The Order of the Court is stated below:
Dated: November 03, 2026 12:23:11 PM **/s/** H. CRAIG HALL
District Court Judge

Adam S. Kawaguchi (14694)
SMITH KNOWLES, PLLC
2225 Washington Blvd., Suite 200
Ogden, Utah 84401
Telephone: (801) 476-0303
Facsimile: (801) 476-0399
Email: akawaguchi@smithknowles.com

Attorney for Petitioner

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

In the matter of the marriage of RHONDA SIMONSON, Petitioner, and MARK STEVENS, Respondent.	**DECREE OF DIVORCE** Case No. 264901655 Judge Craig Hall Commissioner Brandon Richards

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

1. **Residency**: Rhonda and Mark are bona fide residents of Weber County, State of Utah, and have been for at least 90 days immediately prior to the filing of this action. Jurisdiction is proper in this Court pursuant to Utah Code Ann. §§ 81-4-402 and 78A-5-102(1). Venue is proper in this Court pursuant to Utah Code Ann. § 81-4-203.

2. **Marriage Information**: The parties married on August 22, 1987 in Ogden, Utah. The parties separated on November 1, 2025.

3. **Grounds**. The parties are awarded a Decree of Divorce from each other based on the grounds of irreconcilable differences which have made it impossible for the marital relationship to continue.

4. **Children**. The parties have two minor children born to them as issue of their marriage, to wit: A.M.S., born August 2010; N.A.S., born August 2010. The parties also have three adult children.

5. **Home State**. Utah is the Home State of the minor children, pursuant to the Utah's Uniform Child Custody Jurisdiction and Enforcement Act and there are no other proceedings involving the custody of the minor children that are pending or that have been filed in this court or any other court.

6. **Legal Custody**. The parties are awarded joint legal custody of their minor children pursuant to the provisions of the parenting plan set forth herein.

7. **Physical Custody**. The parties are awarded joint physical custody of the parties' minor children with the parties sharing parent time as set forth herein.

8. **Parent Time**. Parent-time with the minor children shall be as the parties can agree. If the parties cannot agree, then parent time shall be consistent with Utah Code § 81-9-305 as follows:

a. Rhonda shall be entitled to parent-time starting Monday morning and ending Wednesday morning.

b. Mark shall be entitled to parent-time starting Wednesday morning and ending Friday morning.

c. The parties shall alternate weekend parent-time starting Friday morning and ending Monday morning.

d. **Child Exchange**. The children exchange shall take place at the time the children's school begins or, if school is not in session, at 9 a.m. The parties shall utilize a school-to-school exchange when possible. Each party shall notify the other parent if they will be unable to be on time for the pickup or drop off.

e. **Child Transportation**. Unless mutually agreed otherwise, the party who is to begin parent-time shall be responsible for picking up the children for parent-time.

9. **Holiday Parent Time**. Holiday parent time shall be as the parties agree. If the parties cannot agree, the holiday parent time shall be in accordance with Utah Code §81-9-302 with Rhonda as the custodial parent and Mark as the non-custodial parent.

10. **Extended Parent Time**: Both parents shall be entitled to two (2) consecutive weeks of uninterrupted extended parent time during the summer when school is not in session.

11. Both parents shall provide notification of extended parent-time with the children pursuant to Utah Code Ann. § 81-9-302(4), as follows:

a. In odd-numbered years, Rhonda shall provide notice to Mark by May 1; and Mark shall provide notice to Rhonda by May 15.

b. In even-numbered years, Mark shall provide notice to Rhonda by May 1; and Rhonda shall provide notice to Mark by May 15.

c. If a parent fails to provide notification within the time periods described herein, the complying parent may determine the schedule for summer break for the non-complying parent.

d. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

12. **Reasonable Accommodations**. The parties shall reasonably accommodate schedule changes in the event of unforeseen circumstances related to parent time.

