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

<p>In the Matter of the Marriage of:</p> <p>RICHARD JAMES HERLITZ,</p> <p>Petitioner,</p> <p>and</p> <p>JESSICA HERLITZ,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 244100192</p> <p>Judge: Porter Commissioner: Snow</p>
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The Petitioner Richard James Herlitz, represented by Attorney Jonathan Bachison and the Respondent Jessica Herlitz, represented by Attorney Stephen Nemelka, having fully resolved all of their respective issues and claims by Stipulation and Property Settlement Agreement and the same having been accepted by the above Court; and the Respondent having executed an Affidavit of Jurisdiction and Grounds and the Court having accepted the same; and the Court having now made and entered its Findings of Fact and Conclusions of Law; and good cause appearing; **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

Divorce

1. That the parties are hereby granted a Decree of Divorce on the grounds of ***Irreconcilable Differences***. The Decree of Divorce shall become final and absolute upon the signing and entry of this Decree by the above Court.

Children and Custody

2. That during the marriage two (2) children were born to wit: MEH born May 17, 2014; and, PEH born September 2, 2014. The minor children are currently living and residing in Utah County, State of Utah and have been so residing throughout this action. That the minor child PEH has special needs which require consistency and direct supervision.

3. That it is in the best interests of the minor children that the Respondent shall be awarded sole physical custody of the parties' minor children and that she shall also be designated as the primary residential custodian for the minor children.

4. That it is in the best interests of the children for the parties to share joint legal custody as further described herein below.

PARENTING PLAN

Parent Time

5. The Petitioner shall have parent time as the parties agree. If the parties cannot agree then Petitioner shall have parent time as follows:

- a. Every Tuesday from 4 pm until 8 pm.
- b. Every Thursday from 4 pm until 8 pm.
- c. Every other weekend from Friday at 4 pm until Sunday evening at 8 pm

6. When school is in session, Petitioner shall pick up the minor children for his parent time at Respondents residence at 4:00 pm. During the school year, if the minor children are not in

school, then Petitioner shall also pick up the minor children curbside at the Respondent's residence at 4:00 pm unless otherwise agreed upon in writing by the parties. The parties, or an individual designated by the parties, so long as said individual is known to the minor children and the other parent, shall be able to perform exchanges. The party who is picking up for her or his parent time shall provide the transportation for all exchanges.

7. That PEH shall not be left unattended during parent time or be left in the care of anyone that is not an adult.

8. That parent time is intended for the parents only especially in relation to PEH. Apart from work related day care, the parents shall not delegate parent time to 3rd parties when they are available for parent time with the children.

9. For purposes of what constitutes "in writing", emails and texts shall qualify as "in writing". The parties shall be on time for exchanges and barring emergency or agreement otherwise, the parties shall not be later than 20 minutes to exchanges.

10. For travel with the minor children, the parties shall follow and be bound by UCA §81-9-202, unless modified herein. The parties shall provide notification of travel plans, itineraries and contact information prior to traveling with the children unless international then notification shall be at least 30 days prior unless otherwise agreed.

11. The parties shall have suitable accommodations for the children at their respective residences.

Holidays

12. The parties shall exercise holidays consistent with Utah Code Ann. §81-9-302.

a. The parties shall abide by and recognize any Teacher Professional Days attached to the above holiday schedule if applicable.

Educational Plan

13. The minor children shall remain in their current schools and shall continue to do so through elementary and then attend all feeder schools therefrom unless otherwise agreed by the parties or otherwise ordered by the Court in a future proceeding.

14. Respondent shall provide Petitioner copies of any education records received at her residence for the minor children upon receiving said records.

15. Both parties shall have access to the minor children while they are in school so long as the contact is not disruptive and is consistent with school policies. The minor children shall not be removed from school during a time when a child is with the other parent for visitation unless expressly agreed upon by the parties in writing prior.

16. Both parties shall use their best efforts to ensure that all homework and school related assignments and responsibilities are completed during respective parent time.

