

The Order of the Court is stated below:

Dated: August 04, 2025
07:24:55 PM

/s/ **CATHERINE CONKLIN**
District Court Judge



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IN THE SECOND JUDICIAL DISTRICT COURT
COUNTY OF DAVIS, STATE OF UTAH, FARMINGTON DEPARTMENT

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| In the Matter of the Marriage of: SARAH SACKETT, Petitioner, and AUSTIN SACKETT, Respondent. | DECREE OF DIVORCE Case No.: 244700579 Judge: Hon. Catherine Conklin Commissioner: Christina Wilson |
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Sarah Sackett (“Sarah”) having filed a Petition for Divorce against Austin Sackett (“Austin”) on April 10, 2024; Austin having filed an Answer and Counterclaim for Divorce on May 7, 2024. Both Parties having been provided due notice and opportunity to be represented. The Court has received the parties’ written *Stipulation and Property Settlement Agreement* filed on June 24, 2025 (“the Stipulation”), which resolves all pending issues between the parties. The Court, having also received Petitioner’s *Declaration of Jurisdiction and Grounds*, having previously made and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS, ADJUDGES** and **DECREES** as follows:

PARTIES, CHILDREN, JURISDICTION AND VENUE

1. The parties are actual and bona fide residents of Davis County, State of Utah, and were such for at least ninety (90) days immediately prior to the commencement of this action.
2. The parties are husband and wife, having been married in the City of Salt Lake, Salt Lake County, State of Utah on August 6, 2014.
3. The parties separated in or about January 2024.
4. The parties are the parents of three (3) minor children born as issue of the marriage, to wit: N.S. born December 2017; J.S. born December 2019, and C.S., born May 2022.
5. Jurisdiction is proper in this court pursuant to Utah Code Ann. §§78A-5-102 and 30-3-1.
6. Venue is proper in this court pursuant to Utah Code Ann. §§78B-3-307.

GROUND FOR DIVORCE

7. During the course of the marriage, irreconcilable differences have arisen between the Parties such that the Parties are hereby granted a Decree of Divorce.

CUSTODY AND PARENT-TIME

8. The parties shall have joint physical custody of the minor children.
9. Parent time shall be as the parties agree. If the parties cannot otherwise agree, the parties shall be awarded parent time pursuant to Utah Code §81-9-305 as follows:
 - a. Respondent shall have parent time on Mondays and Tuesdays.
 - b. Petitioner shall have parent time on Wednesdays and Thursdays.
 - c. The parties shall alternate weekends Friday through Monday morning.

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10. *Holidays.* If the Parties cannot agree on a holiday schedule, the default holiday parent-time schedule shall be found in Utah Code Ann. §81-9-303, as amended, and pursuant to the following table:

| Holiday | Holiday Time Period | Years Mother is Granted Holiday | Years Father is Granted Holiday |
|--------------------------------|---|--|--|
| Dr. Martin Luther King Jr. Day | <p>(1) Holiday begins Friday at:</p> <ul style="list-style-type: none"> (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. <p>(2) Holiday ends:</p> <ul style="list-style-type: none"> (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school. | Odd years | Even years |
| President's Day | <p>(1) Holiday begins Friday at:</p> <ul style="list-style-type: none"> (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. <p>(2) Holiday ends:</p> <ul style="list-style-type: none"> (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school. | Even years | Odd years |
| Spring Break | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. | Odd years | Even years |

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| | (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school. | | |
| Memorial Day | (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school. | Even years | Odd years |
| Mother's Day | (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m. | All years if noncustodial parent is the mother or other parent designated in the order. | All years if custodial parent is the mother or other parent designated in the order. |
| Father's Day | (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m. | All years if noncustodial parent is the father or other parent designated in the order. | All years if custodial parent is the father or other parent designated in the order. |
| Juneteenth National Freedom Day | (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 National Freedom Day is Father's Day. | Even years | Odd years |

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| | (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day. | | |
| Independence Day | (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m. | Odd years | Even years |
| Pioneer Day | (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m. | Even years | Odd years |
| Labor Day | (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school. | Odd years | Even years |
| Columbus Day | (1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day. | Even years | Odd years |
| Fall Break | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school. | Odd years | Even years |
| Halloween | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins. | Even years | Odd years |
| Veterans Day | (1) Holiday begins at 6 p.m. on the day | Odd years | Even years |

