

The Order of the Court is stated below:

Dated: February 01, 2023  
05:01:14 PM

/s/ DEREK P PULLAN  
District Court Judge



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**DISTRICT COURT OF THE STATE OF UTAH  
FOURTH JUDICIAL DISTRICT  
UTAH COUNTY**

IN THE MATTER OF THE MARRIAGE OF:	<b>DECREE OF DIVORCE</b>
NICOLE DAHL,	
	Petitioner,
vs.	Case Number: 224401893
	Judge: Pullan
TYSON DAHL,	Commissioner: Snow
Respondent.	

The above-entitled matter has been presented to the Court. Petitioner is represented by attorney Heather M. Seegmiller. Respondent is represented by attorney John S. Larsen. Upon the Stipulation and Findings of Fact and Conclusions of Law, the court therefore enters this Decree of Divorce and Judgment. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

ORDERED, ADJUDGED AND DECREED:

**JURISDICTION AND VENUE**

1. **Residence.** The parties are residents of Utah County, State of Utah, and have been for at least three (3) months immediately prior to the commencement of this action.

2. **Marriage Information.** Nicole and Tyson were married on June 26, 2012, and are currently married. The parties have not yet separated from one another.
3. **Grounds for Divorce.** During the course of this marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A Decree of Divorce should be entered, dissolving the bonds of matrimony.
4. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah Code §78A-5-102(1).
5. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.
6. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.
7. **Home State Jurisdiction.** The minor children have lived in Utah for at least six (6) consecutive months immediately before the commencement of this child custody proceeding, and Utah is the minor children's home state, pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act. Accordingly, this Court has jurisdiction to make initial child custody determinations with respect to the minor children.
8. **Child Support Jurisdiction.** This Court has jurisdiction to enter child support orders, pursuant to Utah Code §§78B-12-102 et seq. (Utah Child Support Act) and Utah Code §§78B-14-101 et seq. (Utah Uniform Interstate Family Support Act).

#### **CHILDREN**

9. **Minor Children.** There have been two (2) children born as issue of the marriage:

Minor Children's Initials	Month & Year of Birth
K.D.D.	October 2011
E.M.D.	March 2015

**10. Custody.** The parties will share joint legal custody and joint physical custody of the minor children.

**11. Communication.** The parties shall communicate in writing primarily, using text or email, unless an emergency arises. All communication shall be polite, civil, and pertaining to issues regarding the minor children only. If a co-parenting issue arises, the parties will respond to all communication within a reasonable amount of time.

**12. Parent-Time.** Parent-time shall be as the parties agree. If the parties are unable to agree, parent-time shall be pursuant to Utah Code §30-3-35.2, with the following exceptions/clarifications:

**a.** Commencing the first full week after the marital home is sold, parent-time shall be week on/week off, with the parent-time exchange occurring each Sunday evening at 7:00 p.m. with Nicole having the first week.

**b.** The parties shall follow the holiday parent-time schedule set forth below, which takes precedence over the regular parent-time schedule, as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	<b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	<b>President's Day</b> after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday

		with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	<b>Spring Break</b> 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	<b>Memorial Day</b> after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	<b>July 4<sup>th</sup></b> 6:00 p.m. on July 3 <sup>rd</sup> until 6:00 p.m. on July 5 <sup>th</sup>
Father	Mother	<b>July 24<sup>th</sup></b> 6:00 p.m. on July 23 <sup>rd</sup> until 6:00 p.m. on July 25 <sup>th</sup>
Mother	Father	<b>Labor Day</b> after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	<b>Columbus Day</b> 6:00 p.m. the day before Columbus Day until 7:00 p.m. on Columbus Day
Mother	Father	<b>Fall Break Weekend</b> 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	<b>Halloween</b> October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	<b>Veteran's Day</b> 6:00 p.m. the day before Veteran's Day until 7:00 p.m. on Veteran's Day.
Father	Mother	<b>Thanksgiving</b> begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.
Mother	Father	<b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> begins when school is dismissed for winter break until December 27 <sup>th</sup> at 7:00 p.m.
Father	Mother	<b>Second Half of Christmas Vacation</b> , begins on December 27 <sup>th</sup> at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.
Mother	Father	<b>The day before or after child's birthday</b> from 3:00 p.m. until 9:00 p.m.
Father	Mother	<b>Child's actual birthday</b> from 3:00 p.m. until 9:00 p.m.
Father	Father	<b>Father's Day</b> 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Mother	Mother	<b>Mother's Day</b> 9:00 a.m. on the holiday to 7:00 pm. on the holiday

