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IN THE FOURTH JUDICIAL DISTRICT COURT

UTAH COUNTY, STATE OF UTAH

<p>TIFFANY SMITH,  Petitioner,  vs.  SAMUEL SMITH,  Respondent.</p>	<p><b>DECREE OF DIVORCE</b>  Case No. 204402600  Judge Lund Commissioner: Ito</p>
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This matter came on regularly before the Court for Entry of Decree of Divorce. A stipulation was signed in this matter and filed with the court on March 5, 2021. The Court having reviewed all other pleadings on file herein, having submitted an Affidavit of Jurisdiction and Grounds, and the Court having made its Findings of Fact and Conclusions of Law hereby order, adjudges, and decrees as follows:

- 1. Residency:** Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
- 2. Marriage:** The parties married on September 10, 2010 in American Fork, State of Utah. The parties are currently married. The parties separated on or about November 2020.

3. **Grounds:** During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.

4. **Children:** The parties have two minor children, namely: A.S. born August 2014; and B.S. born August 2014.

5. **Legal Custody & Parenting Plan:** Both parties should be awarded the joint legal custody of the minor children and use the terms herein and Utah Code Ann. 30-3-33 as a parenting plan and be bound to abide thereby. Minor and day-to-day decisions will be made by the parent exercising parent time. The parties shall mutually discuss all major decisions in the children's lives regarding health, safety, religion, and education. The parties will keep each other informed of the activities, events, and appointments in the children's lives.

a. **Dispute Resolution:** If the parties disagree on a major decision regarding the children, the parties will first consult with an appropriate professional or relevant individual about the issue (doctor, teacher, therapist, coach, etc.) Except for faith-based decisions and school choice (where the parties must mutually agree in writing before any change can be made), if the parties still disagree on any other issues, then Tiffany will make the preliminary decision and provide the reason for the decision in writing to Samuel. Upon receipt of the decision in writing, or upon one of the issues that must be agreed upon by both parties, either party may (1) request the other submit the matter to mediation, and both parties will cooperate to schedule mediation within 30 days of being requested to do so, and both parties will pay the costs of the mediator equally; or (2) file an objection in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

**b.**                    School: The children will attend their current school, Lakeview Academy, and it is presumed to be in the best interests of the children that they remain enrolled at Lakeview Academy. To overcome that presumption, a party must do so by clear and convincing evidence. If a dispute on school choice arises, the parties agree to first return to mediation within 60 days before seeking court intervention.

**c.**                    Special Events and School: The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible. Each party will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties should be entitled to attend and participate fully. The parties will share passwords for any school websites or applications so each can access events, schoolwork, and progress online.

**d.**                    Communication with Parent: All contact and communication between the parties shall be primarily via text and email and be civil in nature. Medical emergencies should be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

**e.**                    Communication with Children: Telephone, Skype, Facetime, texting, and other forms of electronic communication and contact between the parties and the children shall be at reasonable hours and for a reasonable duration. If the children are not available when a parent calls, then the party with parent time will initiate or have the children initiate return contact as soon as possible, but not later than 24 hours. The children may initiate

contact with either parent at any reasonable times and durations, so long as such communication is not unduly disruptive to the other parent's parent time. Either parent may make reasonable house rules regarding electronics in his or her home and during his or her parent time—however neither party will deprive the children of an electronic communication device provided by the other party so long as said device is being primarily used for communication with that other party, with “primarily” being defined as at least 75% of its use.

**6. Physical Custody:** The parties will be awarded the joint physical custody of the minor children. Parent time shall be as the parties may agree. If the parties are unable to agree, the parties will share equal time with the children (50/50 parent time) on a week-on/week-off basis, with exchanges Monday morning at school or at 8:00 am if school is not in session.

**a. Transportation:** The parties will share transportation equally as the parties may hereafter agree. Generally, the exchanges will take place at school. For other times when school is not in session, they will temporarily meet at an agreeable neutral location. Eventually, the parties will attempt to transition to curbside exchanges at the residences, with the receiving parent who is beginning parent time will pick up the children at school or at the residence of the other curbside (except for a parent with overnight parent time will be responsible to drop the children off at school, if school is in session at the time for the exchange).

