

The Order of the Court is stated below:

Dated: December 05, 2022
05:35:38 PM

/s/ ROBERT C LUNNEN
District Court Judge



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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:

DECREE OF DIVORCE

Katie Lynne Hillstead and
Zachary Scott Hillstead

Case No.: 224402156
Judge: Robert C. Lunnen
Commissioner: Marian Ito

THE ABOVE-ENTITLED MATTER came before the Court pursuant to the parties' Stipulation ("stipulation" or "agreement") and the Findings of Fact and Conclusions of Law. Jurisdiction of the Court and Grounds were established by the affidavit and stipulation filed with the Court. The Court has reviewed the parties' agreement and approves of the same. The Court, now being fully advised in the premises, having entered its Findings of Fact and Conclusions of Law and for good cause showing, makes its order as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The parties are granted a decree of divorce on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making the continuance of the marriage impossible.

REAL PROPERTY

2. During the course of the marriage, the parties purchased a home located at 4904 North Eagle Nest Lane, Lehi, Utah 84043. The home shall be placed on the market for sale using Zachary's mother within seven (7) days of the Stipulation. The realtor fees and costs shall be split equally between the parties. The parties shall cooperate to sell the home in an efficient manner that seeks to maximize their equity. Once the home is sold, the proceeds shall be used to retire all debt on the home (including the first mortgage, HELOC, and Good Leap debt) and all sales costs. Next, the remaining equity should be used to retire the parties' 2021 tax debts. If any proceeds remain, Zachary shall receive the first \$12,000 from the home and then the parties shall divide the remaining equity equally. If no proceeds remain from the sale of the home, Katie shall pay Zachary \$12,000 from other sources within 180 days of the closing of the home.

3. The parties shall continue their week-on week-off bird nesting arrangement that they were doing at the time of the Stipulation until November 30, 2022, at which time, Zachary shall be awarded possession of the home. The parties shall immediately divide the LiveOak account equally. The parties shall pay their own separate expenses for food, bills, and other necessities as they have been at the time of the Stipulation. Zachary shall pay all costs associated with the home after November 30, 2022. Zachary shall be responsible for maintaining the home in show-ready condition until the home is sold.

PERSONAL PROPERTY

4. During the course of the marriage, the parties have acquired certain items of personal property. The personal property of the parties shall be divided in an equitable manner.

5. Each party shall be awarded their respective personal items and anything they owned prior to the marriage. Any marital property shall be divided equally between the parties as they can agree. Specifically, Zachary shall be awarded the camping gear and sleeping bags. The grand piano shall stay in the home while it is being shown; thereafter, it shall be awarded to Katie. If the parties cannot agree on the remaining division, they shall return to mediation with each sharing the cost of the mediator equally. If they still cannot agree, either may bring a motion to have the issue addressed by the Court without disturbing the other provisions of this document.

6. The parties have acquired the following vehicles which shall be awarded as follows:

- a. 2021 Chevrolet Suburban: This vehicle shall be awarded to Katie along with all debt, liability, and equity thereon.
- b. 2020 Tesla Model Y: This vehicle shall be awarded to Zachary along with all debt, liability, and equity thereon.
- c. 2020 Ford F 150-Raptor: This vehicle shall be awarded to Zachary along with all debt, liability, and equity thereon.

DEBT AND OBLIGATIONS

7. The parties’ marital debts and obligations shall be awarded as follows:

Debt Owning To:	Approximate Amount Owning:	Awarded To:
Amex (Zachary’s)	-\$421.26	Zachary
Chase Bank (Zachary’s)	-\$30,429	Zachary
Gap (Zachary’s)	-\$150	Zachary
2021 Federal Tax Liability (Joint)	-\$267,506	Pay with proceeds from the

		home sale. Split any remainder equally.
2021 Utah Tax Liability (Joint)	-\$46,315	Pay with proceeds from the home sale. Split any remainder equally.
Moxie Pest Control Settlement (Zachary)	-\$73,000	Zachary
2022 Tithing	-\$24,000	Each pay their own tithing
Good Leap (Joint)	-\$10,500	Pay with proceeds from the home sale.
Amex (Katie's)	-\$2,058	Katie
Gap (Katie's)	-\$1,135	Katie
Chase (Katie's)	-\$7,012.12	Katie
2022 Federal and Utah Taxes	The parties will divide the 2022 Federal and State taxes equally with the exception that Zachary will pay an additional \$10,000 toward the Federal taxes owing.	