- c. The parties agree that the party awarded the Spring Break Holiday will also be awarded the Easter Weekend Holiday.

**d.** The parties are both awarded extended summer parent time as outlined in U.C.A. 30-3-35.2.

**13. First Right of Refusal.** Each parent will have first option to provide care for the minor children over any other third party if the parent responsible for the minor children is not available for a period of four (4) hours or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

**14. Transportation.** Transportation for parent-time exchanges shall be as follows, unless otherwise mutually agreed upon by the parties:

**a.** A party exercising the first right of refusal shall provide the transportation both directions.

**b.** Parent-time exchanges shall occur school-to-school when possible.

**c.** When school is not in session during an exchange time, the party beginning parent-time shall provide the transportation for the parent-time exchange, which shall occur at the other parent's residence.

**15. Parenting and Educational Plan.** The parties agree to adopt the following Parenting and Educational Plan provisions:

**a.** Neither party will introduce the kids to new partners until they are in a committed relationship;

**b.** The parties will not use physical punishment as a means of disciplining the minor children;

**c.** Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on

such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within twenty-four (24) hours of receiving the notice;

**d.** The parties shall each obtain their own information regarding the minor children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information;

**e.** The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor children;

**f.** The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

**g.** The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

**h.** When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the

caregiver;

**i.** The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of the change;

**j.** The parent who has the minor children in his/her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent;

**k.** For emergency purposes, whenever the minor children travel overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations and places where the minor children can be reached;

**l.** The parties agree to work together in a reasonable manner to accommodate each other and to provide the minor children consistency and stability;

**m.** Special consideration should be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

**n.** Each parent should permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time;

**o.** The parties agree that they will not put the minor children in the middle of their disputes;

- p.** The parties will not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;
- q.** The minor children will not be used as messengers between the parents;
- r.** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;
- s.** Each party will have adequate clothing for the minor children at his/her residence;
- t.** Neither parent should question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;
- u.** The parties will not ask the children to keep secrets from the other parent;
- v.** Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- w.** Both parties should be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. 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 minor children;
- x.** The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;



**y.** Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

**z.** Nicole shall maintain the minor children's birth certificates, social security cards, and passports in her possession and shall make them available to Tyson for his use upon Tyson's request.

**aa.** The minor children shall continue attending school where they are currently enrolled through the remainder of the 2022/2023 school year. In April of 2023, if the parties cannot agree otherwise, the parties will attend mediation to determine where the children will attend school for the 2023/2024 school year. If the parties cannot come to an agreement at mediation, either party may schedule a hearing with the court and the court will make the decision based on the children's best interests.

**bb.** Decisions for emergency medical care shall be made by the parent who has the child(ren) in his/her care at the time of the emergency;

**cc.** Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his/her custodial time for emergency purposes or necessary appointments; and,

**dd.** The parties will make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to the minor children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor children, they shall attend mediation. Each party shall be responsible for one-half the cost of the mediation. If the parties do not reach an

agreement in mediation, either party may take the issue before the court.