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| | before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day. | | |
| Thanksgiving | (1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school. | Even years | Odd years |
| Winter Break (First Half) | (1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m. | Odd years | Even years |
| Winter Break (Second Half) | (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break. | Even years | Odd years |
| Day of Minor Child's Birthday | (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. | Even years | Odd years |
| Day Before or After Minor Child's Birthday | (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. | Odd years | Even years |

11. *Precedence of Parent Time.* If a conflict arises in the parent time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent time:

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- a. The holiday schedule for Mother's Day or Father's Day;
- b. The holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent time under Paragraph 12 and takes the minor child away from the parent's residence during the uninterrupted extended parent time;
- c. The holiday schedule for any holiday listed above that is not Father's Day, Mother's Day, or the child's birthday;
 - i. A parent exercising parent time for the minor child's birthday may bring the other siblings along for the minor child's birthday.
- d. Extended parent time under Paragraph 12; and
- e. The schedule for weekday or weekend parent time.

12. *Extended Summer Parent Time.* Each year a parent may designate two consecutive weeks to exercise uninterrupted parent time during the summer when school is not in session. In even years, Austin shall make his designation by May 1st and Sarah shall make her designation by May 15th. In odd years, Sarah shall make her designation by May 1st and Austin shall make his designation by May 15th. If a parent fails to provide notification within the time periods, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods, the first parent to provide notice may determine the schedule for summer break.

13. *Transportation.* All parent time exchanges and transportation for parent time exchanges shall be as agreed upon by the parties, and if no agreement as follows:

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- a. Each party is responsible for transporting the children to and from school during their parent time and is responsible for the children's timely arrival to and pick-up from school.
- b. If school is in session, the parent who is exercising their parent time period with the child is responsible to take the child to school in the morning at the conclusion of their last overnight parent time, and the parent who is commencing their parent time period with the child, is responsible to pick the child up from school in the afternoon of that same day in order to commence their parent time period.
- c. All parent time exchanges shall take place at school, when possible. Any parent time exchange which does not take place at school, shall be as follows:
 - i. The parent who is beginning their time with the child shall pick up the child from the other parent at 9:00 a.m. unless otherwise specified by the parties.
 - ii. Child exchanges shall be conducted curbside at the Parties' homes unless otherwise agreed to in advance by the Parties.
 - iii. Both parents shall be polite and cordial and behave maturely during exchanges of the children.
- d. A stepparent, grandparent, or other responsible adult designated by the parent who is exercising parent time, may pick up the children for that parent's

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parent-time if the other parent is aware of the identity of the individual and the parent who is exercising their parent time will be with the child by 7 p.m.

14. *Relocation.* The parties shall follow the notice requirements found in Utah Code Ann. §81-9-209 in the event of an intended relocation 30 miles or more from the residence of the other parent, with a party desiring to relocate being required to give advance written notice of at least sixty (60) days to the other parent.

a. Notwithstanding the foregoing, in the event of an intended relocation by either parent that would make the joint custody schedule unworkable, the relocating parent should be required to file a petition to modify the parties' custody order and obtain permission from the Court to relocate with the child prior to relocating.

LEGAL CUSTODY AND PARENTING PLAN

15. The Parties shall be awarded joint legal custody, subject to the following *Parenting Plan:*

Decisions Regarding Raising the Child

16. The Parties shall discuss with each other major decisions involving the child's health and medical care, education, religious participation, and extracurricular activities, and attempt to come to an agreement. The parties should consult with and share information from any subject matter experts, professionals who are knowledgeable about the issue, or who have a substantial connection to the child. After having obtained and exchanged all of the relevant information and received the opinion of any relevant subject matter experts, if the Parties are

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unable to agree, the Parties should attend mediation with each party paying an equal share of the mediator's fee. If the Parties are still unable to agree after mediation, then the Parties can then submit the issue to the Court for decision. Either party may file a motion, pursuant to Rule 101 of the Utah Rules of Civil Procedure to request that the court make the decision in the child's best interest.

17. Day-to-day decisions regarding the care, control, and discipline of the child should be made by the parent with whom the child is residing at the time.

