

The Order of the Court is stated below:

Dated: March 26, 2024
01:08:28 PM

/s/ DAVID J WILLIAMS
District Court Judge



David T. Holman (USB # 13243)
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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT | DAVIS COUNTY
800 West State Street, Farmington, UT 84025

In the Matter of the Marriage of:

DECREE OF DIVORCE

HEATHER S. JOHNSON,
Petitioner,

Civil: 234701350 DA

and

Judge: David J. Williams
Commissioner: Julie Winkler

MICHAEL O. JOHNSON,
Respondent.

The above-entitled matter came on before the Honorable David J. Williams, District Court Judge, for the entry of Findings of Fact and Conclusions of Law and the Decree of Divorce, without a hearing and based upon the Stipulation and Settlement Agreement (“Stipulation”) between Petitioner Heather S. Johnson (“Heather” or “Mother”) and Respondent Michael O. Johnson (“Michael” or “Father”), being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES:

A. The parties are awarded a Decree of Divorce to become final upon signature by the Court and entry into the registry of judgments.

B. The parties entered into the Stipulation resolving all pending issues in this matter, which is already on file with the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

- 1.
2. 1. Children. The following are minor children of the parties.
- 3.

Name	Date of Birth
O.K.J.	September 2007
E.J.J.	July 2011

PARENTING PLAN

1. 2. Custody/Parent time. The parties are awarded joint physical and legal custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows, which shall take effect on March 18, 2024:

2.

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	DAD	DAD	MOM	MOM	MOM	MOM	MOM
Week 2	DAD	DAD	MOM	MOM	DAD	DAD	DAD

a. a. The parties shall have 50/50 custody such that the Father exercises parent-time every Monday overnight and

Tuesday overnight with the exchange at school on Wednesday morning or 9 a.m. when school is not in session. The Mother shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session.

b. b. Extended Time: Each party is entitled to two uninterrupted weeks of parent-time with the children during the children's summer break.

c. 3. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

d. 4. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code

Annotated §30-3-35.1 as follows:

e.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Juneteenth: (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth is Father's

		Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with the exchange at school
Father	Mother	Thanksgiving after school on the day school lets out to the day school

		resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

a. 5. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the children's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

b. a. Medical.

i. i. The parties will continue to use their current pediatrician as the pediatrician for the children and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.

ii. ii. The parties will use their current dentist as the

dentist for the children and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the children's dental care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending dentist.

iii. iii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling for emergency or same day care and within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

c. b. Separate Accounts. According to Utah Code Annotated§15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

d. c. Educational Plan. The children shall continue to attend their current and matriculating schools, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

e. d. Changing Parent-Time. There shall be no changes to the parent-time schedule, or makeup parent-time when one party is unable to exercise their parent-time, unless both parties agree in writing in Our Family Wizard to the change. The parents shall not talk to the children about any proposed change to the parent-time schedule, or makeup time for either party, prior to the parties agreeing in writing to the change.

f.

g. 6. Relocation. If either party moves more than 150 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §30-3-37.

h. 7. Our Family Wizard. The parties will utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their children to deliver messages. The parties will use text messages only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by March 31, 2024. The parties shall respond within 48 hours of any communication. The parties will exchange receipts, calendar, and communications through Our Family Wizard. The parties will not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to

issues regarding the children. The parties shall abide by the recommendations of the tone meter.

i. 8. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges 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.

j. 9. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure or 30 days prior to departure for International travel:

k. a. An itinerary of travel dates;

l. b. Destination;

m. c. Places where the children or traveling parent can be reached;

n. d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

o. e. Both parties shall have unfettered access to the children's passports and be able to travel on their respective

parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld. Passports shall be given to the traveling party if in the possession of the other party within 10 days of notice of international travel being provided.

p. 10. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

q. 11. 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 that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice. Currently, the approved extra-curriculars are volleyball and music lessons. Currently, the parties will each place \$600 into a joint MACU account (established no later than March 30, 2024) for the activities and expenses for the minor children. This amount shall be modified each

September and January to reflect the agreed-upon extracurricular activities of the minor children. A ledger of approved extracurricular expenses shall be shared on Our Family Wizard.

r. 12. 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.

s. 13. Mutual Restraining.

t. a. 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.

u. b. 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 children, 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.