**16. Child Support.** Nicole's gross monthly income is imputed at \$2,600. Tyson's gross monthly income is \$7,916. Based on the joint physical custody child support calculation worksheet for two (2) minor children, with Nicole having the minor children 183 overnights each year and Tyson having the minor children 182 overnights each year, Tyson's child support obligation to Nicole would be \$458 per month beginning January 1, 2023. However, the parties agree to an upward deviation of \$800.00 per month to compensate Petitioner for certain financial concessions she has made in the Settlement Agreement. This upward deviation is therefore in the best interests of the children pursuant to Utah Code 78B-12-202(B)(a)-(d) and/or (f). Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable on the first of each and every month.

**a. Reduction When Child Becomes 18.** In accordance with statute, when a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of minor children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

**b.** Income Withholding. Nicole is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Sections 30-3-5.1 and 62A-11-101 et. seq., Utah Code, as amended.

**17. Child Care Expenses.** In accordance with Utah Code §78B-12-214, the child support order shall require that each parent share equally the reasonable work-related and school-related child care expenses of the parents.

**a.** If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

**b.** In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

**c.** In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

**d.** In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

**e.** The parties agree that before they use paid childcare providers, they will first offer the children to the other parent and/or Tyson's parents without cost.

**f.** **2Medical/Dental Expenses.** In accordance with Utah Code §78B-12-212, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children. Currently Tyson is providing the minor children's medical insurance.

**g.** **3**Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor children 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 in the instant case.

**h.** The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

**i.** Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including but not limited to deductibles and copayments.

**j.** The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

**k.** A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

**l.** In addition to any other sanctions provided by the court, a parent incurring medical 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 Subsections (d) and (e) of this paragraph.

**m.** If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Tyson's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Nicole's health, hospital, or dental insurance plan shall be secondary coverage for the minor children. If a parent remarries and the minor children are 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 minor children.

**n.** **School Registration and Fees.** The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of

payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

**18. Collection and Billing for Expenses of Minor Children.** Pursuant to Utah Code §15-4-6.7, collection and billing pursuant to court or administrative order of child support:

1. When a court enters an order that provides for the payment of medical and dental expenses of a minor child under Section 30-3-5, 30-4-3, or 78B-12-111, or an administrative order under Section 62A-11-326, a provider who receives a copy of the order:

i. at or before the time the provider renders medical or dental services to the minor child shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

ii. within 30 days after the day on which the provider renders the medical or dental service, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

2a. When a court enters an order that provides for the payment of school fees of a minor child under Section 30-3-5 or 30-4-3:

(i) a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee shall, upon request from either parent, separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

b. A provider may bill a parent for the parent's share of a minor child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the minor child's school fee.

**19. Extracurricular Activities.** The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party

unilaterally enrolling the minor children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time.

**20. Tax Benefits.** The parties will file their 2022 tax returns together as married filing jointly. Tyson will obtain Nicole's signature on the tax returns before filing them. Any refund obtained will be divided equally between the parties. The party who receives the refund shall provide the other party his/her share within 5 days of receipt. Beginning with the 2023 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns as follows:

**a.** So long as there are two (2) minor children, Nicole shall be entitled to claim the oldest child each year for tax benefit purposes and Tyson shall be entitled to claim the youngest child each year for tax benefit purposes.

**b.** At such time as there is only one minor child, the parties shall alternate claiming the child with Nicole receiving the benefit for tax years ending in an odd number and Tyson receiving the benefit for tax years ending in an even number.

**c.** Tyson must be current on his child support obligation as of December 31<sup>st</sup> of the tax year he is entitled to claim the minor children for tax benefit purposes on his tax return.

**d.** The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor children when he/she is entitled to the tax benefit.

## **INSURANCE**

**21. Medical Insurance.** The parties should be responsible for their own medical insurance upon entry of the Decree of Divorce herein.



22. **Auto Insurance.** The parties should be responsible for their own auto insurance upon entry of the Decree of Divorce herein. Nicole's obligation to obtain her own auto insurance will begin as soon as the home is sold. Until the home is sold, Tyson will maintain Nicole's current auto insurance policy.