18. Each parent shall have the right to make emergency medical decisions without consultation with the other parent and shall immediately inform the other parent of said emergency. Emergency medical decisions are those that are life threatening to the child.

Education Plan

19. The children shall attend Adams Elementary for the 2025 – 2026 school year. Thereafter, the children will attend school in the district in which Mother resides provided that the school remains within 30 miles of either party's residence, unless otherwise agreed in writing. If there is a subsequent move by Mother after the establishment of school based on Mother's address, then the parties shall follow their dispute resolution procedure.

Virtual Parent-Time

20. Both parents should allow liberal telephone and other virtual communication (e.g. FaceTime, etc.) with the other parent and should encourage the child to call the other parent.

21. Each parent should allow the minor child to contact the other parent at any time the minor child desires to have telephone or virtual contact.

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22. Each party should have the right to contact the child at reasonable times and for reasonable durations (based upon the child's age, maturity, interests, schedule, etc to participate).

23. These calls should not be unreasonably denied by the parent who has the child, as long they do not conflict with existing plans or scheduled events, or interfere with the child's customary routine, thereby causing emotional discomfort.

Communication Between Parties

24. Communication shall be in writing via Our Family Wizard ("OFW") co-parenting app only and only concerning the child, unless there is an emergency or time necessitates. Communication shall be peaceful, civil, and non-abusive. The parties shall utilize OFW for scheduling and notifying of child related events, parent time schedules, activities, appointments, social events, school events and the like.

25. Neither party should ask or attempt in any way to have the child transfer messages between the Parties, whether verbal or written. The Parties should contact each other directly via text message or phone to discuss personal or child-related issues between themselves and should not involve the child.

26. Communication should be between the Parties and not through third parties unless both Parties mutually agree otherwise.

Respect and Cooperation

27. Both Parties recognize that the best interests of the child require the Parties to cooperate and treat each other with dignity and respect, especially in the presence of the child. Both parents should use their best efforts to foster the development and maintenance of positive

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relationships with the child by encouraging affection and promoting respect and good feelings toward the other parent. In addition:

- a. Neither parent should attempt to harm or alienate the relationship the other parent has with the child in any form. Neither parent should make or allow another person or agent within their control or influence to make any disparaging comments about the other person or the other person's spouse or significant other in the presence of or within earshot of the child, including making posts on social media.
- b. The parents should cooperate and include each other as to their child's day care, health care, schooling, religious activities, organized sports, and other special activities and should notify each other of their child's regular activities so that they may participate; and
- c. The parents should not involve the child in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their child to obtain their input.

28. Both parents should be concerned for the best interest and well-being of the child; therefore, both parents should be governed by the following principles:

- a. The Parties should have a co-parenting relationship that is built on trust and respect;
- b. The Parties should establish and maintain parental communication with each other to ensure that the other parent is informed about the child's needs;

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- c. The Parties should support each other in their respective parenting roles and should use positive words about the other parent and the other parent's partner or spouse to the child, and should be restrained from saying anything negative about the other parent, for the purpose of the child developing good self-esteem;
- d. The Parties should listen to each other and do their best to understand the other's point of view;
- e. The Parties should make all attempts to resolve all conflict between them and should utilize experts to assist them in this endeavor, if they are unsuccessful personally;
- f. The Parties should solve problems and make joint decisions by working through their decision-making procedure which is described herein;
- g. If tension arises in a telephone call, the Parties should take a break from the telephone call or leave their conversations to email;
- h. The Parties should work together to improve their parenting skills and to share their ideas;
- i. The Parties should live by the golden rule that they should treat each other as they would like to be treated;
- j. Clothing, toys, and other items of the child's personal effects should be exchanged by the Parties, and returned in clean condition, in order to facilitate the child's visits;

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k. The Parties should start over and recommit to this Parenting Plan when one or both of them steps outside of this plan and forgets about a commitment made in this plan; and

l. The Parties should see the other parent as a resource, consultant, and ally.

The Parties should effectively work together as co-parents to promote the best interest of the child.

29. The “Advisory Guidelines” as set forth in Utah Code Ann. §81-9-202 should be binding upon the Parties. To the extent the Advisory Guidelines conflict with this Parent Plan, this Parent Plan shall control.