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

w. d. 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.

x. e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

y. f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

z. g. 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.

aa. 14. First Right of Refusal. Each parent will have first option to provide

care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

bb.

cc. 15. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation impractical.

dd. 16. Activity Costs. Extra-curricular expenses for the children shall be shared as set forth above in paragraph 11. Each party shall be 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. The parties shall pay the providers directly if possible. If it is not possible, 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. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child 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. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Our Family Calendar within 24 hours of receiving the calendar or any change.

ee. 17. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, 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.

- ff. 18. Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.
- gg. 19. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent will be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

- a. 20. Child Support. Child Support shall be calculated as according to Utah Code Annotated §78B-12-201 *et seq.* The Mother's gross monthly income is \$6,000 per month. The Father's gross monthly income is \$32,895 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation should be \$1,618 per month. Child support shall commence March 1, 2024. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a child dies,

marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

b. 21. Health insurance.

c. a. Respondent will maintain health insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212.

d. b. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

e.

f. c. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

g. d. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

h. e. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent 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 dependent

children.

i. f. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

j. g. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

k. 22. Childcare Expenses. The parties shall each pay their own respective childcare costs on their own time.

l. 23. Dependency exemption. So long as Respondent's income exceeds the allowable maximum to benefit from the dependency exemption, Petitioner shall be entitled to claim both children as dependents on her tax returns. If there is a substantial change in the Child Support amount, the dependency exemption shall be readdressed.

m. 24. Taxes. The parties will file joint tax returns for 2023. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

n. 25. Real Property.

o. a. The Triplex located at 1316 East 600 South in Salt Lake City will be awarded to the Petitioner with all debts, rents and liabilities associated therewith, commencing on April 1, 2024. Respondent shall transfer \$411 to Petitioner no later than March 18, 2024, along with any rents received after March 8, 2024. The March utilities shall be paid by Petitioner. Any rents received after March 8, 2024 shall be awarded to Petitioner. The March mortgage has been paid. Petitioner shall receive a statement from the rental account MACU x0933 for March 2024 and a copy of all of the current contracts. Petitioner shall hold the other party harmless on all debts and liabilities associated with the home. Petitioner will transfer the utilities into her name by April 1, 2024. Petitioner will refinance the property no later than 90 days after sale of the Lofty Lane home (referenced below). In the event that the refinance does not occur within the timeframe permitted, the parties agree to immediately put the home for sale with Gordon Brown. The proceeds of the home shall be distributed as follows:

- i. i. First, the parties shall pay the cost of sale;
- ii. ii. Second, the mortgage shall be paid;
- iii. iii. Thereafter, the equity shall be awarded to

Mother.

p. b. The Heber Vacant Lot is awarded to Mother with all debts, rents and liabilities associated therewith, commencing on March 1, 2024, free and clear of any claim from Father.

q. c. The Tooele Lot is awarded to Mother with all debts, rents and liabilities associated therewith, commencing on March 1, 2024, free and clear of any claim from Father.

r.

s. d. The Jordan River Assisted Living Facility is awarded to Father with all debts, rents and liabilities associated therewith, commencing on March 1, 2024, free and clear of any claim from Mother.

t. e. The Syracuse Home is awarded to Father with all debts, rents and liabilities commencing on March 1, 2024 free and clear from any claim from Mother.

u. f. The parties are selling the following properties for a reasonable market value price and shall split equally any proceeds from the home.

i. i. The Heber Cabin

ii. ii. The Marital Home on Lofty Lane

iii. iii. The Father is awarded the use of the Lofty Lane

home until it sells and will make the mortgage payments on the home and cabin commencing March 1, 2024 through the date of sale. The parties agree to list the home and cabin for sale with Joe Gordon, Gordon Real Estate Group, as real estate agent no later than April 8, 2024, and shall contact him no later than March 18, 2024. The parties shall follow the advice of Joe Gordon as to listing price and all issues pertaining to the marketing and sale of the home and cabin. The closing on the home shall be no sooner than May 31, 2024. Upon the sale of the home and cabin at a reasonable market value price, the parties will split the net equity. The proceeds of the properties shall be distributed as follows:

- i. i. First, the parties shall pay the cost of sale;
- ii. ii. Second, the mortgage shall be paid;
- iii. iii. Third, the equity shall be equally divided between the parties.
- iv. iv. Thereafter, Mother shall pay $\frac{1}{2}$ of the mortgage payment made April 1, 2024 until the sale of the cabin from her equity portion.