## **PROPERTY SETTLEMENT**

### **ALIMONY**

23. Tyson shall pay Nicole alimony in the amount of \$1,200 per month for a period of seventy two months (6 years), commencing the first full month after the marital home is sold. The alimony is due is payable on the first of each and every month. The alimony shall automatically terminate upon the expiration of the time period stated herein, the death of either party, Nicole's remarriage or Nicole's cohabitation as defined under Utah law, whichever occurs first.

24. Until the home is sold and Tyson's alimony obligation begins, as outlined in the preceding paragraph, Tyson will pay Nicole \$342.00 in supplemental support each month beginning December 1, 2022.

### **ASSETS**

25. **Real Property.** 4During the marriage, the parties acquired a home located at 1566 East Duggan Drive, Eagle Mountain, Utah. The parties are both currently residing in the home together and will continue to do so, subject to the following:

a. The parties will list the home for sale immediately with a mutually agreed upon realtor and will make a good faith effort to sale the home as quickly as possible. Both parties will follow the advice and direction of the realtor as related to selling the home

(price, staging, repairs, etc.). Neither party will unreasonably disrupt the sale process or disagree with the advice and direction of the realtor.

**b.** Until such time as the home is sold, Tyson shall assume and pay all debt associated with the home, holding Nicole harmless therefrom. Both parties shall maintain the home in good showing condition. Neither party shall commit waste to the home or on the property and neither party shall further encumber the home. When the home sells, the proceeds of the sale shall be applied as follows:

- i. First, to pay expenses of sale;
- ii. Second, to retire the mortgage on the home;
- iii. Third, to pay off the balances owing on the Chase credit card (\$18,694.00) and the Wells Fargo credit card (\$4,024.65)
- iv. Fourth, the balance remaining thereafter to be divided equally between the parties.

**26. Vehicles.** The parties acquired vehicles during the marriage, which shall be awarded as follows:

<i>Vehicle Description</i>	<i>Awarded to:</i>
2015 Jeep Cherokee	Nicole
2010 Dodge Ram F150	Nicole
Four Wheeler	Nicole
Polaris Razor	Tyson
Boat	Tyson

**a.** The parties will cooperate in signing the title(s) on the vehicle(s) the other party is awarded, and exchanging the title(s) and keys in their possession to the party awarded the vehicle(s), within seven (7) days of the signing of the Stipulation.

**b.** Each party will be responsible for the debt, maintenance and auto insurance on the vehicle(s) he/she is awarded, holding the other harmless therefrom once the home is sold.

**c.** Each party shall make a good faith effort to refinance the loan attached to the vehicle he/she is awarded, removing the other party therefrom, within thirty (30) days of the signing of the Stipulation. Nicole will pay off the loan attached to the 2015 Jeep Cherokee within seven (7) days of receiving her share of the equity from the marital home once it is sold.

**27. 8Personal Property.** The parties acquired personal property during the marriage, which shall be awarded as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Movie projector and screen	Nicole
Four peddle bikes (two children bikes and two adult bikes)	Nicole
T.V. in the master bedroom	Nicole
Bedroom set in master bedroom	Nicole
Two cats	Nicole
Bedroom set belonging to K.D.D.	Tyson
All workout equipment accept for the treadmill	Tyson
Dog; the dog will follow the children. Each parent will ensure that the dog is sent with the children during parent time exchanges.	Tyson/Nicole
Bedroom set belonging to E.M.D.	Nicole

**a.** Each party is awarded their own personal property and effects, including premarital property. All items of marital property, except for the items listed directly above, shall be equitably divided between the parties. If the parties dispute any item of marital property they shall return to mediation in an attempt to resolve the dispute.

**28. Bank Accounts.** Each party shall be exclusively awarded any and all bank accounts held solely in his/her name, free and clear from any claim by the other party.