ALIMONY

8. Zachary shall pay alimony to Katie in the amount of \$4,478 for a period of twenty-four (24) months, his alimony shall go down to \$3,728 for the next (36) months, then his alimony shall go down to \$2,978 for the remaining thirty-six (36) months. Alimony shall immediately terminate upon either party's death, Katie's remarriage, or a finding of Katie's cohabitation.

9. Alimony shall begin December 1, 2022.

CHECKING, SAVINGS, RETIREMENT, AND INVESTMENT ACCOUNTS

10. During the course of the marriage, the parties acquired various checking, savings, investments, and retirement accounts. Those accounts shall be divided as follows:

Account:	Approximate Balance:	Awarded To:
Chase 7769	\$1,463	Split Equally and Close

Chase 5772	\$127	Split Equally and Close
Chase 6333	\$1,630	Split Equally and Close
Chase 2132 (Hillstead, LLC)	\$6,475	Zachary
Chase 7537 (Katie Hillstead, LLC)	-\$19	Katie
LiveOak	\$40,124	Split Equally and Close
Ameritrade xxxx8197 – IRA	\$44,709	Katie
Ameritrade xxxx1599 – 401k	\$7,192	Zachary
Ameritrade xxxx9822	\$21,223	Zachary
Ameritrade xxxx8195 – IRA	\$19,421	Katie
Principal xxxx7182 – 401k	\$97,365	Zachary
Fidelity – 401k	\$1,187	Zachary

11. Katie shall have access to the children’s 529 accounts. Katie may contribute as she is able or sees fit. All funds, regardless of contributions shall be used to pay for qualifying children’s expenses. If there are any disputes as to the 529 accounts, either party may file a motion with the Court to resolve the dispute, following required mediation, and the Court will determine how to use the account for the children’s benefit.

12. Zachary will maintain a life insurance policy in an amount equivalent to his child support obligations, with the beneficiary listed as Katie, until his child support obligations have ended. He shall be awarded his Prudential Life Insurance policy in full, and Katie shall be awarded her life insurance accounts in full.

TAXES

13. The parties shall divide the 2022 taxes as described above.

14. Beginning in 2023 tax year, the parties shall equitably divide all tax benefits for the minor children going forward. So that the benefits are divided equitably, Katie should always

claim half of the children, with her claiming the younger children, and Zachary shall claim half of the children, with him claiming the older children. In years where there is an odd number of children, the child in the middle at that time shall be claimed by Zachary in even years and by Katie in odd years.

BUSINESSES

15. The parties acquired certain business assets, debts, and liabilities during the marriage. Katie shall be awarded her business called approximately Katie Hillstead, LLC and Zachary shall be awarded his business called approximately Hillstead Enterprises, LLC. The parties shall each be awarded everything associated with their own businesses including, but not limited to, their own business images, social media accounts, websites, logos, equity, accounts, debts, liabilities, etc. Each shall hold the other absolutely harmless from their businesses. Neither party may disparage the other in any public or open forum in a manner that could harm the other's business or reputation.

STATE ASSISTANCE

16. Neither party has received or is receiving public assistance from the State of Utah.

CUSTODY AND PARENT-TIME

Legal Custody

17. The parties shall share joint legal custody of the minor children pursuant to the Parenting Plan herein.

Physical Custody

18. The parties shall be awarded joint physical custody of the minor children. Parent-time shall be as the parties can agree. If the parties cannot agree, they shall exercise parent-time

on a week-on and week-off basis. The exchange shall take place on Mondays, with a pickup from school when school is in session. The parent not exercising parent-time that week, shall be allowed to have an evening with the Children on Thursday from the time school lets out until 8:30 PM when school is in session and 9 PM in the summer. That parent shall return the children back to the other parent's home at the end of the midweek visit.