Contact Information

30. Each party should keep the other informed as to changes in residential addresses; home, work, and cell phone numbers; email addresses, and any other important contact information, including how to be reached in the event of an emergency, within 24 hours of any change.

Extended Overnight Trips

31. For emergency purposes, both Parties should notify the other whenever either party intends to take the child on any overnight trip away from their residence or out of state travel, and provide the other party with a travel itinerary with addresses and telephone numbers where they may be reached, destinations, and name and telephone number of an available third person who would be knowledgeable of the minor child’s location. Further, both Parties should

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obtain the other party's permission to take the child if a trip interferes with the other party's parenting time.

Activities, Events, and Information

32. Both Parties should be entitled to participate in all social and school functions their child attends. Each party should be entitled to know about all important events in a child's life, including the right to have relationships with and access to third parties and information having to do with the child. This shall include health care providers and educators as well as medical and school records. All of this shall be exchanged, uploaded and input in OFW.

Illness

33. The Parties should notify the other parent when a child is ill. If possible, when a child is ill, the Parties should discuss regularly scheduled parent-time prior to the parent-time to decide whether it should be rescheduled. If the Parties cannot discuss parent-time, parent-time should not be affected. Neither parent should use the illness of a child as a means to frustrate the other parent's parent-time.

Non-Interference with Parent-Time

34. The Parties should never schedule or promote to a child any special events or activities occurring during the other party's parent-time without first obtaining permission from that party in the following manner:

- a. The requesting party should notify the other party of the event or activity and discuss with them the benefits of a child's attendance prior to discussing it with the child. If the other party has something scheduled or decides that the

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child cannot participate in the event or activity for any reason, the requesting party should abide by that decision and not attempt to influence the other parent through the child;

b. The child should be free to express interest in any activity to either parent at any time; and

c. Both Parties should not interfere with each other's parent-time in any form. If either parent denies physical access to scheduled parent-time without just cause, that parent should pay all mediation or litigation costs associated with resolving the violation and to ensure freedom from future violations.

35. Neither parent should attempt to restrain or control the activities of a child during the other parent's parent-time.

Non-interference with the Parties' Personal Lives

36. Each party should have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other, except as their lifestyle choices negatively impact the care of the child, as set forth in this document.

Surrogate Care

37. Direct care by either parent as opposed to surrogate care should be presumed to be in the child's best interest. As such each party is awarded the right of first refusal such that if one party cannot be present with the children during their respective parent time an overnight period or more, then that parent must offer that time to other parent prior to seeking surrogate care.

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Sleepovers for the child when the parent is available at their residence and in town shall not trigger the first right of refusal.

Relatives

38. Ongoing relationships between the child and relatives should be encouraged and continued. Neither parent should interfere with relationships or visits between the child and relatives, including cousins, aunts, uncles, and grandparents, arbitrarily, in bad faith, or without sufficient cause.

39. Each party shall make reasonable efforts for the minor child to attend special family functions. Neither party shall abuse this privilege by making excessive requests or unreasonably withholding permission. This typically includes functions unalterable by a parent (i.e. weddings, extended family reunions, or important ceremonies).

Adjustments or Modifications

40. All permanent adjustments or modifications to this Parenting Plan should be made in writing, signed by both Parties, notarized, and filed with the Court. Temporary or minor changes may be made whenever the Parties agree.

Failure to Comply

41. If a parent fails to comply with any of the provisions set forth above under this Parenting Plan, the other parent's obligations under said section should not be affected.

[End Parenting Plan.]

CHILD SUPPORT

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42. Child Support shall be calculated as according to Utah Code Ann. §81-6-201 et seq. Sarah's gross monthly income is imputed to \$4,798 per month. Austin's gross monthly income is \$13,987 per month. Sarah has 183 overnights, and Austin has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Austin's child support obligation is \$697.00 per month. Child support shall commence April 1, 2024.

- a. *Payment.* 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.
- b. *Duration.* Unless the Court orders otherwise, support for each child terminates at the time (1) 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, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §81-6-213 *et seq.*
- c. *Income Withholding.* In order to collect child support, the obligee parent should be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §§62A-11-401, *et seq.* and 62A-11-501, *et seq.* Said income withholding procedure should apply to existing and future payors of the non-custodial parent. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011 until such time as the obligor party no longer owes child support to the obligee party. Should the obligee parent elect this income withholding procedure any administrative fees should be assessed according to statute.