**29. Stock.** From the time of the parties' marriage and through the date of the parties' separation, Tyson acquired shares of Crypto currency. Tyson shall be awarded all of the Crypto currency as part of the property settlement stated herein.

**30. Retirement Accounts.** The parties acquired retirement accounts during the marriage, which shall be awarded as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Bricklayers Union Pension (BAC Local 1 Union)	Unknown	½ each of the marital portion to be determined by using the Woodward Formula
All other retirement accounts held by either party	Unknown	½ each of the martial portion

**a.** Neither party shall borrow against or withdraw from any of the retirement accounts prior to the division of the accounts.

**b.** Nicole shall be responsible for filing a Qualified Domestic Relations Order (QDRO), to secure her awarded portion of Tyson's retirement accounts.

**c.** The parties shall mutually cooperate in releasing the necessary information for the preparation of the QDROs.

**31. Chase credit card points.** Tyson is awarded all of the remaining Chase reward points on the Chase credit card. In return, Tyson will pay Nicole's portion of the November 29, 2022 mediation with Kathy Elton.

## DEBTS

32. The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Mortgage attached to marital home	\$420,000	Tyson until sold
Loan attached to 2015 Jeep Cherokee	\$13,000	Nicole beginning January 1, 2023; Tyson will make the payment for December 2022
Loan attached to Polaris Razor	\$18,000	Tyson
Chase credit card	\$18,694	Tyson until home is sold and paid off
Wells Fargo credit card	\$4,024.65	Nicole until home is sold and paid off

**a. Joint Accounts.** Neither party shall incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the credit card account once the home is sold and the credit cards are paid off.

**b. Other Debts.** Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.

**c. Creditors.** The parties understand that for joint debts, upon the entering of the Decree of Divorce, 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.** For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

**e. Delinquency in Payments.** If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

#### **MISCELLANEOUS**

**33. Arrearage.** The signed Stipulation resolves all claims either party has against the other including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums and any other financial claims through the date of the signing of the signed Stipulation.

**34. Mutual Restraining Order.** Both parties shall be restrained from making disparaging or derogatory remarks to one another or to their minor children about one another or in the minor children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from annoying, stalking, harming, harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, statements about the other party on any social media sites. 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/her best efforts to prevent third parties from such violations, or shall

remove the minor children from such circumstances. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

**35. Former Name.** An order should enter restoring Nicole to her former name of Nicole Ciao, should she so desire.

**36. Attorney Fees and Costs.** Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

**37. Identity.** Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

**38. Execution of Final Documents.** The parties agree that a final Decree of Divorce may be entered reflecting the terms of the signed Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce. Nicole's attorney shall prepare the final documents and Tyson's attorney shall have the opportunity to review the documents prior to filing with the Court.

\*THIS DOCUMENT WILL ENTER AS AN ORDER ONCE SIGNED AND DATED AT  
THE TOP OF THE FIRST PAGE.

**NOTICE OF INTENT TO SUBMIT FOR SIGNATURE**

TO: Nicole Dahl  
Petitioner

NOTICE is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned attorney for Respondent will submit the above and foregoing ORDER to the Fourth District Court in Utah County for signature, upon expiration for seven (7) days from the date of this notice, plus three (3) days for mailing, unless written objection is filed prior to that time.

DATED and SIGNED this 19<sup>th</sup> day of January 2023.

John S. Larsen  
*Attorney for Respondent*

APPROVED TO AS TO FORM

/s/ Heather M. Seegmiller by John S. Larsen (with permission via email on January 20, 2023)  
*Heather M. Seegmiller*  
Attorney for Petitioner

MAILING CERTIFICATE

I do swear that the foregoing document was mailed to the undersigned individual this 19<sup>th</sup> day of January 2023:

Heather M. Seegmiller  
Attorney for Petitioner

/s/ John S. Larsen  
JOHN S. LARSEN