13. **Parenting Plan**.

a. Day to Day Decisions. The party with the parent-time shall have the authority to make all of the day-to-day decisions for the children.

b. Records. Both parties shall have access to the children's school, church, medical, and other records involving the children and shall include the other party as the parent on such records, unless otherwise stated herein.

c. Medical Decisions.

i. The parties shall continue to use the children's current primary physician and specialists that the physician recommends.

ii. Either parent shall be allowed to enroll the children in therapy and/or counseling.

iii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. In case of emergency, the parent shall notify the other parent within 30 minutes of scheduling the doctor visit so that each party may be able to attend

the appointment if possible. In case of non-emergency issues, the parent shall notify the other parent as soon as reasonably practicable.

d. Telephone and Virtual Contact with the Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges, text messages, phone calls and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

e. Travel. For emergency purposes, whenever the children travel with a parent away from the home overnight, the parent shall provide the following information to the other parent with as much notice as possible:

i. An itinerary of travel dates;

ii. Destination;

iii. Places where the children or traveling parent can be reached; and,

iv. the name and telephone number of an available third person who would be knowledgeable of the children's location.

f. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in. The parties may use a google calendar, or other calendar mutually agreed in writing, to share the children's schedules. Each parent is entitled to be at and participate in the children's events, regardless of who is exercising parent time.

g. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

h. Relocation. If either party moves more than 150 miles from the residence of the other parent, the parties shall be bound by Utah Code §81-9-209.

i. Right of First Refusal. If either party will be personally unavailable to care for the minor children overnight, then the unavailable parent shall provide the other parent the first opportunity to provide care for the minor children. The right of first refusal begins when the parent exercising parent time is not personally available to provide care for the minor children and ends when the unavailable parent becomes available to care for the minor children. Once the parent becomes available to care for the minor children, the parent exercising the right of first refusal's time automatically ends. The parent exercising the right of first refusal shall provide all transportation related to the parent time exercised under their right of first refusal, meaning, the parent exercising the right of first refusal shall retrieve the minor children and deliver the minor children to the other parent at the conclusion of the right of first refusal parent time. Each parent shall make their best effort to provide the other parent at least 48 hours' notice if they are unable to care for the minor children overnight. This right of first refusal does not prevent the parents from arranging play dates, sleepovers, or the like.

j. Mutual Restraints.

i. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent.

Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

ii. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

iii. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any children's activity.

iv. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking, or threatening the other party.

v. Both parties are restrained from using the name, likeness, image, identification, or credit of the other party for any purpose.

vi. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

k. Advisory Guidelines. The parties shall abide by the advisory guidelines set forth at Utah Code Ann. § 81-9-202, unless they conflict with other orders herein.

l. Extracurricular Activities. Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. A party who incurs an expense for the children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls the children in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

m. School Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, school sports, books, required supplies, lab fees, school lunch, etc.) incurred during the time leading up to and including high school for the minor children.

n. Education Plan: Pursuant to Utah Code Ann. § 81-9-203(11), the minor children shall continue to attend Fremont High School. Rhonda shall have authority to make education decisions for the minor children if the parents cannot agree, and both parents shall have access to the children during school and authority to check the children out of school. In the event the minor children are unable to attend Fremont High School, Rhonda's residence shall be used for the purpose of identifying the appropriate school for the minor children.

o. Dispute Resolution. In the event that the parties are unable to agree to issues related to the joint legal custody of their children, the following shall apply: (1) the parties attempt to resolve the issue together; (2) if the parties cannot resolve the issue together, then the

parties shall rely on a person knowledgeable regarding the issue, such as a school teacher or physician; (3) if the parties still cannot agree, the parties are required to attend mediation and split evenly the cost associated with mediation; (4) If the parties are still unable to agree, then Rhonda shall have the presumptive final say on any issues in dispute. If Mark feels that Rhonda's decision is not in the best interest of the children, then he may seek review thereof through the court. Mark shall have the burden to demonstrate that the decision is contrary to the children's best interest. It shall not be sufficient to demonstrate that an alternative decision may also have been in the interest of the children.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

14. **Child Support**. Child Support shall be calculated according to Utah Code §81-6-101 et seq. as follows:

a. Rhonda earns a gross monthly income of $6,774. Mark is currently unemployed but shall resume working and shall be imputed a gross monthly income of $11,640 based on his historical earning capacity. Based on a joint custody worksheet, with Rhonda having 183 overnights and Mark having 182 overnights, Mark shall pay $339 to Rhonda in monthly child support.

b. Child support payments shall commence on October 1, 2026 and shall be due by the last day of each month.

c. Child support for the children shall continue until the month that the youngest child becomes 18 years of age, or until the month of that child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of Utah Code Ann. § 81-6-213.

d. The parties agree there are no support arrearages or overpayments (e.g., base child support, alimony, or child-related reimbursements of any kind) owed to the other as of the date of the Agreement.

e. Pursuant to U.C.A. §81-6-212(5), the parties have a right to adjust the base child support order by motion after three years from entry of this agreement if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

f. Pursuant to U.C.A. §81-6-212(5), the parties have a right to modify the base child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

g. All child support payments shall be made directly to the obligee parent unless either parent demands that payment be sent to the Utah Office of Recovery Services.