Holidays and Extended Parent-Time

19. Holiday visitation shall be as the parties can agree. In the event the parties are unable to agree, holiday parent-time shall be pursuant to U.C.A. § 30-3-35 as adjusted by U.C.A. § 30-3-35.1 and 35.2 (specifically the 2022 version of the statutes). Neither party shall be considered the non-custodial parent for holidays or any other purpose. Therefore, in determining the holiday schedule each year, if the parents do not agree, Katie shall have the Thanksgiving holiday in odd years and Zachary shall have the Thanksgiving holiday in even years. The parties will determine the rest of the rotation from the statutory schedules from that rotation.

20. The parents shall each be entitled to two (2) weeks of uninterrupted time during each summer. They shall follow the rules in U.C.A. § 30-3-35(5) (2022) for giving notice of such time as follows:

- a. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.
- b. For the notification requirement above:
 - (1) in odd-numbered years:
 - (a) Zachary shall provide notice Katie by May 1; and,
 - (b) Katie shall provide notice to Zachary by May 15; and,

- (2) in even-numbered years:
 - (a) Katie shall provide notice to Zachary by May 1; and,
 - (b) Zachary shall provide notice to Katie by May 15th.
- (3) If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- (4) If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.
- (5) For the summer of 2023, the parties agree that Katie will have June 24th to July 1st as part of her summer extended time.

PARENTING PLAN

Verification

21. Pursuant to Utah Code Ann. § 30-3-10.8(5), this parenting plan is submitted in good faith.

Relocation

22. Pursuant to Utah Code §30-3-37, if either party relocates more than 150 miles away from their current residence or out of state, then the relocating party shall comply with the notice requirements in Utah Code §30-3-37. Given that this is a joint custody plan, a shorter relocation may also be grounds for a modification depending on the facts of the situation.

Pick-Up and Drop-Offs

23. The parties shall utilize school for exchange purposes when possible. When not possible, the party starting parent-time shall pick the children up except for the midweek visit, when the parent exercising the visit shall provide all transportation.

24. The parties shall utilize curbside pick-ups and drop-offs when possible.

25. Both parties shall behave maturely during exchanges of the children and shall not enter into any conflict with the other parent during the exchange.

Virtual Parent-Time

26. Both parents shall encourage liberal phone visitations. The children's request to call a parent shall be reasonably accommodated.

27. Each party shall have the right to call the children on a daily basis between the hours of 8:00 AM and 8:00 PM.

28. Phone calls shall not be unreasonably denied by the residing parent. Calls shall not be made at improper hours, like bedtime or dinnertime or when the parent knows the children are involved in a special activity. Call shall not be monitored by the other parent.

29. The phone call shall be brief and positive.

30. If a parent buys a cell phone for the children to use, the children shall always be able to use this phone to contact that parent. Either parent may restrict the phone's use, but must provide a reasonable alternate means of contact so that the other parent's virtual parent-time is not restricted.

Decisions Regarding Raising the Children

31. Day-to-day decisions regarding the care, control, and discipline of the children shall be made by the parent with whom the children are residing at the time.

32. Either parent may make emergency decisions regarding the health and safety of the children but that parent shall incorporate the other parent into the situation as soon as reasonably possible.

33. The parties shall discuss the significant decisions regarding the children, including, but not limited to, the children's education, health care, and religious upbringing. If the parties cannot reach a mutual decision, they shall defer to the professionals involved. If they still cannot make a decision, they shall attend mediation. If they still cannot make a decision, either may bring a motion with the Court to have the Court make the decision for them.

34. The children shall remain in their current schools and their lineage unless otherwise agreed upon by the parents in writing. If a parent wants to change the schools, but the parents cannot agree after following the decision-making process, then the requesting parent may file a motion with the Court to have the decision made there.

