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IN THE FOURTH JUDICIAL DISTRICT COURT,  
UTAH COUNTY, STATE OF UTAH

In the Matter of the Marriage of:  <b>ELIZABETH BEATRIZ FASSHAUER ESCOBAR,</b>  <b>Petitioner,</b>  and <b>ALLAN KENNY ESCOBAR,</b>  <b>Respondent.</b>	<b>FINDINGS OF FACT AND CONCLUSIONS OF LAW</b>  Civil: 264400947 Judge: HOWELL Commissioner: SNOW
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THE ABOVE-ENTITLED having come before the Court on a written stipulation of the parties, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein under advisement, and being fully advised in the premises enters the award.

The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Award. Petitioner is hereby granted a Decree of Divorce from Respondent dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.
2. Residency. The Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
3. Marriage Statistics. The parties were married on April 27, 2013, in American Fork, Utah, United States and are presently married.

4. Grounds. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

5. Children. The following are minor children of the parties.

Name	Date of Birth
M. E.	August 2015
N. E.	April 2017
X. E.	March 2019

#### PARENTING PLAN

6. Custody/Parent time. Parties are awarded joint custody of their minor children with Mother being designated as the primary and residential parent. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Father	Father	Father	Father	Father
Week 2	Mother	Mother	Father	Father	Mother	Mother	Mother

a. The parties shall have 50/50 custody such that Mother exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or 9 a.m. when school is not in session. Father shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session.

b. Each party shall receive extended parent time of two-uninterrupted weeks in the summer-time.

7. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

8. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	<b>Martin Luther King Jr. Holiday</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	<b>President's Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>Spring Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Memorial Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>July 4<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	<b>Labor Day</b> after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	<b>Fall Break</b> after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	<b>Halloween</b> after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	<b>First Half of Winter Break</b> beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	<b>Second Half of Winter Break</b> , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The <b>day after child's birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session

Father	Mother	<b>Child's actual birthday</b> from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	<b>Father's Day</b> the day before the holiday at 6 p.m. to the day after at 9 a.m.
Mother	Mother	<b>Mother's Day</b> the day before the holiday at 6 p.m. to the day after with the exchange at school

9. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the children's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

c. Therapy. The minor children are seeing their school counselor. They shall continue to see the school counselor until released or mutually agreed upon by the

parties. In the event that the school counselor recommends individual therapy, the parties shall put the said minor child(ren) in therapy. Father shall choose three therapists and submit the names to Mother within 14 days of the recommendation by the school counselor. Father shall ensure that these therapists are covered by insurance, if they have a plan that covers therapy. Mother shall choose the one therapist within 7 days. Each party shall ensure the children gets to therapy on their respective parent-times. The parties shall participate in therapy as recommended by the therapist. Each party shall pay one-half of the therapy bill directly to the therapist. If payment to the provider is not possible, the party incurring the out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. The parties shall follow the recommendations of the child's therapist. Any communication to or from the therapist shall be emailed to both parties. Any emails or parent communication that the therapist charges for shall be paid by the parent who initiates the contact.

d. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.

10. Relocation. If either party moves more than 150 miles from the other parent, the parties shall be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.

11. Coparenting App (“Coparenting App”). The parties shall utilize the Coparenting App to communicate and calendar and exchange receipts. The parties shall each pay their respective costs for the Coparenting App. The parties shall not use their children to deliver messages. The parties shall use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Coparenting App by April 1, 2026. The parties shall respond within 48 hours of any communication. The parties shall not use the Coparenting App to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the children.

12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

13. Travel.

a. When the children travel with either parent out of State, all of the following shall be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached;

iv. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

b. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

14. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

15. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

16. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

17. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other

parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

c. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any children's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing 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 children from such circumstances.

18. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available eight hours or more during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

19. Limitations.

a. The people in the respective households and the parties shall not use illegal drugs, prescription drugs in a non-prescribed manner or alcohol in excess while they are exercising parent-time.

b. The parties are constrained from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

20. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future shall an emergency arise which would make formal negotiation not practical.

21. Activity Costs. Each party shall be ordered to 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. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the

extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on shared calendar within 24 hours of receiving the calendar or any change.

22. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

23. Transportation for the Children. The parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is

not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

24. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent shall be with the children by overnight.

#### FINANCIAL ITEMS AND ASSET DISTRIBUTION

25. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 *et seq.* Mother's gross monthly income is \$3,879 per month. Father's gross monthly income is \$6,797 per month. Mother has 183 overnights and Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$292 per month. Child support shall commence April 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5<sup>th</sup> day of each and every month, and one-half on the 20<sup>th</sup> day of each month.

26. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental

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

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

27. Absolute Entry. For purposes of health insurance, consistent with Utah Code §81-4-406(6), the Decree of Divorce shall not be considered absolute until two (2) months after signing and entry of the Decree of Divorce so as to allow Mother to remain on Father's health insurance for the two (2) months. Mother shall be responsible for paying her own deductibles and out of pocket medical costs during that time.

