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**FOURTH DISTRICT COURT, UTAH COUNTY
PROVO DEPARTMENT
137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606**

IN THE MATTER OF THE MARRIAGE OF:

SARAH NNAH OTUONYE

Petitioner,

and

CHINWEOTITO PRECIOUS OTUONYE

Respondent

DECREE OF DIVORCE

Case No. 264400215 DA

Judge: Shawn R. Howell

Commissioner: Marian Ito

THE COURT, having made its Findings of Fact and Conclusions of Law, and good
cause appearing, now enters the following:

DECREE OF DIVORCE

Declaration of Divorce

1. Based on irreconcilable differences during the marriage, the same being grounds for divorce Utah Code Section 81-4-405(h), the marriage between the parties is hereby dissolved and the parties are hereby declared divorced.

Children

2. The parties are parents to two children, A.A.O. a female child born March 6th, 2020, and E.C.O. a male child born April 13th, 2024. Utah is the home state of the children and Utah has exclusive, continuing jurisdiction over custody of the child.

Custody and Parent-time

3. Sarah is awarded sole physical custody of the parties' minor children and the parties is awarded joint legal custody of the parties' minor children. The Petitioner's home is designated as the children's primary residence for school purposes.

Respondent's Parent-time

4. Precious Otuonye is awarded reasonable parent-time as long as it is consistent and at least 2 days a week taking the kids to do an activity and putting them to bed. Chinweotito Precious Otuonye has expressed he cannot commit to specific days. Precious shall communicate to Sarah no later than Sunday at 7:00 p.m. before the beginning of the week on which days he wants to exercise parent-time that week.

5. Precious shall have the equivalent schedule of Utah Code Section 81-9-304 until such time as the youngest child reaches the age of five (5) years of age. That schedule is set forth in bold below:

81-9-304 Minimum schedule for parent-time for a minor child under five years old.

(1) The parent-time schedule in this section applies to a minor child who is younger than five years old.

(2) If the parties do not agree to a parent-time schedule, the schedules in Subsections (3) through (8) are considered the minimum parent-time to which the noncustodial parent is entitled to the minor child.

(3) For a minor child who is younger than five months old, the noncustodial parent is entitled to:

(a) three two-hour visits every week; and

(b) two hours for each holiday granted to the noncustodial parent in the holiday schedule under Subsection (15).

(4) For a minor child who is at least five months old but younger than nine months old, the noncustodial parent is entitled to:

(a) three three-hour visits every week; and

(b) two hours for each holiday granted to the noncustodial parent in the holiday schedule under Subsection (15).

(5) For a minor child who is at least nine months old but younger than 12 months old, the noncustodial parent is entitled to:

(a) one eight-hour visit every week;

(b) one three-hour visit every week; and

(c) eight hours for each holiday granted to the noncustodial parent in accordance with the holiday schedule under Subsection (15).

(6) For a minor child who is at least 12 months old but younger than 18 months old, the noncustodial parent is entitled to:

(a) one three-hour visit every week;

(b) one eight-hour visit on alternating weekends to be specified by the noncustodial parent or court;

(c) an overnight visit on opposite weekends from Subsection (6)(b) beginning at 6 p.m. on Friday and ending at noon on Saturday; and

(d) eight hours for each holiday granted to the noncustodial parent in the holiday schedule under Subsection (15).

(7) For a minor child who is at least 18 months old but younger than three years old, the noncustodial parent is entitled to:

(a) one weekday evening to be specified by the noncustodial parent or the court:

(i) beginning at 5:30 p.m. and ending at 8:30 p.m.; or

(ii) if the minor child is being cared for during the day outside the minor child's regular place of residence and with advance notice to the custodial parent, beginning at the time that the minor child is picked up from the caregiver and ending at 8:30 p.m.;

(b) beginning on the first weekend after the entry of the decree, alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday;

(c) each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (15); and

(d) extended parent-time for two one-week periods, separated by at least four weeks,

at the option of the noncustodial parent, as follows:

- (i) one week of uninterrupted parent-time for the noncustodial parent; and
- (ii) one week of interrupted parent-time where the custodial parent may

have

an equal amount of weekday parent-time as the noncustodial parent on the same day on which the noncustodial parent is granted weekday parent-time under Subsection (7)(a).