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d. *Child Support Review.* Under Utah Code §81-6-212, the parties have a right to adjust this child support 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 child support under the Utah child support guidelines, calculated using the appropriate child support worksheet; (2) the difference is not of a temporary nature; and (3) the amount previously ordered does not deviate from the child support guidelines.

e. *Child Support Modification.* Under Utah Code §81-6-212, the parties have a right to modify this child support at any time by petition if there has been a substantial change in circumstances because of : (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; (6) material changes in the legal responsibilities of either parent for the support of other, the change in (1) through (6) 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.

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CHILD CARE EXPENSES

43. Each party shall be responsible for childcare expenses during their own parent time.

HEALTH INSURANCE AND MEDICAL/DENTAL EXPENSES

44. Pursuant to Utah Code Ann. §81-6-208, the parties are obligated to provide medical and dental insurance for the children so as long as such is available at a reasonable cost. Pursuant to Utah Code §81-6-208, each parent shall share equally the out of pocket costs of the premiums actually paid by a parent for the child's portion of health, dental and vision insurance. The children's portion of the premium is a per capita share of the premium actually paid (*i.e.*, 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).

45. The party carrying insurance shall provide to the other party proof of the insurance and copies of the insurance cards upon initial enrollment and after initial enrollment on or before January 2 of each calendar year and shall notify the other party of any change of insurance carrier, premium, or benefits within 30 days of the date of the change.

46. If, at any point in time, the dependent child is covered by the health or dental insurance plans of both parents, the health or dental insurance plan of Petitioner, Sarah Sackett, shall be primary coverage for the dependent children, and the health or dental insurance plan of Respondent, Austin Sackett, shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health or dental insurance

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plan but is covered by a step-parent's plan, the health or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child.

47. The parties shall share equally all uninsured and unreimbursed medical, dental, mental health, physical, occupational, speech and social skills therapy, prescriptions, optical and orthodontia expenses of the child, including any applicable premiums, co-payments and deductibles. The party incurring an out-of-pocket medical, mental health, dental, prescription, optical, or orthodontia expense on behalf of the child shall submit to the other party an invoice, receipt, and/or bill for the out-of-pocket expense within thirty (30) days of payment (after insurance has paid their portion) and shall be reimbursed by the other party within thirty (30) days of his/her receipt of those medical, mental health, dental, prescription, optical, or orthodontia invoices, receipts and/or bills. The parent who incurs 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 provide written verification of the cost and payment of medical expenses within thirty (30) days of payment, as set forth in Utah Code Ann. §81-6-208.

EXTRACURRICULAR ACTIVITY AND SCHOOL FEES

48. Each party shall pay one-half of any and all reasonable extra-curricular activity expenses for the child which are agreed upon in advance and in writing. The party incurring an extra-curricular activity or camp expense shall submit to the other party an invoice, receipt, and/or bill for the expense within thirty (30) days of payment or receiving same and shall be reimbursed

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by the other party within fifteen (15) days of his/her receipt of those invoices, receipts and/or bills.

49. The parties shall share equally all mandatory school fees and the cost of school lunch for the minor child.

TAXES

50. The parties filed married joint for the 2024 tax year and have paid any liabilities owed such that there are no outstanding tax issues and neither party owes the other.

51. Commencing with the 2025 tax year, the Parties shall claim the children for income tax purposes as follows:

a. When there are three children eligible to be claimed as dependents: In even years, Sarah shall claim the two youngest children and Austin shall claim the oldest child in even years. In odd years, Sarah shall claim the oldest child and Austin shall claim the two youngest.

b. When there are two children eligible to be claimed as dependents: In any given tax year, Sarah shall claim the oldest child and Austin shall claim the youngest child.

c. When there is one child eligible to be claimed as a dependent: The Parties shall alternate claiming the remaining child, with Sarah claiming the child in odd-numbered years and Austin claiming the child in even-numbered years.

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52. *Necessary Forms.* The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child he or she is entitled to claim pursuant to this paragraph.

53. A party's right to claim any minor child for tax benefit purposes is contingent upon that party being current on all support obligations as of December 31st of said tax year.