17. Both parents shall use their best efforts to ensure that the minor children attend school consistently and are neither absent nor tardy unless agreed upon, the absences are for known travel or family events, emergency; or, because the minor child is actually ill.

18. The parties shall share equally in any and all mandatory fees incurred for the benefit of the minor children including but not limited to: school tuitions and/or fees related to school and required school activities fees and costs required to participate in the activity.

Final Decision Making Authority

19. That if a significant child-related medical, therapeutic, dental, educational, religious, or activity-related issue arises, the parties shall first meet and discuss the issue and use best efforts to resolve the issue by agreement. If the parties are still unable to agree then the parties shall consult with an expert in the field of the issue e.g. teachers, counselors, pediatricians, ecclesiastical leaders etc. and make best efforts to resolve the issue consistent with the recommendations of the professionals. If the parties are still not able to agree and resolve the issue then the Respondent shall have presumptive final say on the issue subject to either party taking the issue before the Court for resolution.

Designation of Doctors, Pediatrician and Dentist

20. That unless agreed upon in writing otherwise, the minor children shall continue to see their current physicians, pediatricians, dentist and therapists / counselors (if any).

Access to Records

21. Both parties shall be listed as the parents on all child-related forms or records. Both parties shall also have unfettered access to all child-related records and information and both parties shall cooperate in facilitating that access if necessary.

Extra-Curricular Activities and Expenses

22. The parties shall share equally in any and all extra-curricular expenses incurred for the minor children for activities that are agreed upon in writing by the parties. If a party enrolls the minor child in an activity without consent or agreement from the other parent, then there is no obligation upon the non-enrolling parent to share any of the related costs or to cooperate in the minor child's attendance or participation. If an activity is agreed upon then unless said activity interferes with planned travel or vacations, both parties shall ensure the minor child's attendance

for any games, events, practices or required meetings associated with the activity regardless of whoever has the child for parent time.

Communication

23. The parties shall set up and use the Our Family Wizard App for all communication between the parties including notice of child-related events, child related information and updates and information related to the children and for providing the other party notice of extended parent time and traveling with the minor child. The parties shall also place all of the minor children's medical appointments and extra-curricular activities on the OFW calendar. The parties shall share all costs associated with OFW equally.

Passports

24. Both parties shall cooperate in obtaining a passport for the minor children and shall attend any appointments to apply for a passport together or as otherwise required. Both parents shall have access and use of the passports for travel purposes.

Child Related Day Care Costs and Expenses

25. The parties shall equally share all work-related child care costs incurred for the benefit of the minor children. The parties shall make best efforts to contact child care providers and set up separate accounts and make separate payments for the day care related expenses.

Health Insurance and Expenses.

26. That Respondent carries health insurance benefits and insurance for the minor child M.H. and she shall continue to do so, so long as it is offered to Respondent through her employment. Respondent's insurance shall be designated as the children's primary insurance coverage. The minor child PEH is independently covered through the State of Utah and shall continue to be so

for as long as allowed. If that coverage changes or is no longer available then the Respondent shall include PEH under her coverage and the costs for the same shall be divided equally as stated herein.

27. The parties shall equally share and be jointly responsible all medical / health related expenses incurred for the benefit of the minor children M.H. and P.H. (if any) including, but not limited to, insurance premiums, co-payments, deductibles and all non-covered and out-of-pocket expenses incurred, including but not limited to medical, dental, orthodontic, optical, therapeutic, psychological, and prescriptive.

28. The children's portion of the health insurance premium shall be deemed the per capita share of the premium actually paid. Dividing the premium amount by the number of persons covered under the policy and multiplying the result by the one (1) minor child M.H. here shall calculate the premium expense for the minor child M.H.

29. Consistent with Utah Code, each party who carries health insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 USC 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year.

30. That the parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical expenses, to the other parent, as set forth in Utah Code Annotated §81-6-208.