(8) For a minor child who is at least three years old but younger than five years old, the noncustodial parent is entitled to:

(a) one weekday evening to be specified by the noncustodial parent or the court:

(i) beginning at 5:30 p.m. and ending at 8:30 p.m.; or

(ii) if the minor child is being cared for during the day outside the minor child's regular place of residence and with advance notice to the custodial parent, beginning at the time that the minor child is picked up from the caregiver and ending at 8:30 p.m.;

(b) beginning on the first weekend after the entry of the decree, alternating weekends beginning at 6 p.m. on Friday and ending at 7 p.m. on Sunday;

(c) each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (15); and

(d) extended parent-time for two two-week periods, separated by at least four weeks,

at the option of the noncustodial parent, as follows:

(i) two weeks of uninterrupted parent-time, which may be consecutive, for the noncustodial parent; and

(ii) two weeks of interrupted parent-time, which may be consecutive, where the custodial parent may have an equal amount of weekday parent-time as the noncustodial parent on the same day on which the

noncustodial parent is granted
(8)(a).

weekday parent-time under Subsection

(9) For a minor child who is at least 18 months old but younger than five years old, the custodial parent is entitled to one week of uninterrupted extended parent-time.

(10)

(a) For a minor child who is nine months old or older, the noncustodial parent shall have at least two times a week:

(i) brief telephone contact at reasonable hours and for a reasonable duration; and

(ii) virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, at reasonable hours and for reasonable duration.

(b) If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

(i) the best interests of the minor child;

(ii) each parent's ability to handle any additional expenses for virtual parent-time; and

(iii) any other factors the court considers material.

(c) Virtual parent-time supplements, but does not replace, in-person parent-time.

(11) For a minor child who is younger than nine months old, unless the parents agree otherwise, parent-time shall take place in the home of the custodial parent, an established child-care setting, or other environment familiar to the minor child.

(12)

(a) Changes may not be made to the parent-time schedule under this section, except that 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:

(i) the holiday schedule for Mother's Day or Father's Day under Subsection (15);

(ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (7)(d), (8)(d), or (9) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

(iii) the holiday schedule for any holiday under Subsection (15) that is not Father's Day, Mother's Day, or the minor child's birthday;

(iv) extended parent-time under Subsection (7)(d), (8)(d), or (9); and

(v) the schedule for weekday or weekend parent-time.

(b) A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

(13) If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.

(14) A parent shall notify the other parent at least 30 days in advance of the parent's plans for the exercise of extended parent-time under Subsection (7)(d), (8)(d), or (9).

(15) The following table is the holiday schedule for parent-time under this section.

(15)The following table is the holiday schedule for parent-time under this section.

	Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
	Dr. Martin Luther King Jr. Day	(14) Holiday begins on Friday at:(a) 9 a.m. if the parent is available to be with the minor	Odd years	Even years

		child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
	President's Day	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on President's Day.	Even years	Odd years
	Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
	Memorial Day	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	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. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd 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 on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	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 at 7 p.m. on the day before school resumes.	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 before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
	Thanksgiving	(1) Holiday begins at 6 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
	Winter Break (First Half)	(1) Holiday begins at 6 p.m. on the day on that school dismisses for winter break. (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 at 7 p.m. on the day before school resumes.	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

	Birthday			
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9. Should he choose to exercise it, Precious shall have the equivalent schedule of Utah Code Section 81-9-302 at such time as the youngest child reaches the age of five (5) years of age. That schedule is set forth in bold below:

81-9-302 Minimum schedule for parent-time for a minor child five to 18 years old.

(1) The parent-time schedule in this section applies to a minor child who is five to 18 years old.

(2) If the parties do not agree to a parent-time schedule for a minor child described in Subsection (1), the following schedule is considered the minimum parent-time to which the noncustodial parent is entitled to the minor child:

(a)

(i) one weekday evening to be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 5:30 p.m. ending at 8:30 p.m.; or

and

(ii) at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

(A) beginning at the time that the minor child's school is regularly dismissed and ending at 8:30 p.m.; or

(B) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 9 a.m. and ending at 8:30 p.m.;

(b)

(i) beginning on the first weekend after entry of the decree, alternating weekends beginning at 6 p.m. on Friday and ending on Sunday at 7 p.m.; or

(ii) at the election of the noncustodial parent and beginning on the first weekend after the entry of the decree, alternating weekends:

(A) beginning at the time that the minor child's school is regularly dismissed on Friday and ending on Sunday at 7 p.m.; or

(B) if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 9 a.m. and ending on Sunday at 7 p.m.;

(c) each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (12); and

(d) extended parent-time with the minor child when school is not in session for summer break in accordance with Subsection (3).