**b. Curbside Definition:** When the exchanges are at a party's residence, “curbside” means that the receiving parent will remain at the curb and within 5 feet of the car, the other parent will remain at or within 5 feet of the door of the residence, the children are sent to and from the car, and no communication is to take place at the exchanges. If the exchanges are at an agreed-upon neutral location, then the parties will park at least 2 car spaces

from each other, each will stay near his or her car, and no communication is to take place at the exchange. All exchanges shall be curbside; meaning that the receiving parent will remain at the curb and within 5 feet of the car, the other parent will remain at or within 5 feet of the door of the residence, the children are sent to and from the car, and no communication is to take place at the exchanges. Notwithstanding the forgoing, the parties will work together to improve the relationship to be able to communicate civilly and cordially at exchanges and in the presence of the children and eventually agree to eliminate the curbside part of this order.

c. **Holidays:** Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule set forth in Utah Code 30-3-35.1, summarized and with the addition of Easter as follows:

<b>Even Years</b>	<b>Odd Years</b>	<b>Holiday and Time</b>
Mother	Father	<b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	<b>President’s Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	<b>Spring Break</b> after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	<b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	<b>July 4<sup>th</sup></b> 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	<b>Labor Day</b> after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	<b>Columbus Day</b> after school on day before holiday to the day after the holiday with drop off to school
Mother	Father	<b>Fall Break/U.E.A. Weekend</b> after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	<b>Veteran’s Day</b> after school on day before holiday to the day after the holiday with drop off to school
Father	Mother	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with drop off to school

Mother	Father	<b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> beginning after school the day school lets out until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break).
Father	Mother	<b>Second Half of Christmas Vacation</b> , beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break) and ending the day school resumes with drop off to school.
Mother	Father	The <b>day before or after child's birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Mother	<b>Child's actual birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Father	<b>Father's Day</b> 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	<b>Mother's Day</b> 9:00 a.m. on the holiday to the day after with drop off to school
Mother	Father	<b>Easter Day</b> (when Ester Day is not part of the Spring Break holiday, then the parties will divide the day) 9:00 AM to 2:00 PM
Father	Mother	<b>Easter Day</b> (when Ester Day is not part of the Spring Break holiday, then the parties will divide the day) 2:00 PM to 7:00 PM

**d. Summer:** The parties will continue the week-on/week-off

schedule during the summer, however, either parent may take a 2-week extended summer parent time period once each summer. A “2-week extended summer parent time period” is defined as an additional 1 week of uninterrupted parent time either following or proceeding that party’s already assigned week of parent time. Notice of a parent’s desired 2-week extended summer parent time period shall be designated on or before April 15 of each year by the party whose year it is to designate first as set forth below. The party not designating first shall designate their 2-week extended summer parent time by May 1 of each year. Petitioner shall designate first in even years and Respondent shall designate in odd years. If neither parent communicates their 2-week extended summer parent time before April 15, then the parent who communicates their 2-week extended summer parent time first shall have priority. Extended parent-time may not override the other parent’s holiday parent-time during the summer.

e. **Mutual Restraining Orders:** Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the children about the issues in this matter, or from attempting to influence the children's preference regarding custody or visitation. As used in this paragraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not. Neither party will interrogate or "pump" the children for information about the parent's parent time or regarding the potential significant relationships of the other party. Both parties should be restrained from making visitation arrangement through the children. Neither party shall use corporal punishment as a form of discipline on the children. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children. Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 24 hours prior to or during parent time with the children. Except for parent time exchanges as outlined herein, both parties are restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express written permission. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

7. **Child Support:** Tiffany's income is imputed to \$2,600 per month. Samuel's income is approximately \$7,500 per month. Effective April 1, 2021, child support is awarded to

Tiffany from Samuel in the amount of \$535 per month pursuant to the child support guidelines. Child support is due one-half by the 5<sup>th</sup> and one-half by the 20<sup>th</sup> of each month.

**8. Child Care:** Utah Code 78B-12-214 shall apply and order the equal division of work-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider 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 day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge. Utah Code 30-3-33 (15). A party using family members to provide childcare will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs.