31. That the parent who incurs medical and dental 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 payment within thirty (30) days of payment, as set

forth in Utah Code Annotated §81-6-208. However, the parties, when possible, shall set up two separate accounts with all medical providers and each will pay their portion directly to the provider.

32. That the parent who incurs and pays for the medical and dental expenses shall be reimbursed within thirty (30) of the verification of the cost and payment to the other parent.

33. That the Petitioner and the Respondent shall cooperate in exchanging all claim forms in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Annotated §81-6-208.

34. That the Respondent shall provide Petitioner written notice of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Annotated §81-6-208.

END OF PARENTING PLAN

Life Insurance.

35. The parties shall each be awarded their respective life insurance policies, if any.

Tax Debt / Use of Child for Taxes

36. The parties shall equally share all past tax liabilities owed, if any.

37. The parties shall file separate tax returns for 2025 with the Respondent being awarded both children for her taxes because the Petitioner is not current on his child related expense obligations. Beginning 2026, the parties shall share the children for use on respective taxes with the Respondent having one minor child for use on her returns and the Petitioner having one minor child for use on his returns. When there is only one minor child eligible for use on taxes

then the parties shall rotate use of the last child with the Petitioner having use in odd years and Respondent using the minor child in even years.

38. The Petitioner must be current on all child-related expense and support obligation to claim a child for use on taxes. If by December 31st of any year, the Petitioner is not current on support and expenses then the Respondent shall be awarded the children for her returns automatically.

Support – Child Expense Arrears

39. That as of the date of the Stipulation (January 14, 2026) the Petitioner is not current on all child support and all other child-related expenses and owes Respondent \$14,327.90. This amount is calculated using the support obligation under the Temporary Order of \$889.00 per month from September 2024 through January 2026 including payments made by Petitioner during that time. The Petitioner owes child support to Respondent from the date of filing in March 2024 until the Temp Orders hearing in September of 2024. Accordingly, the Petitioner owes an additional \$4445 in child support arrears from April 1 2024 through August 2024 ($\$889 \times 5 \text{ months} = \4445). In total then, the Petitioner owes the Respondent \$18,773.00 in support arrears.

Income / Child Support

40. Petitioner is employed full time and earning approximately \$5660 per month in gross income. Respondent is also employed full time and earning \$3,640 per month in gross income. Based on the parent time schedule pursuant to UCA §81-9-302 and the incomes of the parties, the Petitioner shall pay the Respondent \$965.00 per month in and for child support. The child support obligation is consistent with the Utah Child Support Guidelines and the child support worksheet filed in this case.

41. The parties' ongoing obligations for child support shall start on February 1, 2026 and continue there forward until such time as a minor child reaches the age of eighteen (18), the child's normal class graduates from high school, whichever occurs last; or, if a minor child dies, marries or becomes a member of the armed forces of the United States or becomes emancipated pursuant to UCA §78A-6-801. At such time when the oldest minor child becomes emancipated or support is terminated as set forth herein, child support shall automatically reduce for the remaining minor child according to law. When the youngest minor child emancipates then child support shall automatically terminate.

Payment of Future Child Support

42. As set forth herein below, the Respondent owes Petitioner the amount of \$21,227 to satisfy Petitioner's claims for an equity / marital interest in the marital residence and property. This amount shall be used to satisfy the Petitioner's ongoing child support obligation of \$965.00 per month. Accordingly, the Petitioner shall not be obligated to pay child support directly to the Respondent from February 2026 through November of 2027 ($\$21,227 \div \$965 = 21.996$ months). Beginning December 1, 2027, the Petitioner shall start paying child support of \$965.00 to the Respondent until said obligation is terminated as set forth herein above.

Personal Property

43. That each party shall be awarded personal property as follows:

To the Respondent:

- a. All personal property in her possession currently
- b. Any other property as divided by and between the parties otherwise.

To the Petitioner:

- a. All personal property in his possession currently.
- b. All other property as divided by and between the parties otherwise.

44. That each party shall be awarded all debts and equity associated with the personal property awarded herein free and clear.