15. **Medical Expenses**. Pursuant to Utah Code Ann. § 81-6-208 et seq., the parties shall provide a policy of health care coverage for the parties' minor children, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent children.

a. Mark currently carries the health insurance policy for the minor children and shall continue to do so as long as it remains available to him through his employer.

b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

c. Both parties shall share equally all reasonable and necessary uninsured medical and dental expenses including but not limited to orthodontia, vision, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

d. A parent carrying an insurance policy for the benefit of the minor children shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

e. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

f. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the notice and deadline requirements herein.

g. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

h. If, at any point in time, the children are covered by the health insurance plans of both parents, the health insurance plan of Mark shall be primary coverage for the children and the health insurance plan of Rhonda shall be secondary coverage for the children. If a parent remarries and the children are not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 children. If the children are covered by the health insurance plans of both parents, then each parent shall be responsible for the children’s portion of the premiums for their respective policies.

i. Double coverage is not necessary but may be used if mutually agreed to by the parties. If double coverage occurs, then each shall be responsible for their own insurance premium.

16. **Child Care Expenses**: The minor children are sixteen-years-old and child care is not expected. If needed, the parties shall equally share the reasonable work related child care expenses pursuant to Utah Code § 81-6-209.

17. **Allocation of Child-Related Tax Benefits**. The child-related tax benefits shall be handled as follows:

a. Beginning with the 2026 tax year, Rhonda shall be entitled to claim A.M.S. for the purpose of filing federal and state income tax returns. Provided that Mark is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, if any, Mark shall be entitled to claim N.A.S. for the purpose of filing federal and state income tax returns.

b. At such time there is only one minor child who can be claimed and provided that Mark is current in all child support obligations and all other financial obligations herein by December 31st of each tax year, if any, the parties shall be entitled to claim the child for the purpose of filing federal and state income tax returns in alternating years with Rhonda claiming the child first.

c. In the event Mark is not current in all child support obligations and all other financial obligations herein by December 31st of each tax year allotted to Mark, Rhonda shall be entitled to claim the parties' minor children as exemptions for the purpose of filing federal and state income tax returns for said tax year.

d. Upon reasonable advanced notice and request, Mark shall provide Rhonda a signed Internal Revenue Service Form 8332 for any year where Rhonda is awarded the children for tax purposes.

18. **Taxes**. Taxes shall be handled as follows:

a. The parties have filed tax returns for the 2025 tax year and have equitably divided any tax liability or refund. For 2026 and future tax years, the parties shall be responsible for filing their own tax returns.

19. **Real Property**. The real property shall be equitably divided as follows:

a. Marital Home. The real property located at 1239 W. Harrisville Road, Farr West, Utah 84404 ("Marital Home") consisting of parcel number 15-181-0001 is awarded to Rhonda.

b. 390 Pingree. The real property located at 390 Pingree Ave., Ogden, Utah 84404 ("390 Pingree") consisting of parcel number 12-072-0014 is awarded to Mark.

c. 313 Adams. The real property located at 313 Adams Ave., Ogden, Utah 84404 ("313 Adams") consisting of parcel number 12-065-0001 is awarded to Mark.

d. Scare Canyon. The real property located in Cache County ("Scare Canyon") consisting of parcel number 16-100-0009 is awarded to Rhonda.

e. 220 7th. The real property located at 220 7th Street, Ogden, Utah 84404 ("220 7th") consisting of parcel number 12-084-0024 is awarded to Mark.

f. Within 30 days following the entry of the Decree of Divorce, the parties shall cooperate to sign and deliver to each other quit claim deeds to carry out the division of real estate set forth above.

20. **Personal Property**. The personal property shall be equitably divided as follows:

a. Rhonda is awarded the following items:

i. 2024 Ford Explorer;

ii. 2005 Grizzly;

iii. 2019 RZR;

iv. Red Trailer;

v. 2006 Can-Am;

vi. 2024 Snowmobile #1;

vii. 2024 Snowmobile #2;

viii. RXT Snowmobile;

ix. 1965 Ford F250;

x. Single axle trailer;

xi. All tools in the garage; and

xii. All items remaining in the Marital Home.