(3)

(a) For extended parent-time with the minor child under Subsection (2)(d) and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child, which may be consecutive, when school is not in session for summer break.

(b) For the four weeks of extended parent-time for a noncustodial parent under Subsection (3)(a):

(i) two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

(ii) two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which noncustodial parent is granted weekday day parent-

**the
time.**

(c) A custodial parent is entitled to uninterrupted parent-time with the minor child for

two weeks, which may be consecutive, when school is not in session for summer break.

(4)

(a) Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under Subsection (3).

(b) For the notification requirement under Subsection (4)(a):

(i) in odd-numbered years:

(A) the noncustodial parent shall provide notice to the custodial parent by May 1; and

(B) the custodial parent shall provide notice to the noncustodial parent by May 15; and

(ii) in even-numbered years:

(A) the custodial parent shall provide notice to the noncustodial parent by May 1; and

(B) the noncustodial parent shall provide notice to the custodial parent by May 15.

(c)

(i) If a parent fails to provide a notification within the time periods described in Subsection (4)(b), the complying parent may determine the schedule for summer break for the noncomplying parent.

(ii) If both parents fail to provide notice within the time periods described in Subsection (4)(b), the first parent to provide notice may determine the schedule for summer break for the other parent.

(d) If a custodial parent intends to interrupt a noncustodial parent's parent-time under Subsection (3)(b)(ii), the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

(5)

(a) An election shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.

(b) An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

(6)

(a) Changes may not be made to the parent-time schedule under this section, except

that 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:

(i) the holiday schedule for Mother's Day or Father's Day under Subsection (12);

(ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (3) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

(iii) the holiday schedule for any holiday under Subsection (12) that is not Father's Day, Mother's Day, or the minor child's birthday;

(iv) extended parent-time under Subsection (3); and

(v) the schedule for weekday or weekend parent-time.

(b) A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

(7) A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the minor child for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the minor child by 7 p.m.

(8) If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.

(9) If there is more than one minor child and the minor children’s school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent’s half of the holiday, the minor children may remain together for the holiday period beginning the first evening that all minor children’s schools are dismissed for the holiday and ending the evening before any minor child returns to school.

(10)

(a) Telephone contact shall be at reasonable hours and for a reasonable duration.

(b)

(i) Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

(ii) If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

(A) the best interests of the minor child;

(B) each parent’s ability to handle any additional expenses for virtual parent- time; and

(C) any other factors the court considers material.

(c) Virtual parent-time supplements, but does not replace, in-person parent-time.

(11) If there is a minor child five to 18 years old and a minor child under five years old and both minor children are the children of the parties, the parents and the court shall consider an upward deviation for parent-time with all the minor children so that parent-time is uniform based on a schedule under this section.

(12) The following table is the holiday schedule for parent-time under this section.

	Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
	Dr. Martin Luther King Jr. 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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
	President's 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 at 7 p.m. on the day before school resumes.	Even years	Odd years
	Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
	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 at 7 p.m. on Memorial Day.	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 granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
	Father's Day	(1) Holiday begins on Father's Day at 9 a.m.	All years if	All years if custodial

		(2) Holiday ends on Father's Day at 7 p.m.	noncustodial parent is the father or other parent granted the holiday in the order.	parent is the father or other parent granted the holiday 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. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
	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 on 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 at 7 p.m. on Labor Day.	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 at 7 p.m. on the day before school resumes.	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 before	Odd years	Even years

	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 at 7 p.m. on the day before school resumes.	Even years	Odd years
	Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on 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 at 7 p.m. on the day before school resumes.	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

PARENTING PLAN

6. The parents shall follow the following parenting plan, which Petitioner certifies is in the children's best interests.