Communication between Parties

35. Neither party may attempt to have the children transfer verbal or written messages between the parties.

36. The parents shall communicate through OurFamilyWizard, unless they agree in writing to another communication method. The parents shall respond to reasonable parenting requests or inquires within seventy-two (72) hours, unless the matter has already been responded to and no new information is reasonably necessary. Third parties shall not be used to facilitate

communication between the parties unless otherwise agreed upon by the parties. The parents may text one another for emergencies or things that need to be communicated immediately.

Respect and Cooperation

37. Both parents shall recognize that the best interests of the children require them to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents shall encourage affection and promote respect toward the other parent.

38. The parents shall be absolutely restrained from harassing, stalking, swearing at, belittling, or demeaning the other parent.

39. Neither parent may attempt to, or recklessly, harm the relationship between a parent and the children. This includes making disparaging comments about the other parent, or allowing the children to be in the presence of anyone who does.

40. Both parents shall share information on any condition, problem, significant fact, or circumstance, which may impact the other parent's relationship with the children or the well-being of the children.

41. The parties shall build a co-parenting relationship filled with trust and respect.

42. The parties shall start over and recommit to this Parenting Plan when one or both neglect a provision in this plan.

43. The parties shall not schedule or promote an activity that falls on the other party's parent-time without first obtaining permission from that party in writing.

44. If there is an activity that a parent would like the children to attend, but falls on the other parent's time, the requesting parent shall discuss the event with the other parent before

doing so with the children. The requesting party shall abide by the other parent's decision and shall not attempt to sway the other parent through the children.

45. At this time both parents agree to facilitate the children's currently agreed upon extra-curricular activities that happen to fall on their time. The parents agree on the following for extra-curricular activities:

- a. A.B.H. born November of 2007 – Football and offseason training;
- b. A.L.H. born October 2009 – Track and tennis;
- c. E.J.H. born August of 2012 – Club soccer and cheer;
- d. B.S.H. born September of 2015 – Flag football (regular later) and soccer; and
- e. W.S.H. born September of 2015 – Flag football (regular later) and soccer.

46. The parents shall each pay half of the costs associated with the children's current agreed upon extra curriculans. The parents shall only be required to pay up to \$125 per month per child for additional activities beyond the list above. And, the parents shall work together to switch the extra curriculans when the children express a reasonable desire to switch. Neither parent may confirm a non-agreed upon extracurricular on the other parents' time without first obtaining that parents' agreement in writing. Neither parent will apply pressure on the children in regard to what activity they want to do.

Extended Overnight Trips

47. Both parents shall notify the other whenever they intend to take the children on any overnight trip. The traveling party shall get the other's permission if this trip interferes with other parent's parent-time or school. Prior to any travel, the parent shall provide an itinerary to the other parent to give the location(s) of where the children will be, a description of what the

children will be doing, dates and times of the trip, and contact information that the parent may use to contact the children.

Contact Information and Records

48. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses, and any other important contact information, including how to be reached in the event of an emergency.

49. Each party shall notify the other of any anticipated residential move, giving sixty (60) days of notice of any move. This requirement is in addition to the specific statutory requirements on relocation.

50. Updated contact information including new address, new phone number, and new email shall be exchanged within twenty-four (24) hours of any change.

51. Both parties shall both have access to all of the children's medical records and school reports.

School Functions and Social Activities

52. Both parties shall be entitled to participate in all social and school functions and sporting events for the children. The children have the right to say a brief hello to the parent who is not exercising parent-time during their sporting events.

53. The parents shall have an affirmative duty to log onto websites and otherwise inform themselves on all school, sporting, and social activity dates and details and to help the children be ready for the same on their time. They shall both utilize online portals and email strings to stay informed. However, both shall also do their best to notify the other parent of activities and functions that are not accessible via the online portal or joint email strings.

54. Both parents shall have the children ready and to school on-time on their parent-time. If attendance, timeliness, or preparedness for school becomes a habitual issue of either parent, the parties shall mediate the issue and if no decision is made either can bring the issue before the Court for resolution.