b. Mark is awarded the following items:

i. 2006 Toy Hauler;

ii. 2000 Tool Trailer;

iii. 2018 Ford F350;

iv. 2007 Honda ATV;

v. 2001 Ford Mustang;

vi. 2017 Dirt Bike 6.2;

vii. 2017 Dirt Bike 4.7;

viii. 1972 Ford Mustang;

ix. 2003 Polaris Trailblazer;

x. 2005 Suzuki LT-Z250;

xi. 2010 Car Hauler;

xii. Nathen’s car;

xiii. All items in the small shed;

xiv. All tools Mark has already taken; and

xv. All horse tack and tools.

c. The parties jointly own a Worldmark timeshare and shall equally share the benefits and expenses associated therewith.

d. The parties shall cooperate to exchange these items within 60 days of entry of the Decree of Divorce or as mutually agreed in writing.

e. Each party shall be responsible for all debts and obligations associated with the property they are awarded.

21. **Bank Accounts**. The parties' banking and financial accounts shall be divided as follows:

a. Rhonda is awarded the following accounts:

i. America First Credit Union, account ending 9478. This is a joint account and the parties shall cooperate to remove Mark's name within 30 days of entry of the Decree of Divorce.

ii. All bank accounts held solely in Rhonda's name.

b. Mark is awarded the following accounts:

i. America First Credit Union, account ending 6426. This is a joint account and the parties shall cooperate to remove Rhonda's name within 30 days of entry of the Decree of Divorce.

ii. Goldenwest Credit Union. This is a joint account and the parties shall cooperate to remove Rhonda's name within 30 days of entry of the Decree of Divorce.

iii. Elevate Credit Union, account ending 9671. This account is in Mark's name.

iv. All bank accounts held solely in Mark's name.

22. **Retirement and Investment Accounts**. The parties' retirement accounts and benefits shall be equitably divided as follows:

a. Mark's Nucor Fidelity 401(k): Mark's Nucor Fidelity 401(k) account shall be valued as of the date of entry of the decree of divorce, with any remaining outstanding loan balance owing as of the date of entry of the decree to be included in the value of the account (ie. the account value for purposes of division is the account value, plus any outstanding loan obligation), in order to arrive at the total value of the account.

b. Rhonda shall be awarded one-half of the value of the account plus $121,787, together with gains and losses on her respective portion of the account which accrue from the date of entry of the decree until the date of segregation of the account.

c. Mark shall be awarded one-half of the value of the account less $121,787, together with gains and losses on his respective portion of the account which accrue from the date of entry of the decree until the date of segregation of the account.

d. No transfers, withdrawals or loans shall be made or taken from the account until the QDRO is implemented or the transfer to Rhonda is completed.

e. The parties shall share equally any fees charged by the plan in connection with implementation of division of the account.

f. After implementation of the QDRO or completion of the transfer to Rhonda, the remaining balance of the account shall be awarded to Mark as his sole and separate property free and clear of any claim or interest of Rhonda.

g. Mark's Fidelity Individual Brokerage (account ending 3035): Mark's Fidelity Individual Brokerage (account ending 3035) shall be valued as of the date of entry of the decree of divorce, with any remaining outstanding loan balance owing as of the date of entry of the decree to be included in the value of the account (ie. the account value for purposes of division is the account value, plus any outstanding loan obligation), in order to arrive at the total value of the account.

h. Each party shall be awarded one half of the value of the account, together with gains and losses on their respective portion of the account which accrue from the date of entry of the decree until the date of segregation of the account.

i. Rhonda's Associated Foods 401(k): Rhonda's Associated Foods 401(k) account shall be valued as of the date of entry of the decree of divorce, with any remaining outstanding loan balance owing as of the date of entry of the decree to be included in the value of the account (ie. the account value for purposes of division is the account value, plus any outstanding loan obligation), in order to arrive at the total value of the account.

j. Each party shall be awarded one half of the value of the account, together with gains and losses on their respective portion of the account which accrue from the date of entry of the decree until the date of segregation of the account.

k. No transfers, withdrawals or loans shall be made or taken from the account until the QDRO is implemented or the transfer to Mark is completed.

l. The parties shall share equally any fees charged by the plan in connection with implementation of division of the account.

m. After implementation of the QDRO or completion of the transfer to Mark, the remaining balance of the account is awarded to Rhonda as her sole and separate property free and clear of any claim or interest of Mark.

n. Domestic Relations Order: In the event a Qualified Domestic Relations Order(s) or other Domestic Relations Order(s) ("DRO") is required to facilitate the division of the retirement and investment assets, Rhonda shall be responsible for preparing the DRO(s). Mark shall reimburse Rhonda for one-half of the attorney fees and costs associated therewith within thirty (30) days of receiving documentation of the same.

o. The division date, if necessary, shall be the date of entry of the Decree of Divorce.

p. If any specific language is required to effectuate these terms the parties shall cooperate in amending any order accordingly.

q. The parties shall exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange shall occur within 30 days of the entry of the Decree of Divorce and each party shall cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.

r. Any retirement accounts not stated herein and later discovered, if any, shall be divided equally between the parties. Any attorney fees and costs associated with enforcing this order and/or dividing the account shall be paid by the party who failed to disclose the account.