Parent-time Transfers

7. Pick-up and drop-off (“transfers”) of the children for parent-time will be as described below: The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

8. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

9. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible. Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

10. The school the children will attend is based on Sarah Nnah Otuonye 's home residence.

11. Sarah Nnah Otuonye and Chinweotito Precious Otuonye has authority to check the children out of school. Sarah Nnah Otuonye and Chinweotito Precious Otuonye has access

to the children during school. If the parents cannot agree, education decisions will be made by Sarah Nnah Otuonye.

Communication with each other

12. `Parents will communicate with each other by any method. Communication with the children.

13. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication

between the children and the other parent.

14. Parents and children may communicate with each other whenever the children choose.

Records and information sharing

15. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

16. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

17. If the children will be travelling for more than 3 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 2 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

18. A child care provider for our children must be: Our current nanny Maleah Henderickson or someone Sarah Nnah Otuonye finds.

Relocation of a parent

19. Neither parent may relocate with the minor children more than 25 miles from their current residence without a written agreement signed by the parties or further court order.

20. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parent who moved.

21. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

22. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

23. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to Mediation and share the cost equally before bringing the issue to the court.

END OF PARENTING PLAN

Income: Petitioner (Sarah Nnah Otuonye) (Utah Code 81-6-203)

24. Sarah Nnah Otuonye 's gross monthly income for child support purposes is \$15617. Sarah Nnah Otuonye base child support amount using the sole custody calculation is \$1864. Sarah Nnah Otuonye receives the following gross monthly income:

a. Sarah Nnah Otuonye is employed at Hubspot. Sarah Nnah Otuonye earns \$15617 gross (pre-tax) monthly income working a 40-hour a week job or less. Income: Respondent (Chinweotito Precious Otuonye) (Utah Code 81-6-203)

25. Chinweotito Precious Otuonye 's gross monthly income for child support purposes is \$9,130 after expenses. Chinweotito Precious Otuonye is employed at AMAO Transportation as a long-haul truck driver.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

26. It is in the best interest of the children that Chinweotito Precious Otuonye be ordered to pay child support to Sarah Nnah Otuonye as follows:

a. \$1,200 per month.

- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

27. Once a child is no longer eligible to receive child support, the support amount for the eligible children s be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

28. The person ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed. a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to the Petitioner directly by direct deposit.

29. If ORS begins mandatory income withholding, child support is due on the first day of each month and will be past due on the first day of the next month.

30. Under Utah Code 81-6-212 (4) the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of 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. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

31. Under Utah Code 81-6-212 (5), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (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; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result 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 must not be 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.

32. Chinweotito Precious Otuonye will pay any ORS fees. If Sarah Nnah Otuonye is the ORS applicant and the fees are withheld from payments to Sarah Nnah Otuonye, Chinweotito Precious Otuonye will reimburse Sarah Nnah Otuonye.

33. The parties must notify each other within 30 days of any change in their income.
dependent children for tax purposes

34. Sarah Nnah Otuonye may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

35. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14)

36. Sarah Nnah Otuonye must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

- a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:
 - Sarah Nnah Otuonye's insurance will be primary coverage.
 - Chinweotito Precious Otuonye's insurance will be secondary coverage.
- b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- Sarah Nnah Otuonye's spouse's insurance will be primary coverage.
 - Chinweotito Precious Otuonye's spouse's insurance will be secondary coverage.
- c. Both parties will equally share the out-of-pocket costs of the insurance premiums.
 - d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
 - e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
 - f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
 - g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
 - h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

37. Both parties will equally share all reasonable work, career, or occupational training related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses. c. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses. Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3)) 45. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

38. All personal property not addressed in the divorce is divided as the parties have already divided it.

Vehicles

39. Vehicles will be divided as follows:

a. Year: 2020 Make: Volkswagen Model: Atlas Crossport VIN:
1V2ME2CA9LC208124

Owner (before divorce): Sarah Otuonye

Current value: \$20,478.00 Amounts Estimated: none

Ownership After Divorce: Sarah Nnah Otuonye

i. Lender: VW Credit Address: 2200 Woodland Pointe Avenue, Herndon,
VA 20171

Date Acquired: N/A Amount Owed: \$9,835.85

Amounts Estimated: none

Monthly Payment: \$717

The debt will be paid as follows: Sarah Nnah Otuonye will pay the entire debt.

Sarah Nnah Otuonye will provide a copy of the divorce decree to the lender.

