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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:

FREDDY WILLIAM ARELLANO-BURGA,

Petitioner,

and

AMANDA MAY DRAPER,

Respondent.

DECREE OF DIVORCE

Case No. 244403038

The Honorable Sean Petersen
Commissioner Marla Snow

The above-captioned matter has come before the Court for disposition based on the parties' Stipulation and Settlement Agreement (the "Stipulation"), filed with the Court on or about March 24, 2026. The Court, having reviewed the Stipulation and finding the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and being fully informed in the premises, now hereby ORDERS, ADJUDGES, and DECREES as follows:

1. **Physical Custody.** The parties are awarded joint physical custody of their minor children on an equal time-sharing basis. Parent time with the minor children shall be as the

parties may agree. In the event the parties do not agree upon a parent time schedule, parent time shall be in accordance with the following overnight 2-2-5-5 two-week repeating schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Father	Father	Mother	Mother	Father	Father	Father
2	Father	Father	Mother	Mother	Mother	Mother	Mother

Although the foregoing parent time schedule shall be the default schedule in the event the parties cannot agree upon a parent time schedule, the parties are currently exercising parent time based on Amanda's work schedule, as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	Father	Father	Mother	Mother	Mother	Father	Father
2	Father	Father	Mother	Mother	Mother	Mother	Father

The parties have acknowledged that their work schedules will likely change over time. Accordingly, the parties shall both be flexible with the parent time schedule. When work changes do occur, the parties shall work together to effectuate parent time on an equal time-sharing basis in accordance with their respective work schedules.

a. Holiday. Holiday parent time shall be as the parties may agree. If the parties cannot agree, holiday parent time shall be in accordance with the schedules set forth in Utah Code Ann. § 81-9-303, with William designated as the custodial parent for purposes of the holiday parent-time schedule only.

<u>Holiday</u>	<u>Holiday Time Period</u>	<u>Odd Years</u>	<u>Even Years</u>
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Dr. Martin Luther King Jr. Day Weekend	<p>Begins Friday at 9 a.m. if school is not in session and the parent can be with the child; or the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.</p> <p>Ends upon delivering of the child to school on the day following the holiday; or at 8 a.m. on the day following the holiday if there is no school.</p>	Amanda	William
President's Day	<p>Begins Friday at 9 a.m. if school is not in session and the parent can be with the child; or the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.</p> <p>Ends upon delivering of the child to school on the day following the holiday; or at 8 a.m. on the day following the holiday if there is no school.</p>	William	Amanda
Spring Break	<p>Begins at 9 a.m. the day school dismisses for spring break if the child is not in school and the parent can be with the child; or the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted spring break.</p> <p>Ends upon delivering of the child to school on the day following the end of spring break; or at 8 a.m. on the day following the end of spring break if there is no school.</p>	Amanda	William

Memorial Day Weekend	Begins Friday at 9 a.m. if school is not in session and the parent can be with the child; or the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Ends upon delivering of the child to school on the day following the holiday; or at 8 a.m. on the day following the holiday if there is no school.	William	Amanda
Mother's Day	Begins on Mother's Day at 9 a.m. Ends that evening at 7 p.m.	Amanda	
Father's Day	Begins on Father's Day at 9 a.m. Ends that evening at 7 p.m.	William	
Independence Day	Begins July 3rd at 6 p.m. Ends July 5 at 6 p.m.	Amanda	William
Pioneer Day	Begins July 23rd at 6 p.m. Ends July 25 at 6 p.m.	William	Amanda
Labor Day Weekend	Begins Friday at 9 a.m. if school is not in session and the parent can be with the child; or the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Ends upon delivering of the child to school on the day following the holiday; or at 8 a.m. on the day following the holiday if there is no school.	Amanda	William