55. Both parents shall ensure that the children are completing their school work on their time so that neither parent is forced repeatedly to rush to complete assignments or projects.

Illness

56. The parties shall notify the other when a child is ill. Prior to the exchange of the child who is ill, the parties shall discuss regular parent-times and shall reasonably accommodate the sick child. If the parties cannot agree, regular parent-time shall not be impacted. A parent shall not use the child's illness to frustrate parent-time.

Third Parties

57. Parties shall not introduce Minor Children to any romantic interest until they have been in a committed relationship for more than six (6) consecutive months.

58. Parties shall not allow guests with whom they are romantically involved, but not married, to spend the night while he or she is exercising parent-time.

59. Both parties shall take any and all steps necessary to ensure that whomever they cohabitate with or remarry does not interfere with the other parents' parent-time or the provisions of this document and instead that person shall cooperate and help facilitate parent-time with the other party.

60. The restrictions outlined in this document also apply to any persons residing or associating with the children. The parent exercising parent-time is responsible for limiting third parties' actions that violate these provisions or else removing the children from the exposure.

61. Both parents shall have the right of first refusal for any periods where the children will be left with a third party for overnight or if a parent is out of town. This provision does not apply to sleepovers with friends or family if the caretaking parent is otherwise available to care for the children at the time. The parent needing surrogate care has a strict affirmative duty to notify the other parent that they will be relying on surrogate care, giving the other parent the right to exercise first refusal so long as that parent does all transportation. The notice shall be given as soon as the parent knows that they will be relying on surrogate care.

Contempt

62. This parenting plan shall be incorporated into the orders in this case. The parties shall understand that failure by either party to comply with this parenting plan may result in a finding of contempt by the Court and therefore may result in the Court awarding attorney fees, court costs, fines, changes in custody, jail time, and other remedies.

MEDIATION

63. If there is a dispute between the parties, the parties shall attend mediation prior to bringing the issue to the Court. Each party shall attend the mediation and participate in good faith; and mediation may be conducted online. If the parties are unable to agree upon a mediator, the party requesting mediation shall arrange for a mediator through the Administrative Office of the Courts. A written, signed record shall be prepared of any agreement reached in mediation and a copy provided to each party. The parties shall share the cost of the mediator equally. A dispute

may not be presented to the Court in this matter without a good faith attempt by both parties to first resolve the issue through mediation. The Court shall retain the right to review mediation, any parenting decision, and to assess the costs thereof. Motions to Enforce and emergency requests may be filed without mediation if mediation is not practical given the time restraints.

CHILD SUPPORT

64. Pursuant to Utah Code § 78B-12-202 et seq. it is reasonable and proper that the child support be paid as follows:

- a. Katie's ability to earn shall be imputed at \$4,000 per month and Zachary's ability to earn shall be imputed at \$22,000 per month. Based on the parties' incomes and with Katie having 183 overnights and Zachary having 182 overnights, Zachary shall pay child support to Katie in the amount of \$1,522 each month. Child support shall begin December 1, 2022.
- b. Unless the Court orders otherwise, support for a 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 year 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 in accordance with Utah Code § 78A-6-801 et seq.
- c. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month shall be considered

delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month shall be delinquent on the 21st day of the month.

- d. If more than two (2) payments are missed in a calendar year, the person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing children support arrearages. This income withholding procedure will apply to existing and future payors. All withheld income will be submitted to the Office of Recovery Services until such time as the noncustodial parent no longer owes child support to the person entitled to receive children support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. If mandatory income withholding is implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the payor.
- e. Each party shall notify one another within ten (10) days of filing their taxes if their income meets any of the following threshold changes.
- f. Under Utah Code § 78B-12-210(8), the parties shall have a right to adjust this child support order by motion after three years from the date of its entry if (1)

upon review there is a difference of 10% or more between the amount previously ordered and the new amount of children support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services will review the order, and if appropriate, move the court to adjust the amount.

