The Order of the Court is stated below:
Dated: October 26, 2026 09:16:00 PM **/s/** CRISTINA ORTEGA
District Court Judge

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IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH

In the Matter of the Marriage of: CAITLYN TAFOYA Petitioner, and KORBIN TAFOYA, Respondent.	**DECREE OF DIVORCE** Case No. 264901512 Judge: Cristina Ortega Commissioner: Brandon Richards

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

1. JURISDICTION & RESIDENCY**:** Petitioner, hereinafter also Father, is a bona fide resident of Weber County, State of Utah and has been for three months immediately prior to the filing of this action.
2. Marriage Statistics. Petitioner and Respondent were married on September 15, 2018, and are presently married.

3. Grounds. The parties are granted a Decree of Divorce on the grounds of irreconcilable differences.

4. Children. The parties are the parents of two (2) minor children, to wit: L.T., born March 23, 2019, and P.T., born April 7, 2021.

5. Jurisdiction. Utah has jurisdiction to make child custody and parent time determinations pursuant to Utah Code Ann. §81-11-201 *et seq.* (as amended), and other applicable code sections, in that Utah is the home state of the minor children at the time of commencement of this proceeding.

6. Custody and Parent Time. The parties are awarded joint legal custody and joint physical custody, with 50/50 parent time. Parent time will be as the Parties can agree, if they cannot agree the parties will share parent time with the minor child(ren) according to the following schedule:

	Sun	**Mon**	**Tue**	**Wed**	**Thur**	**Fri**	**Sat**
Week 1	Mother	Mother	Mother	Father	Father	Father	Father
Week 2	Father	Mother	Mother	Father	Father	Mother	Mother
Week 3	Mother	Mother	Mother	Father	Father	Father	Father
Week 4	Father	Mother	Mother	Father	Father	Mother	Mother

   a. Holidays. Holidays will be as set forth in UCA §81-9-305, with Father being designated as the non-custodial parent for holiday purposes only.

b. However, the following holidays will be excluded from the parent time schedule: Juneteenth and Columbus Day,

7. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §81-9-202 as their parenting plan, in addition to the following provisions:

a. First Right of Refusal. The "Right of First Refusal" will only be for overnight purposes. If a Party will not be with the child(ren) overnight then the other Parent shall be given notice and have the opportunity to care for the child(ren).

b. Communication. The parties may communicate via telephone (in emergencies and time-sensitive situations only) text message, email, a mutually agreed upon 3rd party, or mail for the limited purpose of arranging parent time and addressing child related issues and the logistics of implementation court orders. All communication will be civil. The children will not be used as messengers between the parties.

c. Travel. Each party shall be responsible to provide the other with an itinerary and contact information and that information required by UCA § 81-9-202(19) before taking the child(ren) away from home overnight.

d. Exchanges/Transportation. School exchanges will be utilized when reasonably possible and when school is in session. Otherwise, the receiving parent will provide the transportation. The fifteen-minute rule will apply (meaning that the late parent will need to travel to the other parent to perform the exchange). Exchanges will be as the Parties can agree, if they cannot agree they shall be curbside (i.e., the exchangers are able to touch their respective vehicles or home doors at all times.

e. Virtual Communication. Each party may have reasonable and uncensored virtual and/or phone contact with the child(ren) while they are with the other parent. The child(ren) may call either parent at any reasonable time. The parties will not question the child(ren) regarding virtual/telephone conversations between the children and the other parent. Virtual/telephone visitation will take place as the parties agree and as they have been doing which is frequent and reasonable contact.

f. Joint Decision-Making. The parties shall consult with each other regarding major decisions for the children, including, without limitations such as elective medical care, education, and religious upbringing. If the parties cannot agree after good-faith discussion within five (5) days, the parties will seek the opinion of a professional in the field (i.e. child's doctor on medical issues) and discuss again. If no agreement, the parties shall mediate within thirty (30) days. If mediation does not resolve the dispute, either party may motion the court for a review hearing.