28. Childcare Expenses. The parties shall each pay their own respective childcare costs on their own time during the school year. The parent with the overnight shall be responsible for the childcare that day unless otherwise mutually agreed upon writing. For childcare in the summer, the parties shall equally share reasonable out of pocket work-related childcare expenses for the minor children.

29. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor children as follows:

a. While there are three minor children, the parties shall alternate the dependency exemption/tax credit for the minor children. Mother shall claim 2 oldest children in odd-numbered tax years and the oldest child for even-numbered tax years and Father shall claim 2 youngest children in even-numbered years and youngest child for odd-numbered tax years.

b. While there are two minor children, the parties shall each receive one child as a dependency exemption/tax credit. Mother shall claim the oldest child and Father shall claim the youngest child.

c. When there is only one minor child, the parties shall alternate the dependency exemption/tax credit for the minor child. Mother shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

d. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31<sup>st</sup> of the applicable tax year.

30. Taxes. The parties shall file joint tax returns for 2025. The parties shall equally share in any cost of preparation of taxes. The parties shall equally share any tax refund or tax liability.

31. Real Property.

a. The marital property located at 56 E 1100 N, Pleasant Grove, Utah 84062, shall be awarded to Mother with all debts and liabilities commencing on April 1, 2026. Mother shall hold the other party harmless on all debts and liabilities

associated with the home. Mother shall get the utilities solely in her name by April 1, 2026. Mother shall begin the assumption process for the home on or before May 1, 2026. In the event that Mother is unable to assume the loan on the home, she shall refinance the home within 6 months of the denial. If the refinance does not occur, the parties shall sell the home.

b. In the event of a sale, the proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Thereafter, the equity is awarded to Mother.

32. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2020 Nissan Rogue	Mother
2025 Hyundai Kona	Father

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 90 days of the entry of the Decree of Divorce. After 90 days of the entry of the Decree of Divorce or as mutually agreed upon in writing otherwise, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
Debt in Father's name	Father
Debt in Mother's name	Mother

a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

34. Stock Options. Father has stock options with Angel Studios, some of which are vested and some of which are unvested. All options that were awarded to Father prior to April 2025 shall be considered marital. Anything awarded to Father April 2025 or later shall be his sole and separate property. Either party may elect to cash out on all or a



portion of the vested stock options at any time. The parties shall divide the net benefit equally after paying all associated costs and fees of exercising the benefits including taxes. Father must initiate the process of exercising the options within 30 days of receiving the request by Mother. If Father elects to exercise the options, he shall give Mother 30 days notice prior to exercising the options. Father shall notify Mother within 30 days of any additional options being vested.

35. Costco Membership and Benefits. Father shall maintain the Costco membership and shall remove Mother within 30 days. Father shall be awarded the 2 percent bonus / cash rewards.

36. Checking And Saving Accounts. Each party shall be awarded monies in their own separate checking and savings accounts. The joint accounts shall be closed within 14 days of the stipulation.

37. High Yield Savings Account. The Fidelity high yield savings account ending in 6552 shall be used for the cost of taxes, mediation and paperwork for the divorce action. Any remaining amount shall be divided equally between the parties.

38. Retirement Accounts. Each party shall be awarded the retirement accounts in their own respective name and shall waive all claim to the other party's retirement.

39. Business Interest. Mother shall be awarded 100% of the business interest in Fasshauer Lactation LLC, and all associated income, assets, intellectual property, debts, liability, and tax consequences.

40. Life Insurance. Father shall carry life insurance on his life in the face amount of \$65,000 as long as it is reasonably available through his employment, until such time as the parties' minor children reaches the age of eighteen (18). During such period, the

Father shall name the children as beneficiaries and Mother, as long as there is an alimony obligation, for the said life insurance policies. Father shall provide proof by February 1 of every year that the policy is in full force and effect.

41. Name. Elizabeth Beatriz Fasshauer Escobar shall have the option of restoring her name to Elizabeth Beatriz Fasshauer.

42. Alimony. Father shall pay Mother the following alimony which shall be terminated by the receiving party's remarriage, cohabitation, or the death of either party.

This shall be done through an electronic transfer:

a. From April 1, 2026, through March 31, 2028, Father shall pay Mother \$1,708 per month.

b. From April 1, 2028, through March 31, 2030, Father shall pay Mother \$1,508 per month.

c. From April 1, 2030, through March 31, 2032, Father shall pay Mother \$500 per month.

d. Alimony shall terminate effective March 31, 2032, unless sooner terminated by statute or as designated herein.

43. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

44. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

THIS IS THE SIGNED ORDER OF THE COURT WHEN SIGNED ELECTRONICALLY BY  
THE COURT ON THE FIRST PAGE OF THIS DOCUMENT



## CERTIFICATE OF MAILING

I certify I e-mailed a copy as agreed upon by the parties, a true and correct copy of the foregoing document to the following:

Elizabeth Beatriz Fasshauer Escobar  
efasshauer@gmail.com

Allan Kenny Escobar  
akescoba@gmail.com

April 29, 2026

DATED

/s/ Connor J. Fackrell

CONNOR J. FACKRELL

Attorney-Mediator