Fall Break	<p>Begins 9 a.m. on the day school is dismissed for fall break if the child is not in school and the parent can be with the child; or the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday.</p> <p>Ends upon delivering of the child to school on the day following the end of fall break; or at 8 a.m. on the day following the end of fall break if there is no school.</p>	Amanda	William
Halloween	<p>Begins October 31st or the day that Halloween is traditionally celebrated in the local community at 9 a.m. if the child is not in school and the parent can be with the child, at the time that school is dismissed or at 6 pm at the election of the parent granted the holiday.</p> <p>Ends upon delivering of the child to school on the day following the holiday; or at 8 a.m. on the day following the holiday if there is no school.</p>	William	Amanda
Thanksgiving	<p>Begins on the day school dismisses for Thanksgiving break at 6 p.m. or the time school is regularly dismissed at the election of the parent granted the holiday.</p> <p>Ends upon delivering the child to school on the Monday following Thanksgiving or at 8 a.m. on the Monday following Thanksgiving if there is no school..</p>	William	Amanda

Winter Break First Half	Begins 9 a.m. on the day school is dismissed for winter break if the child is not in school and the parent can be with the child; or the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Ends on December 27th at 7:00 pm.	Amanda	William
Winter Break Second Half	Begins on December 27th at 7:00 pm. Ends upon delivering the child to school on the day that school resumes after the winter break.	William	Amanda
Day of Minor Child's Birthday	Holiday begins at 3:00 p.m. and ends upon delivering the child to school on the day after the birthday, or 8:00 a.m. if there is no school	Amanda	William
Day Before or Day After Minor Child's Birthday	Holiday begins at 3:00 p.m. and ends upon delivering the child to school on the day after the birthday, or 8:00 a.m. if there is no school	William	Amanda

b. Summer Parent Time. Summer parent time will be as the parties may agree. If the parties cannot agree, summer parent time will be pursuant to Utah Code Ann. § 81-9-305(5), with each parent entitled to two consecutive weeks of extended parent time with the children. In even-numbered years, William's summer parent time election will have priority, so long as William provides notice of his election on or before May 1. In odd-numbered years, Amanda's election will have priority, so long as Amanda provides notice of her election on or before May 1. If a parent fails to provide a notification within the time periods set forth herein, 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 set forth herein, the first parent to provide notice may determine the schedule for summer break for the other parent. The parties' two consecutive weeks will take precedence over all holidays except Mother's Day and Father's Day.

2. **Legal Custody.** The parties are awarded joint legal custody of their minor children, in accordance with the terms of the Parenting Plan set forth herein. It is anticipated that parental decisions will be required for major issues in raising the children and in meeting their ongoing needs. If and when they arise, the parties shall address such issues. Each party shall give good-faith consideration to the views of the other.

a. **Religion:** Parties are both members of the Church of Jesus Christ of Latter-Day Saints and have agreed that both children shall be baptized and confirmed by William if he chooses to perform the ordinances and if he is approved by the appropriate church authorities. Should the children choose to receive any additional ordinances in that religion during their minority, William shall be offered the opportunity to perform that ordinance. The children's records shall be maintained in both parents' congregations. Neither parent shall be forced to take the children to church or to church activities on their own parent time.

b. **Medical:** Parents shall coordinate with each other to choose an appropriate primary pediatrician and shall not change the children's primary care provider without mutual agreement in writing. Any conflict which may arise regarding a medical decisions shall be discussed by both parents, who may consult other experts as

desired, but if the parents cannot agree, they shall defer to the judgment of the chosen primary medical provider.

i. Both parents shall be invited but shall not be obligated to attend regular medical appointments. The parent attending a medical appointment shall provide a summary of the appointment within 24 hours and shall refrain from making non-emergency or non-standard medical decisions.

ii. Children shall receive all normal and/or doctor-recommended vaccines, including the HPV vaccine.

c. **School:** So long as either parent is living within 10 miles of the children's current school, the children shall attend elementary school at Alta View Elementary in Sandy, Utah, which has issued a non-resident permit that will extend through K-5th grade. The children shall further be enrolled in the Spanish dual immersion program, if accepted, and shall continue in the feeder schools as required by that program.