g. Extracurricular Activities. The parties will share 50% of any extracurricular activities that they agree upon in writing and in advance. Neither party will suggest to the children or raise an expectation of an extracurricular activity prior to attempting to reach an agreement with the other parent re: the activity. Neither party shall schedule extracurricular activities during the other parent's parent time without prior written consent of the other party. If a party signs a child up for a non-agreed upon activity, (a) they will have no expectation of the child attending on the other parent's parent time; (b) they will not lay blame upon the non-agreeing party to or

in front of the child(ren); and (c) they will inform the child(ren) that the other parent's parent time is so important as to take priority over the non-agreed-upon activity during the non-agreeing parent's parent time. Neither party will allow the children's extracurricular activities to take priority over or interfere with the other party's relationship and contact with the children.

i. A parent seeking reimbursement for agreed upon extracurricular activities shall provide written proof of the expense and payment within thirty (30) calendar days of payment. The other parent shall reimburse their share within thirty (30) calendar days of receipt. Failure to timely provide notice may result in denial of reimbursement.

h. Child Cell Phones/Electronic Communications. The parties recognize that cell phones (or similar devices) are privileges for the children, not rights, and that either parent has the right to remove access to apps and contacts as punishment, but shall not take away the ability for a child to contact the other parent. Likewise, each party is entitled to the pin numbers/login credentials for cell phones, electronic communication apps and accounts, and similar devices and apps. The rules regarding the usage of cell phones or similar devices will be set by each parent for their own home but the parties will have a joint agreement before allowing children phones or devices with internet access, social media, or the like. Both parties will keep one another informed of all communication devices/methods of the children.

i. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information. However, if there is a platform routinely allowing divorced parents to communicate with the professional (e.g., online school platforms, etc.), once the parties ensure the other party has the username/password, there will be no need to continue to inform the other parent of routine information they may routinely access by accessing such portal(s). Each party will inform the other party of all such portals/usernames/ passwords, etc., of which they are aware.

8. Mutual Restraining Orders.

a. Signatures. Neither party will use one another's likeness, signature, credit or image. Neither party will increase or otherwise incur any additional debt or encumbrances on any joint accounts or marital property. On a case-by-case basis, the parties may agree in writing to deviations from the foregoing.

b. Disparaging. Both parties are restrained from saying or doing anything that would tend to diminish the child(ren)'s love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child(ren) or speaking to the child(ren) about the issues in this case, or from attempting to influence the child(ren)'s preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed

as having a negative impact on the other parent's relationship with the child(ren). Both parties are restrained from discussing divorce issues in front of the child(ren) or allowing a third party to do so. The parties are also restrained from discussing the child(ren)'s relationship with the other parent in front of or with the child(ren), or from questioning, interrogating, or otherwise "pumping" the child(ren) for information regarding what occurs when the child(ren) are with the other parent and from allowing any other person to do so.

c. Supportiveness. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child(ren) in any way from the other parent.

d. Harassment. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Physical Discipline. The parties will not use or threaten to use corporal punishment or physical discipline on the minor child(ren).

f. Relationships of Other Party. The parties shall not discuss with the parties' minor child(ren) the family members or romantic partners of the other party in a negative manner.

g. Third Party Violations. Both parties are mutually restrained from allowing third parties to do in front of the child(ren) what they themselves are prohibited from doing under this section, and should have the affirmative duty to use his or her best

efforts to prevent third parties from such violations, removing the child(ren) from the presence of third party violators, if necessary.

h. Neither Party can have romantic partners overnight around the children during parent time unless they have been in a committed relationship for at least six (6) months.

i. Neither party shall relocate his or her primary residence more than thirty-five (35) miles from the other parent without at least sixty (60) days' written notice and either written agreement of the parties or court order as it pertains to equal parent time. A violation may be enforced through contempt or other appropriate relief.

9. Child Support. Mother's gross monthly income/earning ability is $5,000.00. Father's gross monthly income is $5,000. The parties will pay $0.00 in child support because both Parties make the same income and share equal parent time, in accordance with the Utah Child Support Guidelines.

10. Medical Expenses Pursuant to UCA § 81-6-208, at least one parent shall provide health care coverage for the medical expenses of their dependent child, as defined by the code:

a. If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their dependent child.

b. Currently Mother has medical insurance coverage for the children and they children shall remain on her plan unless otherwise agreed. There will be no double coverage unless agreed to by the parties in writing. The parties will equally split the cost of

the children’s portion of the medical, dental, and vision insurance premiums on a pro rata basis.

c. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

d. Both parents shall provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent child, including deductibles and copayments.

e. Both parents shall share equally the out-of-pocket costs of the child's portion of the premium actually paid by the parent who maintains the insurance.

f. A parent who incurs medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30

days of payment of an expense, that party may be denied the right to reimbursement for such expenses. When possible, the parties will set up divorce billing.

11. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related child care expenses for the minor child(ren) in accordance with U.C.A. §81-6-209.
    a. If an actual expense for child care is incurred, a parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense paid less any amounts previously paid.
    b. A parent seeking reimbursement shall provide written proof of the expense and payment within thirty (30) calendar days of payment. The other parent shall reimburse their share within thirty (30) calendar days of receipt. Failure to timely provide notice may result in denial of reimbursement.
    c. Child care providers should be state licensed, mutually agreed upon, or family members. Family members will not be paid.
12. Alimony. Each party is fully capable of supporting themselves, and therefore, neither party should be awarded alimony.
13. Real Property. The parties acquired two real properties during the course of the marriage: (1) the property located at 1065 22nd Street, Ogden, Utah 84403, and (2) the property located at 2763 Brinker Avenue, Ogden, Utah 84403.
    a. The parties agree that the property located at 1065 22nd Street, Ogden, Utah 84403, currently utilized as an Airbnb property, shall be listed for sale. The property shall be listed within one (1) week of entry of the Decree of Divorce.

Father shall act as the listing agent for the sale of this property unless otherwise agreed in writing by the parties. Father shall take all of the equity from this home.

b. The initial listing price shall be determined based on a comparative market analysis and at the discretion of the listing agent. The listing agent shall determine whether an offer is acceptable and accept or deny offers.

c. The property located at 2763 Brinker Avenue, Ogden, Utah 84403 shall be refinanced by Respondent in her sole name. Mother shall take all of the equity from this home for a total resolution of all issues.

d. Respondent shall complete the refinance or assume the loan of the property located at 2763 Brinker Avenue, Ogden, Utah 84403 within ninety (90) days of the sale of the 1065 22nd Street, Ogden, Utah 84403 property. Respondent shall make diligent and good faith efforts to obtain refinancing as soon as practicable.

e. The parties shall timely execute any documents reasonably necessary to complete the refinance, including lender documentation and closing paperwork.

f. Respondent shall cooperate with any appraisal, inspection, or lender request reasonably required to complete the refinance.

g. If Respondent is unable to complete the refinance within the time required above, the property located at 2763 Brinker Avenue, Ogden, Utah 84403 shall be immediately listed for sale under the same listing and sale provisions set forth

above for the property located at 1065 22nd Street, Ogden, Utah 84403, unless the parties agree otherwise in writing.

14. Personal Property. Each party is awarded all personal property in his or her possession as part of the global settlement, Father is awarded the exercise machine. Each party taking the vehicle in their own name. Mother may obtain her personal items from Father to include her snowboard, sewing machine, piano, and personal items.

15. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

    a. Each party will take the debt in their own names. Mother has paid down the Air B&B debt without reimbursement as well as a joint credit card since separation. She will take this debt without reimbursement as part of a global settlement.

    b. Father will take the debt in his own name.

    c. Mother will be solely responsible for her school loan debt.

    d. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.

    e. Each party shall be responsible for his or her own debts acquired since the date of separation.

    f. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective

creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

16. Retirement. Each Party will keep their own retirement accounts as their sole and separate property.

17. Tax Credit. The parties will each claim one child each year, with Mother claiming the oldest and Father claiming the youngest. When one child remains, the parties will alternate claiming the child each year, with Father claiming the child in even years and Mother claiming the child in odd years.

18. Maiden Name. Mother may resume using her maiden name of Christensen if she so desires.

19. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.

20. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this agreement and the orders of the Court.

21. Attorney's Fees and Costs. Each party will pay his or her own attorney's fees and costs. If either party fails to comply with any provision of this Stipulation or the final Decree of Divorce and an enforcement action is required, the non-complying party shall be responsible for the reasonable attorney fees and costs incurred by the prevailing party, as allowed by law.

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22. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

END OF ORDER

THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

APPROVED AS TO FORM:

/s /Justin Berube
Signed with permission by Brittany Brown (via email)
Justin Berube
Attorney for Korbin Tafoya

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Caitlyn will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this __2_ day of October, 2026

/s/: Brittany R. Brown
Brittany R. Brown
Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

Dated this __2nd __ day of October 2026

/s/Debbie Weber
Debbie Weber
Legal Assistant