- i. 26. Personal Property. During the course of the marriage

relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

ii.

<i>Item Description:</i>	<i>Awarded to:</i>
Two Ebikes and Bike Rack	Petitioner, to be retrieved immediately but no later than March 9 at 3 p.m.
1981 Porsche	To be sold at auction with a reserve price of \$110,000. The parties shall both be part of the auction and shall agree on any reductions to the asking price. The parties shall equally divide the net sale proceeds.
1974 Ford F100 2002 Subaru 2013 Camplight Subaru Ascent	Petitioner: Petitioner shall assume the insurance on these vehicles as of March 8, 2024.
1989 Porsche 2016 Dodge Truck 2008 Porsche Boxster 2019 BMW Motorcycle	Respondent
Subaru Forester 2002 Honda Accord	Awarded to the Child currently driving the vehicle. The parties shall equally pay for the vehicle including but not limited to registration, repairs, and insurance while the child

	is a minor.
Each party shall receive Digital Copies of the photos on iCloud. Respondent will be responsible to provide the digital copies to Petitioner by April 8, 2024. Each party will receive digital copies of the videos in the safe. Petitioner shall receive the originals.	

a. a. The parties shall return to mediation with each party paying one-half of the cost no later than April 30, 2024, for the personal property not listed herein. The personal property that is listed herein shall not be counted on the personal property ledger for division.

b. 27. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

- c.
- d.

<i>Debt Description:</i>	<i>Obligation of:</i>
MACU Visa	Petitioner
American Express credit card	Respondent
Other debts in Respondent's Name	Respondent
Other debts in Petitioner's Name	Petitioner

a. a. Respondent shall remove Petitioner as an authorized

user from the American Express credit card on or before April 18, 2024 and shall ensure that her name is no longer associated with that account in any way.

b. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards. The parties shall remove the other party from the debts that they are responsible for no later than March 18, 2024.

c. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

d. 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.

e. 28. Checking and Saving Accounts.

f. a. The following accounts are awarded to Respondent:

- i. i. Gore Employee ASOP Account
- ii. ii. His 401k Fidelity Account
- iii. iii. Respondent's Schwab Roth IRA
- iv. iv. Respondent's GuardianWhole Life Policy
- v. v. MACU ending in x1330, x0933, and x2332

g. b. The following accounts are awarded to Petitioner:

- i. i. Petitioner's Schwab IRA
- ii. ii. Petitioner's GuardianWhole Life Policy
- iii. iii. MACU ending in x1031 and x7761

h. c. The Daughter's Whole Life Policy shall be awarded to the daughter, and she shall have full control of those funds for her educational expenses.

i. d. The parties shall mutually be responsible to cooperate to remove Respondent from the MACU x7761 account

on or before April 18, 2024.

j.

k. 29. Retirement Accounts: Notwithstanding the above, the parties shall equally divide the LPL Financial IRA account and this equal division shall occur within 30 days of the entry of Decree of Divorce. The parties shall equally split the cost associated with dividing this account, if any.

l. 30. Alimony. Neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

m. 31. Property Settlement. Given all of the considerations herein, the Father shall pay Mother a property settlement of \$40,000 no later than April 8, 2024.

n. 32. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. The other person shall sign any documentation requested within 7 days of receipt.

o. 33. Divorce Education: The parties have both completed divorce education requirements.

p. 34. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the

Stipulation. Both parties and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

q. 35. 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 agreement 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.

r. 36. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

s. 37. Final Stipulation: The Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation. The Stipulation shall be the controlling document until the entry of the Decree of Divorce.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **

APPROVAL AS TO FORM FOR ENTRY WITH THE COURT:

/s/ Paige Bigelow ...
Paige Bigelow

Attorney for Petitioner
Date: March 15, 2024 ...

CERTIFICATE OF SERVICE

I hereby certify that on this the 11th day of March 2024 that I served true and correct copies of the foregoing **Decree of Divorce** via email to the following:

Paige Bigelow
Family Law Solutions LLC
Email: pb@flscounsel.com

HOLMAN LAW PLLC

/s/ David T. Holman

David T. Holman
Attorney for Respondent
Michael O. Johnson