i. If neither parent lives within 10 miles of the children's school and the children are therefore unable to remain in their current school district, then the following priority shall control:

1. If William continues to live in his current residence in Lehi, his home shall be the children's home residence for purposes of identifying the appropriate school where the minor children will attend;

2. If William has moved within 25 miles of the children's current school, his home shall have a rebuttable presumption for

purposes of identifying the appropriate school where the minor children will attend, and Amanda, at her option, shall bear the burden of overcoming that presumption by clear and convincing evidence that the school in his assigned boundaries is not in the children's best interests;

3. If William has moved more than 25 miles from the children's current school, parents shall confer with one another on the best interests of the children as set forth below.

ii. If the children are not accepted to the dual-language program, when they move into middle school and high school, parents shall confer with each other and consider the best interests of the children at that time, with strong consideration for the preferences of the children as to school choice, friends, extracurricular activities, and academic interests. If they are unable to reach a resolution, they shall seek guidance from a limited-scope guardian ad litem, with preference for Velvet Rodriguez, if she is available.

d. **Extracurricular Activities.** In order to facilitate the children's ability to form and maintain friendships and other relationships in both parents' communities, the minor children shall each participate in one extracurricular activity per season, mutually agreed upon by the parents, in the community where William resides. If one parent cannot afford the chosen activity but still agrees to approve and otherwise facilitate participation in that activity, the other parent may choose to either fund the activity him- or herself or the parents may choose a more affordable activity. None of the above

prohibits either parent from engaging the children in additional extracurricular activities on their own parent time. Each party shall 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. Neither party shall unreasonably withhold consent to an activity. In addition, the parties shall share equally the reasonable educational expenses of their minor children.

e. If there are legal custody decisions that are not resolved through the foregoing provisions, the following dispute resolution process shall be used: if the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parties shall be provided with such input. The parties shall attempt to work together, in good faith, to agree upon such decisions. If the parties cannot agree after making a good-faith effort to do so, they shall attend mediation in an effort to resolve the issue prior to seeking court involvement, with the parties sharing the cost of the mediation equally. If the matter is brought before the court and a party is found to have been unreasonable or to have frivolously created the need for the hearing, that party shall be ordered to pay the attorney fees and costs of the other.

PARENTING PLAN

3. Each party shall be responsible for meeting all of the day-to-day needs of the children during the time the children are in his or her care, including the following.

a. Each party shall ensure that the children's schoolwork is given priority over any other activities while the children are in his or her care. Each party shall reasonably assist with and facilitate the completion of the children's homework, school projects, and other extracurricular activities/projects while the children are in his or her care and ensure that the children are returned to school in a timely fashion.

b. Each party shall assist the children with homework and shall be responsible to ensure that the children's homework is completed. The parties shall communicate with each other to coordinate the completion of homework assignments and special projects.

c. Regular school hours may not be interrupted for the exercise of parent time by either parent without the prior written notification of the other party.

d. If after-school childcare is required in future because of both parents' work schedules, parents shall work together to coordinate on a consistent childcare provider.

e. Any surrogate care providers shall be provided the contact information for both parents and both parents shall be provided with the identity and contact information for any surrogate care providers. Any long-term care providers for the parties' minor children shall be mutually agreed upon by the parties in writing.

f. Each parent shall bear the cost of any child care required during their own parent time.