**9. First Right:** Parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the other parent, if willing and able to transport the children, to provide the childcare. Utah Code § 30-3-33(15). “Surrogate care” means care by any individual other than the parent of the child. Utah Code 30-3-32(e). Each party shall have the first right to provide care for the minor children before non-parties are allowed to do so, and both parents shall have an ongoing affirmative duty on each party to give reasonable notice of childcare and a party’s availability to provide such, when such care is needed for 4 hours or longer.

**10. Medical and Dental Insurance and Premiums:** Health care coverage for the medical expenses of any minor child shall be provided by a parent. See Utah Code 78B-12-



212(2)(a). “Health care coverage” means coverage under which medical services are provided to a dependent child through: (a) fee for service; (b) a health maintenance organization; (c) a preferred provider organization; (d) any other type of private health insurance; or (e) public health care coverage. See Utah Code 78B-12-102(13). Either parent shall provide insurance for the medical expenses of their minor child(ren) if such insurance is available to that parent at a reasonable cost. See Utah Code 78B-12-212(2)(b). Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child(ren)’s portion of insurance. See Utah Code 78B-12-212(4). If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of Petitioner shall be primary, and the coverage of Respondent will be secondary. Written verification of insurance enrollment, medical, and dental insurance premiums and any change in coverage or premiums shall be provided to the other parent, or to the Office of Recovery Services (“ORS”), if ORS is being utilized, to collect child support; and unless and until verification is provided to a parent or ORS, no credit shall be given by the parent or ORS.

**11. Medical and Dental Out-of-Pocket Costs:** Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a dependent child, including deductibles and copayments. Utah Code 78B-12-212(7). A parent who incurs such 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. See Utah Code 78B-12-212(9). 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. Utah Code 78B-12-212(10).

**12. Division of Accounts.** Pursuant to Utah Code 15-4-6.7, the parties may elect that a medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

**13. Extracurricular Expenses:** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any extracurricular activities in which *both parties agree in writing* that the minor children may be involved. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

**14. School Expenses:** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other

party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

**15. Life Insurance:** Samuel will maintain his life insurance policy with a death benefit of at least \$1,000,000.00 until the youngest child turns 18 years of age and shall designate an agreed-upon professional third-party, non-family member trustee at a financial institution as the trustee for the minor children, as beneficiaries on said life insurance policy. The trustee will work with Tiffany to financially assist her with disbursements for the expenses related to food, clothing, housing, transportation, medical care, education, and other reasonable expenses for the benefit of the minor children. Proof of coverage amount, trustee, and beneficiaries shall be provided upon request. Tiffany shall be accountable to the trustee at any time to prove that any moneys distributed are in fact being used for the minor children's benefit. The trustee shall manage all funds until the minor children are 21 years-old, at which point any remaining funds shall be distributed to them directly in equal shares. When the minor children reach the age of 18, or graduate high school—whichever is later—the trustee will cease working with Tiffany and begin working solely with the minor children regarding their disbursements.

**16. Taxes:** The parties shall file a joint tax return for the 2020 tax year and divide any refunds or liability equally. The parties may amend the 2020 return to include tax credits related to the solar panel system and divide any refunds equally. The parties shall file separate tax returns for the 2021 tax year, and thereafter, and each party will claim one child each year. However, each party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31<sup>st</sup> of the particular tax year. Utah Code 78B-12-217(3). Additionally, each party's right to claim any child on the tax

returns for any particular tax year is subject to claiming a child resulting in a tax benefit in any particular tax year. Utah Code 78B-12-217(4). If a party cannot claim a child on his/her returns for a particular tax year, then the other party is automatically entitled to claim the child on his/her returns for that year.

**17. Travel:** When the minor children are traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) an itinerary of travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 30-3-36(2).

**18. Moves:** If a party intends to relocate the children more than 50 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent and any dispute regarding the proposed relocation shall then proceed in accordance with Utah Code 30-3-37.