Bank and credit union accounts

40. Bank and credit union accounts will be divided as follows:

a. Account Number: 1707

Account Type: checking

Institution Name: Chase Address: 1412 N Exchange Dr, Saratoga Springs, UT
84045

Date Opened: N/A

Balance (US Dollars): -\$2.62 Estimated: none

Owner: Sarah Nnah Otuonye and Chinweotito Precious Otuonye Co-Owner(s):
N/A

Divide as follows: Chinweotito Precious Otuonye is awarded the entire
balance of -\$2.62 from this money. Stock, bond, securities, or money market
fund accounts

41. The stock, bond, securities, or money market fund accounts will be divided as
follows:

a. Account Number: 0252

Account Type: stocks

Institution Name: Robinhood Address: 85 Willow Rd, Menlo Park, CA 94025.

Date Opened: N/A Balance (US Dollars): \$2,710.29 Estimated: no

Owner: Sarah Nnah Otuonye Co-Owner(s): N/A Divide as follows: Sarah Nnah
Otuonye is awarded the entire balance of \$2,710.29 from this money.

42. This other property will be divided as follows:

a. Description: Wedding ring

Date acquired: N/A

Current value: \$12,000.00 Estimated: yes

Basis of estimation: rounding can't remember the exact figure in the \$11,000's

Ownership after divorce: will be kept by Sarah Otuonye and given to first daughter AvaMae Otuonye when she is getting married.

i. Lender: N/A Address: N/A

Amount Owed: \$undefined Date debt acquired: N/A

Responsibility after divorce: N/A

Debts

43. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a. Account Number: 2893

Institution Name: JPMCB Address: N/A

Amount owed on debt (in US Dollars): \$9,729.63

Minimum Monthly Payment (in US Dollars): \$500.00

Owner: Sarah Otuonye, Precious Otuonye

Estimation Basis: previous monthly payment amount

The debt will be paid as follows: Sarah Nnah Otuonye will pay half of the debt. Chinweotito Precious Otuonye will pay half of the debt. Sarah Nnah Otuonye will provide a copy of the divorce decree to the lender.

b. Account Number: 0000

Institution Name: GS BANK USA

Address: N/A

Amount owed on debt (in US Dollars): \$7,100.00

Minimum Monthly Payment (in US Dollars): \$250.00

Owner: Sarah Otuonye

Estimation Basis: closed account. Previous monthly

The debt will be paid as follows: Sarah Nnah Otuonye will pay half of the debt. Chinweotito Precious Otuonye will pay half of the debt. Sarah Nnah Otuonye will provide a copy of the divorce decree to the lender.

c. Account Number: 0000

Institution Name: SYNCB/CARECR

Address: N/A

Amount owed on debt (in US Dollars): \$6,735.00

Minimum Monthly Payment (in US Dollars): \$200.00

Owner: Sarah Otuonye

Estimation Basis: closed account estimated

The debt will be paid as follows: Sarah Nnah Otuonye will pay half of the debt.

Chinweotito Precious Otuonye will pay half of the debt. Sarah Nnah

Otuonye will provide a copy of the divorce decree to the lender.

d. Account Number: 0123

Institution Name: CAPITAL ONE

Address: N/A Amount owed on debt (in US Dollars): \$6,644.00 Minimum

Monthly Payment (in US Dollars): \$200.00

Owner: Sarah Otuonye

Estimation Basis: closed account. monthly payment estimate.

The debt will be paid as follows: Sarah Nnah Otuonye will pay half of the debt.

Chinweotito Precious Otuonye will pay half of the debt. Sarah Nnah Otuonye

will provide a copy of the divorce decree to the lender.

Installment Loan Debt

a. Account Number: 0000

Institution Name: CITIZNPAYLOC

Address: One Citizens Bank Way Johnston, RI 02919

Amount owed on debt (in US Dollars): \$2,139.00

Minimum Monthly Payment (in US Dollars): \$35.00

Owner: Sarah Otuonye

The debt will be paid as follows: Sarah Nnah Otuonye will pay half of the debt.
Chinweotito Precious Otuonye will pay half of the debt. Sarah Nnah Otuonye
will provide a copy of the divorce decree to the lender.