4. Parent Time Exchanges.

a. Parent time exchanges shall be as the parties may agree. If the parties cannot agree, parent-time exchanges shall be in accordance with Utah Code Ann. § 81-9-

305(3)(b), with the receiving party responsible for transportation, with the following exception:

i. For the remainder of the 2025-2026 school year, Amanda shall provide the transportation to and from school by picking the children up from, and dropping them off at, William's home during William's parent time at William's option in the event he is unable to provide the transportation. William shall provide Amanda with as much notice as possible whenever he exercises this option, and at least twelve (12) hours in advance whenever possible. On those days when Amanda provides the transportation, she shall pick the children up from William approximately thirty minutes prior to the start of school, and immediately return them to William's home at the conclusion of the school day.

b. The parties shall be polite and behave maturely during parent-time exchanges.

c. The parties shall prepare the children for exchanges by having them packed and ready to leave on time and by encouraging them to spend time with the other party. Neither party shall attempt to discourage the children from spending time with the other party.

d. The parties shall appear promptly at exchange times and to follow the pickup arrangement as carefully as possible. If unforeseen circumstances arise (and they will, from time to time), the parties shall immediately call or text the other to inform them of the same and to work out arrangements for the exchange so that neither party is unduly prejudiced. Both parties shall be reasonable in dealing with these potential types of

issues. Each party shall provide the other party with current cell phone numbers for emergency situations and unforeseen circumstances.

5. **Special Events.** Each party shall give special consideration to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either party which may inadvertently conflict with the parent time schedule.

a. The party requesting the additional parent time shall pick up and drop off the children at the beginning and end of said parent time.

6. **Right of First Refusal.** If the party exercising parent time is not available to be personally present to care for the minor children overnight, the other party shall have the option to provide care for the minor children. The parent exercising this right of first refusal shall be responsible for providing the transportation to and from parent time to facilitate said care. ROFR will not be triggered by either parent allowing the child to have occasional “sleepovers” with a non-parent, so long as the assigned parent is otherwise available to directly care for the child. It is also not triggered by either parent working overnight with appropriate childcare during their own parent time.

7. **Parties’ Residences and Relocation.** Custody, parent time, and transportation arrangements set forth herein shall remain in effect so long as the parties remain living within twenty-five (25) miles of one another.

a. If either party moves more than twenty-five miles from the residence of the other, the moving party shall provide at least sixty days advance notice of the

intended move, and the parties shall work together to modify the custody, parent-time and transportation in accordance with the best interests of the children. If the parties cannot reach an agreement on their own, they shall attend mediation in accordance with the provisions of this Parenting Plan. If after attending mediation the parties are unable to reach an agreement, the issue may be brought before the Court for a resolution consistent with the children's best interests.

b. If either party relocates 150 miles or more from the residence of the other party, they shall comply with the relocation requirements set forth under Utah Code Ann. § 81-9-209.

8. **Education Provision.** In accordance with Utah Code Ann. § 81-9-203(11), both parents shall have access to the minor children during school and have authority to check the minor children out of school, the parents shall jointly make education decisions for the minor children.

9. **Children's Passports.** The parties shall keep their children's passports current and share equally any costs associated with doing so. Furthermore, each party shall be entitled to possession of the passports as needed for international travel with the children, and each party shall provide the other party with the children's passports upon request. When not in use, the parties will retain possession of the children's passports as they may agree. If they cannot agree, each party shall keep one child's passport in his or her possession when the passports are not being used.

10. **Travel to Ecuador.** William may travel with the children to Ecuador to visit William's family, so long as William provides Amanda with travel itinerary and related information as set forth in Utah Code Ann. § 81-9-202(19).

11. **Decision-making.** Unless the parties agree otherwise, the following provisions shall apply with respect to making decisions for the minor children:

a. The parties shall share decision-making responsibilities for the minor children in accordance with the Joint Legal Custody provisions above.

b. Each party may make decisions regarding the day-to-day care of the children during his or her parent time.

c. Each party may make emergency decisions affecting the health or safety of the children while the children are in his or her care but shall provide notice of the decision to the other party as soon as is possible under the circumstances.

d. Neither party shall make or allow the children to make physical changes, such as tattoos or piercings, that significantly alter a child's appearance, without the other party's prior written agreement. Parties shall consult with the children on preferred hair styles and shall take their desires and preferences into consideration. Once the children are 8 years old, their own preferences shall control in regards to their own haircuts.