INSURANCE

54. The Parties shall obtain and maintain their own separate insurance policies and pay any costs, premiums, and/or deductibles associated therewith within 30 days of entry of the Decree of Divorce.

MARITAL PROPERTY

REAL PROPERTY

55. During the course of the marriage, the parties acquired an interest in a home and real property located at 1024 E. Bigelow Ave., Layton 84040 ("Marital Residence").

56. Austin shall be awarded all right, title, and interest in the Marital Residence subject to payment of \$200,000 to Sarah as and for Sarah's 50% equity therein, and subject to assuming sole responsibility for the mortgage loan and other obligations associated with the home. Austin shall refinance and pay Sarah \$200,000 within 120 days of entry of the Decree of Divorce.

57. If Austin is unable to refinance and/or pay Sarah \$200,000 for her equity, then the parties shall sell the Marital Residence and split the net proceeds equally. The parties shall agree upon a realtor and defer to the realtor if an impasse arises regarding sale of the Home. If the

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parties cannot agree upon a realtor, Austin shall provide Sarah with three names and Sarah shall choose one of the three. The parties shall accept any reasonable offer.

PERSONAL PROPERTY

58. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall 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:

| <i>Item Description:</i> | <i>Awarded to:</i> |
|---|---------------------------|
| 2023 Toyota Highlander Hybrid | Sarah |
| Jewelry, clothing, sentimental photos/mementos and important legal/financial documents in lockbox | Sarah |
| Global Discovery Vacations Membership | Sarah |
| Holiday decorations that are family centric | Sarah |
| Deep freezer (older one) | Sarah |
| Blue couch | Sarah |
| TV in the living room | Sarah |
| Kitchen table | Sarah |
| 2022 Chevy Silverado 3500 | Austin |
| 2023 Kawasaki KRX1000 side x side | Austin |
| Inventory, trailers, vehicles associated with the businesses below | Austin |

59. Other than set forth above and items in the basement that have been set aside for Sarah, each party is awarded the personal property in their possession. However, if Sarah or Austin believes some personal property items of hers are missing, then the parties shall return to mediation with each paying half the cost if they cannot come to an agreement.

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60. Any other personal property as issue shall be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the court with each paying equally for the cost of mediation.

61. The parties shall cooperate in scheduling a time for exchanging personal property. All property shall be exchanged within 90 days of the entry of the Decree of Divorce. If a party has frustrated the process of scheduling the exchange of property, then the time frame for exchange shall be extended.

BANK ACCOUNTS

62. The parties acquired various bank accounts during the marriage. Said account shall be divided as follows:

| <i>Account Description:</i> | <i>Awarded to:</i> |
|---|---------------------------|
| Wells Fargo checking -7590 | Sarah |
| America First Credit Union checking -1545 | 50% Austin / 50% Sarah |
| America First Credit Union savings and money market -1545 | Austin |
| America First Credit Union checking and savings -3765 | Austin |
| America First Credit Union -2528 | Austin |
| America First Credit Union -1525 | Austin |
| Chase checking -1905 | Austin |

63. Each party has taken or utilized various sums from these accounts since separation and both waive any claims one has against the other for reimbursement or redistribution of funds previously received.

BUSINESS ASSETS

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64. During the course of the marriage, the parties acquired an interest in certain business assets, which shall be awarded as follows:

- a. Austin shall be awarded the martial portions of Sackett Holdings, LLC (DBA) Pure Maintenance of Orange County (50%), Dragon Dynamite (100%), and Dragon Dynamite Displays (100%), including all assets and liabilities of the business. Austin shall indemnify and hold Sarah harmless from any liabilities and debt associated with the businesses.
- b. As and for a business buyout and in order to equalize the division of the bank accounts as set forth in Paragraph 61 above and retirement/investments as set forth in Paragraph 65 below, Austin shall pay Sarah a lump sum global property buyout as set forth in Paragraph 73 – 75 below.