**19. Divorce Education Classes:** If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

**20. Alimony:** Effective April 1, 2021, Samuel will pay alimony of \$1,500 per month to Tiffany. If he pays the mortgage directly, he will receive credit against his alimony. If Samuel does not pay the mortgage directly, Tiffany will pay the mortgage in a timely fashion and be responsible for any fees or penalties arising from her failure to do so. Samuel shall be likewise responsible in the event such penalties or fees arise when he is paying the mortgage. Tiffany shall decide whether she wishes to pay the mortgage herself or have Samuel pay it directly on or

before March 31, 2021. Effective April 1, 2023, Samuel will pay alimony of \$750 per month to Tiffany. Alimony is due on the first of each month. Alimony shall automatically and permanently terminate (1) on March 31, 2025, (2) upon the remarriage of Tiffany, (3) upon the cohabitation of Tiffany, or (4) upon the death of either party, whichever occurs first.

**21. Real Property:** During the course of the marriage, the parties acquired a home and real property located in Saratoga Springs. Tiffany will be granted an opportunity and the first right to refinance the property out of Samuel's name, if able to do so by April 1, 2023. The amount of equity payable to Samuel at closing shall be the appraised value in the refinance process, less the payoff of the existing mortgage, less the closing costs (excluding prepaid amounts), divided by two. If Tiffany is not able to refinance the home out of Samuel's name by April 1, 2023, then Samuel will be entitled to refinance the property by July 1, 2023 and pay Tiffany her equity which shall be the appraised value in the refinance process, less the payoff of the existing mortgage, less the closing costs (excluding prepaid amounts), divided by two. If Samuel cannot refinance the property and pay Tiffany her equity, then the property shall be immediately listed for sale by an agreed-upon realtor and sold for the best fair market price obtainable. Both parties are to keep each other informed of any and all offers on the property and both shall be able to communicate with the sales agent. Both parties will comply with any and all reasonable requests made by the sales agent in the marketing and sale of the home. When sold, the proceeds of the sale applied as follows: (1) pay expenses and costs of sale; (2) payoff any and all mortgages on the property; (3) pay off the remaining solar system debt; and (4) the balance remaining thereafter to be divided equally between the parties. Pending the refinance or sale of the property, Tiffany shall have exclusive use and possession of the real property. Unless

otherwise ordered herein, as of April 1, 2021 Tiffany will be responsible for the mortgages, utilities, solar system debt, and any and all other expenses associated with this property and shall be responsible for its maintenance and upkeep. Prior to April 1, 2021, Samuel will be responsible for the mortgage and utilities. Both parties will cooperate to change over to responsible party on the utilities and other services on the home as soon as possible.

**22.** The party occupying the marital home at any given time is the party responsible for its upkeep, maintenance, and for keeping it in good working order. “Good working order” means a condition that the home could be professionally listed for sale within 14 days with minimal repairs or expense required to make it ready to do so. If either party believes the other has failed to meet this obligation, the parties shall mediate the issue before seeking court intervention.

**23. Vehicles:** Tiffany is awarded the 2018 Ford Expedition and any associated insurance, and expenses relating thereto.

**24. Personal Property:**

**a.** Tiffany is awarded her clothing, jewelry, all personal effects, paperwork, books, journals, any premarital property, and any personal property acquired after separation. Tiffany is awarded the following furniture: LG TVs (both the one in the living room and in the basement), White 4’ TV stand (Play room), Kitchen table and chairs, all of the workout equipment, White Dresser in Master, All the kids bedroom furniture (beds and dressers), Sig Saur P938 pistol and ammo, Shotgun that Tiffany’s grandfather gave her, One set of couches (gray), Office desk, book case, and filing cabinet (office), 1 of the king-sized beds, the kitchen bar stools, the ladder book shelf in the living room, the kids’ outdoor swing set.

**b.** Samuel is awarded his clothing, jewelry, all personal effects, paperwork, books, journals, any premarital property, any personal property acquired after separation, and all furniture not awarded to Tiffany.

**c.** All other decorations, kitchen items, tools, and non-furniture items of personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

**d.** All family photos and videos in the possession of a party will be shared/copied by the other party within 30 days of a request for copies. The party asking for digital copies of photos or videos will supply the digital media desired to the party being requested (e.g. hard drive, thumb drive, or access to a cloud storage drive, or similar storage media device).