12. Each party shall have access directly to all of the children's school reports. Each party shall inform educators and school employees that the other is entitled to access all records and shall be jointly involved in and consulted with in making decisions regarding the children's education. Both parties shall have access to the children during school and authority to check the children out of school.

13. Both parties shall have access directly to all of the children's medical reports and medical records. Each party shall inform all medical, dental, orthodontic, optical, and psychological care providers (so long as the records are HIPAA-compliant) that the other is entitled to access all records and shall be jointly involved in and consulted with in making decisions with such providers. Both parties shall sign HIPAA releases in order to access the children's private health information.

14. **Communication.** The children shall not be used as messengers or as problem-solvers. Any and all communication regarding the children shall be solely between the parties, and neither party shall use the children to convey information about finances or to schedule visitation/parent-time changes or other modifications. Likewise, if the parties have a dispute that must be resolved in court, neither party shall discuss with the children any items relating to the court proceeding, and both parties shall prevent all others from doing the same. Parents shall use a coparenting application (Our Family Wizard, unless they agree on a different application) for coparent communication, calendaring the children's activities, sharing important information, etc.

15. The children shall be entitled to contact either party at any time, regardless of the reason.

16. When dealing with each other on parent-time or coparenting issues, the parties shall remain focused on the best interests of the children and use their best efforts to foster a positive, working, respectful relationship, with the goal of optimizing the children's relationships with each parent. The parties shall keep their communications positive and constructive.

17. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding their children's development, schoolwork, medical and dental therapy, and any other information appropriate to share with the other party.

18. Each party shall notify the other, within a reasonable time, of receiving notice of any significant school, social, sports, church, and community functions in which a child is participating or being honored, and each parent shall be entitled to attend and participate fully.

19. Each party shall notify the other, within a reasonable time, of receiving any reports or records, including but not limited medical or school-related reports or records, relating to the children.

20. Each party shall notify the other, within a reasonable time, of receiving any medical reports or medical records relating to their children.

21. Each party shall notify the other of a significant illness or injury a child may have when the children are in his or her care.

22. Each party shall advise the other of all logistical details regarding vacation time with the children, including places and telephone numbers where they may be reached.

23. Each party shall provide the other with his or her current address and telephone number, including cell phone numbers, within 24 hours of any change.

24. **Treatment of the Other Party.** The parties recognize that a child's self-esteem depends on the child having a positive perception of both parents. To that end, neither party shall disparage the other to or within the hearing of the minor children, and, instead, each party shall say only positive words about the other to or within the hearing of the minor children, emphasizing the other party's parental strengths and love for the children as much as possible.

Furthermore, each party shall use his or her best efforts to prevent other, third parties from speaking negatively about the other party in the presence of the children.

25. Each party shall use his or her best efforts to enhance the relationship which the other party has with the children. The parties both understand that any conduct by either of them to alienate the children from the other, whether communicated by express words or implied by actions or body language, will not be tolerated, and shall subject the offending party to sanctions by the Court. This specifically includes, but is not exclusive to, asking the children to keep secrets from the other parent (planned positive surprises are not defined as secrets).

26. Each party shall respect the children's right to have a meaningful bond with the other party. The parties both recognize the importance of the children's relationships with extended family members, including grandparents, aunts, uncles, and cousins, and shall respect the children's right to have a meaningful bond with the extended family of the other party.

27. **Child Support.** Child support shall be calculated pursuant to the Utah Uniform Child Support Act, using the parties' current incomes, and a joint custody worksheet consistent with Utah Code 81-6-206(7).

a. William's gross monthly income is currently \$10,395.

b. Amanda is currently working 30 hours per week at \$27.41 per hour, with additional pay differentials based on overnight and weekend hours. Amanda's income is imputed at \$4,751 based on a 40 hour work week at the base pay.

c. William shall pay Amanda \$424.00 each month in child support beginning December 1, 2025.

d. William owes Amanda child support arrears of \$1,696, which shall be paid to her out of William's share of the home equity from the sale of the Provo home.