RETIREMENT, STOCKS AND INVESTMENT ACCOUNTS

65. Sarah does not have any retirement, stocks or investment accounts.

66. Austin acquired retirement, stock, investments, and/or brokerage accounts during the marriage, which shall be divided as follows:

| Account Description: | Awarded to: |
|--|--------------------|
| Robinhood (approx. balance of \$32,000) | Austin |
| Sun Products / Henkel 401k (approx. balance of \$14,000) | Austin |

MARITAL DEBTS, OBLIGATIONS AND LIABILITIES

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

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| <i>Debt Description:</i> | <i>Obligation of:</i> |
|---|------------------------------|
| Any and all debts associated with the property awarded to Austin herein | Austin |
| Mountain America Credit Union Chevy loan | Austin |
| Amex credit card | Austin |
| Any and all debts associated with the property awarded to Sarah herein | Sarah |
| Costco credit card | Sarah |
| Amex credit card | Sarah |

68. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

69. 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.

70. 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.

71. Both Parties shall notify all creditors regarding the division of debts, assignment of payment liabilities, and the name and current address of both Parties.

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72. Pursuant to U.C.A. §§15-4-6.5, 30-2-5 and 81-4-406(3), the Parties shall 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.

ALIMONY

73. As and for consideration of the global property settlement buyout contained herein and other concessions, there is a buyout of alimony such that alimony is waived. Neither party is awarded alimony one from the other.

GLOBAL PROPERTY SETTLEMENT BUYOUT

74. As and for a global property settlement buyout based on the mutual concessions and terms contained herein, the business buyout, account divisions, and alimony buyout, Austin shall pay to Sarah a total sum of \$200,000 which shall be paid as follows:

a. One lump sum of \$50,000 to be paid within 60 days of entry of the Decree of Divorce.

b. The remaining \$150,000 to be paid in the amount of \$1,250.00 each month for 120 months with payments beginning July 1 2025 and continuing on the 15th of each month thereafter until the balance is paid in full. Austin may prepay any portion of these amounts without penalty.

75. Should Austin fail to timely make a payment, judgment for the remaining balance owed shall automatically enter and accrue statutory interest.

76. This payment is in the form of family support and shall not be dischargeable in bankruptcy.

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DUTY TO SIGN DOCUMENTS TO IMPLEMENT DECREE OF DIVORCE

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

ATTORNEY FEES AND OTHER COSTS

78. Each party shall bear their own costs of court and attorney fees incurred in connection with this proceeding.

79. If either party is found in contempt for violating a provision of the Decree of Divorce, that party should be responsible for a reasonable amount of attorney fees and court costs incurred by the prevailing party.

MUTUAL RESTRAINING ORDERS

80. Both Parties are mutually restrained from attempting, threatening, or committing domestic violence against the other party, to include stalking, harassing, threatening physical harm, causing any other form of abuse, and interfering with the other party's telephone, utilities, insurance, email, social media accounts, or other services.

81. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

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82. Neither party will distribute the other party's image of personal information.

83. Neither party will disparage, defame, insult, demean, or harm the reputation of the other or their family members, to including posting on social media accounts or other internet sites or disparaging the other party to any professional colleagues or employers.

84. The parties shall use their best efforts to prevent third parties from doing what they themselves are restrained from doing and will immediately remove the child from the presence of anyone who is in violation of these mutual restraining orders.

85. The Parties are restrained from drinking alcohol to excess during their parent time.

RESTORATION OF MAIDEN NAME

86. Sarah shall be restored to her maiden name of Sarah Elizabeth Strand, if she so desires.

FULL DISCLOSURE

87. 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.

END OF DECREE OF DIVORCE.

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*******SO ORDERED*******

In accordance with U.R.C.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

APPROVED AS TO FORM:

/s/Brian Arnold

Brian Arnold

Attorney for Respondent

[Signed with permission via email dated 7/21/2025.]

RULE 7 NOTICE TO THE RESPONDENT

You are hereby notified that pursuant to Rule 7(j)(4) that you have seven (7) days from the date of service of this proposed Order, the 11th day of July, 2025 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 11th day of July, 2025

/s/ Danielle R. Crumb

Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY certify that on the 11th day of July, 2025 a true and correct copy of the foregoing document was served by the method indicated below to the following:

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Brian Arnold
Attorney for Respondent
Email: arnold@arnoldwadsworth.com

E-file Notification
 E-mail
 U.S. Mail, Postage Prepaid
 Hand Delivery
 Facsimile Transmission

/s/ Danielle R. Crumb
Attorney for Petitioner

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