- g. Under Utah Code § 78B-12-210(7) and (9), the parties shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

HEALTH INSURANCE AND MEDICAL CARE

65. Pursuant to Utah Code § 78B-12-212, it is reasonable and proper that:

- a. Whichever parent is able to provide insurance shall cover the children's medical and dental insurance so long as it is reasonably available to him or her. If the parents agree in writing, they may use one (1) insurance, rather than double coverage. The parties shall share the costs equally.
- b. Both parties shall share equally all reasonable and necessary uninsured medical expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.
- c. The parent who incurs medical expenses for the minor children shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent shall reimburse the amount within thirty (30) days of receiving the notice.
- d. 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 the Subparagraph "c" above.

DAYCARE EXPENSES

66. Each party shall be responsible for half of the work or education related daycare/child-care expenses; however, before incurring such expense, the party shall inform the other party with at least twenty-four (24) hours of notice that such expenses will be incurring, allowing the other party the first right of refusal to avoid the cost. Documentation of such

expenses shall be provided to the other parent within thirty (30) days of incurring the expense. Reimbursement for such expenses shall be made within thirty (30) days of receiving notice.

MISCELLANEOUS

67. Katie shall be restored of her maiden name of Robbins if she so desires.

68. The parties' dog, Oak, shall go back and forth with the children for their parent-time with each parent. The parties shall each pay for the day-to-day expenses for the dog including food and caregiving on their time with the children. The parties shall share all of the dog's veterinarian expenses equally. If a parent is taking the children out of town for their parent-time, the other parent shall have the dog so long as they were given proper notice of the trip and are planning to be in town.

EXECUTING DOCUMENTS

69. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this document. If a party fails to execute a document within sixty (60) days of the entry of the Court's order, the other party may bring an order to show cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

COOPERATION

70. The parties shall cooperate with the other, through counsel or otherwise, to effect changes in titles to property to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and

every other way necessary or proper to ensure the Court's orders are carried out in every detail. Failure to cooperate may constitute contempt and the Court may order a non-cooperating party to pay attorney fees, pay a fine, serve jail time, among other remedies.

71. The parties shall be awarded all equity, debt, and liability for anything they have been awarded. They shall make all payments on-time and hold the other party completely harmless in regard to such awards and responsibilities. If a party fails to make a payment because the responsible party failed to do so on an asset that has not yet been divided, that party shall be fully reimbursed, including any attorney fees, costs, interest, and damages associated therewith.

ATTORNEY FEES

72. Both parties shall pay their respective attorney fees in this matter. However, the prevailing party to an action for breach of a term of a stipulation or order shall be entitled to his or her attorney fees and costs.

NOTICE REGARDING CREDITORS

73. Pursuant to U.C.A. § 15-4-6.5, 30-2-5, and 30-3-5(1)(C), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore, the party not obligated to pay a joint obligation shall:

- a. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible;
- b. Notify that joint creditor of the current address for each party;
- c. Inform that joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the

contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

FINALIZATION OF THE CASE

74. The parties will work together cooperatively via email through their attorneys to finalize the divorce case. They will follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts and approving them.

75. The parties agree to the foregoing terms as a complete resolution to their divorce case.

--END OF DOCUMENT--

In accordance with the Utah State District Court E-Filing Standard No. 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper margin of the first page of the order once signed.

Approved as to form:

/s/ Suzette Rasmussen

Suzette Rasmussen

Attorney for Zachary Hillstead

Ms. Rasmussen approved this document electronically on the 29th day of November 2022.

CERTIFICATE OF DELIVERY

I hereby certify that on this the 22nd day of November 2022, I caused to be delivered a true and correct copy of the foregoing proposed **DECREE OF DIVORCE** to the following:

Suzette Rasmussen Attorney for Zachary Hillstead	First Class U.S. Mail, Postage Prepaid Facsimile Transmission <input checked="" type="checkbox"/> Email E-Filing
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/s/ Lexie Baker