28. **Healthcare Expenses.** The parties shall provide health and dental care coverage for the medical and dental expenses of the minor children, as set forth in Utah Code Ann. § 81-6-208.

a. Whichever parent can obtain insurance for the minor children at the most affordable cost shall maintain health and dental insurance for the minor children along with other insurance as the parties agree.

b. The parties shall share equally the out-of-pocket costs of the premiums actually paid by a party for the children's portions of the health and dental insurance. Each child's portion of the premium is a per capita share of the premium actually paid. The premium expense for a child is 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. However, if at any point the parties agree that children should be double-covered, then each party shall be solely responsible for the children's share of the premiums associated with his or her own insurance policy.

c. If, at any point in time, the parents agree that a child should be covered by the health insurance plans of both parents, the health insurance plan of William shall be primary coverage for the children, and the health insurance plan of Amanda shall be secondary coverage for the children. If a party remarries and the children are not covered by that party's health insurance plan but are covered by a step-parent's plan, the health

insurance plan of the step-parent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the children.

d. The party providing insurance for the children shall provide verification of insurance coverage to the other party upon initial enrollment of the children, and thereafter on or before January 2 of each calendar year. The party providing insurance shall notify the other party of any change in insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or should have known of the change.

e. The parties shall share equally all reasonable and necessary uninsured and out-of-pocket medical, dental, vision, orthodontia, and mental healthcare expenses incurred on behalf of a child, including copayments, coinsurance, and deductibles.

f. For healthcare expenses incurred on behalf of a child, the incurring party shall provide notice and written verification of the expense to the other party within thirty (30) days. The other party shall then have thirty (30) days to reimburse the other party for his or her one-half share of the expense.

g. William shall reimburse Amanda for his share of the children's health insurance premiums beginning December 1, 2025. He is in arrears \$241.23 (through March 2026). This shall be paid to Amanda out of William's share of the home equity from the sale of the Provo home.

29. **Alimony.** Each party is capable of supporting himself or herself, and does not require financial support from the other. Accordingly, neither party shall be entitled to receive alimony or spousal support from the other, now or in the future.

30. **Division of Real Property.** At the time of separation, the parties owned two real properties, the Provo Home and the Lehi Home.

a. William is awarded the parties' entire fifty percent ownership of the Lehi Home, together with all debts associated with that property other than the \$16,000 loan from Amanda's parents and any house expenses which were paid by Amanda's credit card which shall be assigned to Amanda as part of the overall property division.

b. The Provo Home was sold in November 2025, and the proceeds are being held in the trust account of William's counsel. The funds may be released immediately upon the execution of the parties' Stipulation, and the parties need not wait for the entry of a final decree of divorce for the funds to be released. All remaining funds held in escrow shall be divided equally between the parties.

31. **Personal Property.** During the course of their marriage, the parties acquired various items of personal property, which are divided as follows:

a. William is awarded the Lexus vehicle, free and clear of any claim by Amanda, subject to any indebtedness or obligation thereon.

b. The parties have previously divided the remainder of their personal property. Accordingly, each party shall be awarded her and his personal effects and the personal property currently in her or his possession or control, subject to any debts or obligations associated therewith, free and clear from any claim by the other.

32. **Bank Accounts.** During the marriage, the parties acquired various bank and financial accounts, the majority of which they have already divided. The parties' financial accounts are divided as follows:

a. Amanda is awarded the parties' brokerage account, free and clear of any claim by William.

b. Amanda is awarded her HSA account, free and clear of any claim by William, and therefore Amanda waives any claims for amounts that may have been owing for medical expenses of the minor children.

c. Each party is awarded all accounts in her and his individual names, free and clear of any claim by the other.

d. Should any joint accounts remain open at the time of the entry of a final decree in this matter, the parties shall work together to close such accounts within sixty (60) days of the entry of the decree.