**25. Financial Accounts:**

**a.** The account at America First Credit Union \*\*\*\*1233 that had approximately \$60,000 which should have been divided with Samuel's parents receiving \$50,000 as repayment of a loan, and the remaining approximate \$10,000 should have been divided approximately equally. This asset has already been divided to the parties' satisfaction.

**b.** The America First Credit Union Account \*\*\*\*1526 shall be divided equally (approximately \$14,900).

**c.** All funds in the TD Ameritrade account (approximately \$39,000) shall be divided equally.

**d.** Any funds at Zions shall be divided equally.

e. The cash value for a whole life policy shall be divided equally by either surrendering the policy and splitting the cash, or Samuel may buy-out Tiffany by tendering payment to her of exactly one-half of the cash value and providing documentation for her to verify the current cash value.

f. Any and all bank and credit union accounts of the parties not otherwise distributed herein should be divided as the parties have heretofore divided and is now in his or her respective name and control.

**26. Debts:**

<i><b>Creditor:</b></i>	<i><b>In Whose Name:</b></i>	<i><b>Approximate Balance:</b></i>	<i><b>To Be Paid by:</b></i>
Allied	Tiffany	\$2,500	Tiffany
Solar panel system	Samuel	\$32,000	The party who is in the home pays the monthly amount for the solar panels. If the home is sold, this debt will be paid with the proceeds before the division of the remainder to the parties.

Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

a. Joint Debt Limit and Refi Obligation: No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.



b. Harmless. Each party will hold the other harmless on the debts ordered to be paid by him or her.

c. Creditors. The parties understand that for joint debts upon entering 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.

d. Notification to creditors. Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.

e. Delinquency in payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

27. **Retirement Accounts**: Each party warrants that neither party has any known retirement, 401k, IRA, or any other retirement-like plans, benefits, or accounts.

28. **Former Name**: Petitioner's name may be changed if she so desires.

29. **Documentation Cooperation**: Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

30. **Mediation:** Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

31. **Attorney Fees:** Each party will pay his or her respective attorney fees.

32. **Disclosures:** The parties acknowledge that there has been only a limited exchange of documents in this matter and that this agreement is based upon the information voluntarily supplied by the parties. Each party warrants to the other that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities in his or her financial declarations or supplements thereto.

33. **Waiver of Discovery, Trial, Valuations, Tax, and Acceptability.** The parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal advice to either party but is a neutral facilitator only. The parties have not relied upon representations of the mediator in any way in the determination of the acceptability of this agreement, the valuation of the assets or obligations, or the tax implications of the terms herein. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

34. **Fair Settlement Disclosure:** Both parties disclose that the terms herein are fair and reasonable and that they agree to the terms herein voluntarily and of his or her own free will, and that he or she does so free from any undue influence, threat, or duress.

35. **Miscellaneous Provisions:** The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all issues pending between the parties, except and

unless specifically reserved herein. Both parties acknowledge the jurisdiction of this court and consent thereto. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

**36. No Construction Against the Drafter:** Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of this Stipulation and Settlement Agreement, and specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

**37. Romantic Relationships & Guests:** Neither party shall have romantic overnight guests in their residence while exercising parent time, nor shall they engage in sexual relations with any romantic non-overnight guests in the party's residence while exercising parent time. The parties will notify the other parent if they intend to introduce a potential significant other to the children.

**38. Dispute Resolution re Alleged Breach:** Except as expressly designated otherwise above, if either party believes the other has breached a duty, obligation, or prohibition set forth in this agreement, they shall notify the other of said alleged breach and attempt to resolve the matter directly. If the parties cannot resolve the matter directly, they agree to mediate the dispute (splitting the costs of the mediator equally) before seeking court intervention.

Approved as to Form

/s/Kyle Witherspoon  
*Signed with permission*

Kyle Witherspoon  
Attorney for Respondent

**THIS DOCUMENT BECOMES EFFECTIVE ON THE DATE WHEN ELECTRONICALLY SIGNED BY THE COURT AS SET FORTH AT THE TOP OF THE FIRST PAGE OF THIS DOCUMENT**