23. **Debts and Obligations**. The parties' debts and obligations shall be divided as follows:

a. Rhonda shall be responsible for America First Credit Union home equity line of credit ("HELOC") for the Marital Home. Mark shall not incur any additional debt on the HELOC incurred after the date of the Agreement.

b. Rhonda shall be responsible for the Green Tree loan associated with the Marital Home.

c. Rhonda shall be responsible for all other debts and obligations in her name.

d. Mark shall be responsible for all other debts and obligations in his name.

e. The party awarded real property and/or personal property shall be responsible for the debt(s) associated with that property.

f. Any and all debts not disclosed or divided in the Decree of Divorce shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.

g. Each party shall be responsible for the debts they incurred in his or her own name after the date of separation.

h. The obligations set forth above are non-dischargeable in bankruptcy to the extent they constitute an indemnification of the other party.

24. **Unknown Marital Assets**. If there exist any other marital assets that are not known at this time, those assets shall be equitably divided.

25. **Health Insurance**. Each party shall be responsible for their own medical and dental insurance after the Decree of Divorce has been entered.

26. **Life Insurance**. Each party is awarded the term life insurance policies in their respective names.

27. **Alimony/Spousal Support**. Each party is self-supporting and capable of meeting his or her own reasonable needs. Each party knowingly, voluntarily, and permanently waives, now and forever, any claim to alimony or spousal support from the other, including any present right and any future or prospective right to seek alimony under Utah Code § 81-4-501 et seq. upon any change of circumstances. Each party understands that the Court would otherwise retain continuing jurisdiction to award alimony, and each expressly relinquishes that right. This waiver is mutual and is not conditioned upon the other party's performance of any other obligation under this Decree.

28. **Attorney Fees**. Each party shall be responsible for their own attorney fees and costs.

29. **Notice to Creditors**. Pursuant to Utah Code Ann §§15-4-6.5, 81-3-105 and 81-4-406(3)(b), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding debts, obligations, or liabilities that are included in their Decree of Divorce.

30. Therefore, each party shall:

a. Send a copy of the Decree of Divorce as soon as possible to each creditor they are not required to pay;

b. Notify the joint creditor of the current address for each party;

c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party

required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

d. Provide written proof of the above actions for each account in question to the other party within sixty days of the decree being entered.

31. **Notice to Medical Expense Creditors**: Pursuant to §§15-4-6.7, 81-3-105 and 81-4-406(3)(b), Utah Code Ann., as amended, when a court order has been entered providing for the payment of medical expenses of a minor children pursuant to Sections 81-4-406(3), 81-4-204, 81-6-202(10), or 26B-9-224, Utah Code Ann., as amended, or an administrative order under § 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

32. Therefore, each party shall:

a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.

b. Notify the particular creditor of the party's current address.

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under § 70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

33. **Miscellaneous Provisions**. Each party shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

34. Each party is ordered to execute and deliver to the other party any and all deeds, trust deeds, certificates of title, and bills of sale or other documents reasonable requested by the other party to transfer title to any real or personal property awarded to the requesting party by the Court.

35. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

36. **Full Disclosure:** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this Decree represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

**********END OF ORDER**********

The Court's signature may appear as an electronic signature on the first page of this document

Approved as to form and content:

/s/ Mark Stevens
Mark Stevens
Respondent
(Signed by Adam S. Kawaguchi. Original signature on file.)

NOTICE TO THE RESPONDENT

Pursuant to Utah Rule of Civil Procedure 7(j)(4), this proposed DECREE OF DIVORCE will be filed with the Court seven days after service upon you. Your objections to this proposed Order, if any, must be filed with the Court within seven days after service.

Dated this 29th day of October 2026.

/s/ Adam S. Kawaguchi
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of November 2026, I caused a true and correct copy of the foregoing to be served to the following:

Mark Stevens	[ ] Court's Electronic Filing System
Respondent	[ ] U.S. Mail
Allenstevens68@yahoo.com	[X] Email

/s/ Adam S. Kawaguchi