33. **Retirement Assets.** During the marriage, the parties acquired various retirement accounts. The parties' retirement accounts are divided as follows:

a. Amanda is awarded her retirement account, free and clear of any claim by William.

b. Fifty thousand dollars (\$50,000) shall be transferred from William's retirement account to Amanda. Following this transfer, William shall be awarded the remainder of his retirement account, free and clear of any claim by Amanda. The parties shall share, equally, the cost of drafting and implementing any QDRO that may be necessary to facilitate the foregoing transfer.

34. **Debts.** Except as otherwise set forth herein, each party shall be responsible for all debts in her or his name, and shall indemnify and hold harmless the other party with respect to any such debts.

35. **Taxes.** Beginning with tax year 2025, the parties shall equitably divide the right to claim their minor children as dependents for income tax purposes, with William claiming the oldest and Amanda claiming the youngest each year. When only one child can be claimed as a dependent, the parties shall alternate claiming the remaining child, with William claiming in even-numbered tax years and Amanda claiming in odd-numbered tax years.

36. **Phone Number.** Amanda shall, within three (3) days of signing this Agreement, facilitate the porting of William's cell phone number from her parents' cell phone plan to a cell phone provider of William's election, so that William is able to transfer his phone number to an account of his own.

37. **Execution of Decree.** The parties shall each execute and deliver to the other any documents necessary to implement the provisions of the parties' Stipulation and this Decree of Divorce.

38. **Cooperation.** The parties shall both cooperate to implement the provisions of the parties' Stipulation and this Decree of Divorce.

39. **Attorney Fees.** Except as set forth in the paragraph on Breach of the Agreement below, each party shall be solely responsible for his or her own attorney fees.

40. **Breach of Agreement.** In the event either party to this Agreement defaults in his or her obligations hereunder, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees and court costs incurred in the enforcement of the obligations created by the parties' Stipulation or this Decree of Divorce.

41. **Name Change.** The minor children’s surnames shall be changed to “Arellano Draper,” with Amanda assuming responsibility for all fees related to the name change, including processing, administrative, and legal fees.

42. **DCFS Administrative Appeal.** Amanda shall not initiate contact with the Division of Child and Family Services (DCFS) regarding the current DCFS appeal. If DCFS contacts her regarding the pending appeal or inquires whether the findings should be classified as supported or unsupported, Amanda shall not advocate for any particular outcome and shall defer to the professional judgment and determination of DCFS. If DCFS requests information regarding the facts of the matter, Amanda shall direct the agency to the existing case file for reference. Should DCFS request her participation in the process, Amanda shall respectfully decline and indicate that she prefers not to participate further.

[The Court’s Electronic Signature Will Appear on the First Page of this Document.]

APPROVED AS TO FORM:

/s/ Robin Kirkham
Attorney for Respondent
DATED: April 7, 2026
(electronically signed by Brady Kronmiller
with permission from Robin Kirkham)

APPROVED AS TO FORM:

/s/ Velvet Rodriguez
Guardian ad Litem
DATED: April 8, 2026
(electronically signed by Brady Kronmiller
with permission from Velvet Rodriguez)

NOTICE PURSUANT TO RULE 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO

THE RESPONDENT:

Notice is hereby given that, pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing **Decree of Divorce** shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of this notice being served upon the Respondent in this matter.

/s/ Tori Camejo

CERTIFICATE OF DELIVERY

I hereby certify that on the 2nd day of April 2026, I caused a true and correct copy of the foregoing to be served on the following:

Robin Kirkham
Attorney for Respondent

☐ Court's Electronic Filing System

☐ U.S. Mail

☐ Hand Delivery

☒ Email

Velvet Rodriguez
Guardian ad Litem

/s/ Brady Kronmiller