Other Debt

a. Account Number: 7892

Institution Name: DEPTEDNELNET

Address: PO BOX 82561

Amount owed on debt (in US Dollars): \$21,446.00

Minimum Monthly Payment (in US Dollars): N/A

Owner: Sarah Nnah

The debt will be paid as follows: Sarah Nnah Otuonye will pay the entire debt.
Sarah Nnah Otuonye will provide a copy of the divorce decree to the lender.

Real property

44. The parties acquired the following real property during the marriage:

a. Description: Family home

Address: 1597 Venetian Way, Saratoga Springs, Utah, Utah 84045 United States

Tax ID: 87-0332029

Legal Description: For APN/Parcel ID(s): 40-456-0201 Lot 201, Phase 2 A, GABLES AT SARATOGA SPRINGS PUD SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, State of Utah. Together with: (a) The undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said unit, (the referenced Declaration of Project providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented).

Date property acquired: Aug 15, 2022

Names on title: Sarah Otuonye, Chinweotito Precious Otuonye

Original cost: \$450,000

Current value: \$424,600.00

Property values estimated: no

Disposal: Sarah Nnah Otuonye will have exclusive use and possession of this property until one of the following occurs:

(i) Sarah Nnah Otuonye ceases to use this property as undefined primary residence;

(ii) Sarah Nnah Otuonye remarries;

(iii) Sarah Nnah Otuonye cohabits with a non-relative adult at this property.

Chinweotito Precious Otuonye will receive a share of the equity existing in the property on the date the divorce decree is signed.

The total equity to be divided is \$83467.73999999999.

Chinweotito Precious Otuonye 's share is \$0. Chinweotito Precious Otuonye will have an equitable lien against the property in the amount of \$0. Chinweotito Precious Otuonye will sign a quitclaim deed to Sarah Nnah Otuonye subject to that lien once the divorce is entered. Sarah Nnah Otuonye will pay Chinweotito Precious Otuonye \$0 to satisfy the lien. Once Sarah Nnah Otuonye has paid the lien, Chinweotito Precious Otuonye will sign any documents necessary to remove the lien from the property.

i. Creditor: N/A

Names on mortgage: Sarah Otuonye, Chinweotito Otuonye

Date mortgage acquired: Aug 15, 2022

Mortgage balance: \$341,132.26

Monthly payment: \$2,630.74

Mortgage values estimated: no

This mortgage will be paid as follows after the divorce: Sarah Otuonye will pay the entire debt. Sarah Nnah Otuonye will provide a copy of the divorce decree to the lender.

Business interests

45. The parties' ownership interests in business will be divided as follows:

a. Business Name: AMAO TRANSPORTATION LLC

Description: Transportation Company

Phone: (781) 801-3561

Address: 1597 Venetian Way , Saratoga Springs, Utah 84045 United States

Total Value: \$120,000

Percent owned by Petitioner: 0%

Percent owned by Respondent: 100%

Percent owned by Petitioner after divorce: 0%

Percent owned by Respondent after divorce: 100%

Alimony

46. Neither party will pay alimony.

Retirement money Retirement money – retirement accounts

47. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

48. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a. Account Number: 8030

Plan Name: 401K Profit Sharing Plan & Trust Plan Administrator: Hubspot Inc

Company Name: Hubspot Inc Address: 2 Canal Park Cambridge MA 02141

Date Opened: Apr 1, 2025

Plan Value: \$13461.92

This plan is in the name of: Sarah Nnah Otuonye

Divide as follows: The entire account is awarded to Sarah Nnah Otuonye

b. Account Number: 0863

Plan Name: Stock Plan Plan Administrator: Hubspot Inc

Company Name: Hubspot Inc

Address: 2 Canal Park Cambridge MA 02141

Date Opened: Jun 1, 2025

Plan Value: \$1320

This plan is in the name of: Sarah Nnah Otuonye

Divide as follows: The entire account is awarded to Sarah Nnah
Otuonye.

Duty to sign documents

49. The parties will sign all documents necessary to comply with the divorce decree within 30 days from entry of the decree. If a party fails to sign a document within 30 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

50. Sarah Nnah Otuonye asks that she be granted a divorce pursuant to the terms of this Verified Petition for Divorce, and for such other relief as the court deems equitable and just.

****ENTERED AND SIGNED BY THE COURT ELECTRONICALLY IN THE UPPER
RIGHT-HAND CORNER OF THE DOCUMENT****