Vehicles

45. That the Respondent shall be awarded the Cadillac Escalade in her current possession, along with all obligations and equity value therein.

46. The Petitioner shall be awarded the vehicle in his possession currently along with all obligations and equity value therein.

47. The parties shall cooperate and sign all documents necessary to remove one another from title on the vehicle awarded to the other party. The parties shall also cooperate in transferring title of the vehicle awarded to the other party if necessary.

Debts / Obligations

48. That all joint marital debts (other than the house mortgage and vehicle loans) have been satisfied and no joint marital debt remains outstanding. Each party shall be awarded all other debts and obligations in their respective names without contribution from the other party.

49. The parties shall indemnify and hold the other harmless from any debts awarded to the respective parties herein.

Marital Residence

50. During the marriage, the parties resided in a residence located in Utah County, State of Utah addressed at 4156 North Cedar Valley Drive, Eagle Mountain, UT 84005. The Petitioner is not on title for this property and residence. The Respondent and her father are legal title owners

of this property in joint tenancy. The Petitioner is not an obligated party on the mortgage loan associated with this residence.

51. The Respondent shall be awarded all interests and rights in this home and property along with all marital equity value and liability thereupon, if any.

52. In consideration of the Stipulation and its terms along with all of the Petitioner's past, present and future claims for an equitable and marital interest in the home and residence, the Respondent shall pay the Petitioner the amount of \$40,000.00 (Forty Thousand Dollars). The \$40,000.00 shall be reduced by \$18,773 to satisfy the Petitioner support arrears obligation. Thus, the Respondent owes the Petitioner \$21,227. This amount shall not be paid to the Petitioner. Instead, this amount shall be credited against Petitioner's ongoing and future child support payments for the minor children as set forth herein above.

Retirement Accounts

53. The parties shall each be awarded their respective retirement or deferred income type accounts free and clear.

Miscellaneous Accounts

54. The parties shall each be awarded all other accounts held in their respective names free and clear.

Alimony

55. That neither party shall be awarded alimony.

Attorney Fees and Costs.

56. Each party shall be responsible for his or her own attorney's fees and costs incurred in this matter.

Mutual Restraints

57. Each party shall be restrained from speaking derogatorily or disparagingly about the other party while in the children's presence.

58. Both parties shall be mutually restrained from harassing or threatening the other party and shall not enter the residence or workplace of the other party without permission from that party.

59. The parties shall each be restrained from interrogating any minor child about events and circumstances occurring in the other parent's home and shall further be restrained from using a child as a messenger for divorce related or adult related information.

60. The parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing herein and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

61. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, to open an account for any service, to obtain any other service or for any negative or potentially damaging purposes whatsoever.

Maiden Name

62. Petitioner shall have the right to restore her name of "Larson" if she so desires.

Auto Insurance.

63. That neither party shall be responsible or obligated to carry and pay for automobile insurance coverage for the other party following the entry of the Decree of Divorce. Once the

Decree is entered the parties shall seek and obtain their own independent automobile insurance policies and shall be solely responsible to pay those expenses.

Notice to Medical Expense Creditors

64. Pursuant to §15-4-6.7, §81-3-105 and §81-6-1 et seq., Utah Code Ann., as amended, when a court order has been entered providing for the payment of medical expenses of a child pursuant to Sections §81-6-1 et seq., §81-4-204, or 78-45-7.15, Utah Code Ann., as amended, or an administrative order under Section §62A- 11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

a. Therefore, each party shall:

- i. Send a copy of the Order / Decree of Divorce to the creditor of the particular medical expense of the particular child.
- ii. Notify the particular creditor of the party's current address.
- iii. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Section 70-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

-----END OF DECREE OF DIVORCE-----

In accordance with the Utah State District Courts' eFiling Standard No. 4, and URCP Rule 10(e), this Decree does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page along with the Court's seal and the date the same was executed by the Court.

Approved as to Form:

/ S / Jonathan Bachison

By Stephen R. Nemelka for
Jonathan Bachison with Permission