

Mediation Agreement

Parties: Kenneth Klock and Karen Joy Klock

Case Number: 164100385

Judge/Commissioner: Maynard / Wilson

April 17th, 2017

The parties attended mediation on April 17th, 2017 with Christy Carter who is a court qualified mediator. They have agreed to the following terms as follows:

1. The parents will cooperate in a timely manner with all necessary efforts, steps, and documentation to obtain legal permanent residence for their minor child B.K. (who currently lives in the Philippine's with her Maternal Grandparents).
2. Dad agrees to pursue legal counsel and obtain representation for the immigration process for the child.
3. If either parent fails to cooperate in the process of securing the child's legal permanent US residence or to obtain their family's cooperation, then the other parent will be awarded sole custody.
4. Dad will pay 60% and Mom will pay 40% of all filing fees, legal fees, and or travel costs for the child and the accompanying parents lawful entry into the US. The parties will each provide to other party receipts of incurred costs or estimated costs to the other party to pay their portion or for reimbursement.
5. The parents will communicate through e-mail for all questions, concerns and matters regarding the minor child with a 48 hour response time from the other parent. Once the child resides in the US the parents will address communication preferences in mediation or through counsel.
6. The parties have exchanged incomes and child support obligation for Dad will be set at \$350 a month to be paid to the maternal grandparents by the 30th of each month until the child resides in the US. Once the child resides in the US the first 90 days the child support obligation of \$350 will be paid to Mom and the parties will revisit the issue and the appropriate amount in the arranged mediation or between counsel.
7. Once the child resides in the US the parents will share joint legal custody. After the first 90 days the parents will share joint physical custody of their minor child pursuant to an equal time sharing arrangement.
8. Once the consular application has been filed the parents will schedule a mediation and cooperate to establish a 90 day transition schedule for the child. The parents can forgo this mediation if the parties can agree through counsel on

the 90 day transition schedule. The parents agree that during the transition period the child will reside primarily with Mom, with the details of the transition schedule to be worked out in the mediation or between counsel. The parents will share the costs of mediation equally.


9. Both parties agree to utilize a reunification counselor who can assist the child and the parents with recommended needs of the child. The parties will each submit their preferred provider and select a mutually agreed upon counselor. The parents will share the responsibility equally to take the child to her appointments.
10. The parents will either mediate again or agree through counsel prior to the end of the 90 days to create a permanent custody calendar and parenting plan details and share the mediation costs equally or each pay their own counsel.
11. The parents agree to cooperate to accommodate the child's allergy related concerns and needs; specifically smoking, animals inside the home, pollen, dust, and food sensitivities.
12. The parents will share holidays and summers according to the state statute.
13. The parents each agree they will not travel outside the US, the state of Utah, or more than 150 miles from each of their homes without prior written consent of the other parent. The traveling parent will provide a travel itinerary and third party contact and consent will not be unreasonably withheld.
14. The parents agree to utilize a 3 hour first right of refusal regarding surrogate care for the minor child.
15. The parties will share all out of pocket medical costs equally according the state statute. The parents will cooperate to determine the best coverage verses cost for insurance premium best suited for the child.
16. The parents will split all work related daycare costs equally. The parties reserve the right to address this issue either through counsel or mediation.
17. The parents agree the child may attend an agreed upon charter school within or near their residential area and will split all related education costs equally.
18. Parents will share prior agreed upon expenses regarding extra curricular activities for the child.
19. The parties will split evenly the tax deduction exemptions for the minor child with Petitioner taking the dependent deduction in even years and the Respondent taking the deduction in odd numbered years.
20. The parents agree to go to mediation prior to any filings with the court.
21. The parents will cooperate and encourage the relationship with the other parent.

22. The parties have divided their personal property, which will remain in each of their possession.
23. There is no real estate to be divided.
24. Both parties waive all rights to alimony.
25. Each party shall be awarded his or her own retirement, free of any claim of the other party.
26. Each party will be solely obligated for any debts and obligations in his or her own separate name and hold each other harmless thereon.
27. The parties will each pay their own attorney fees.

By signing and dating this document, we understand that this agreement is binding upon all parties involved in this situation that have signed and dated below.



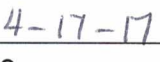
Kenneth Klock



Date



Karen Joy Klock



Date