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

In the Matter of the Marriage of: HEIDI PATHA, Petitioner, and VIJAY PATHA, Respondent.	DECREE OF DIVORCE Civil No.: 264400283 Judge: SEAN PETERSEN Commissioner: MARIAN ITO
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This matter came before the Court following the submission to the Court of a written stipulation. The Court received the Affidavit of Grounds and Jurisdiction, having issued Findings of Fact and Conclusions of Law, having examined the file and the contents therein and deeming itself to be fully informed in the premises, orders, and rules as follows:

DECREE OF DIVORCE

- 1. Residency.** Petitioner, Heidi Patha ("Heidi"), 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.

2. Marriage Statistics. Heidi and Respondent, Vijay Patha (“Vijay”), were married on December 26, 2013, in the city of Salt Lake City, Salt Lake County, Utah and are presently married.

3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.

4. Children. The parties are the parents of two minor children: I.M.P., born February 2018; and M.A.P., born May 2021.

5. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. Utah Code Ann. § 81-11-101 *et seq.*, in that Utah is the home state of the minor children at the time of commencement of this proceeding.

6. Legal Custody: The parties shall be awarded joint legal custody of the minor children and use the terms herein as a parenting plan and be bound to abide thereby.

a. Information Sharing: Both parties are entitled to direct access to all of the children’s records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the children so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the children. The parents will notify each other of

any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.

b. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the children's life prior to a decision being made regarding health, safety, religion, and education. If a party has notified the other with a proposed course of action in writing, and the recipient does not respond to the other within 72 hours, they may proceed with the proposal. If a response is made, and they do not agree they will use the dispute resolution process outlined below.

c. Dispute Resolution: If the parties disagree on a major decision regarding the children, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties will promptly submit the matter to mediation. If mediation does not resolve the issue, then either party may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

7. Physical Child Custody. The parties are awarded joint physical custody of the minor children based on an equal time-sharing arrangement.

a. Parent-Time. Parent time shall be as the parties agree. If the parties cannot agree, they shall exercise parent time on a week-on/week-off basis with

exchanges occurring on Mondays at school, or at 9:00 am if school is not in session. Exchanges shall be school-to-school, or curbside.

b. Holiday Parent-Time. The parties shall follow the modified holiday parent-time schedule set forth below, which takes precedence over regular parent-time:

Even Years	Odd Years	Holiday and Time
Heidi	Vijay	Martin Luther King Jr. Holiday after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 9:00 a.m. if school is not in session.
Vijay	Heidi	President's Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 9:00 a.m. if school is not in session.
Heidi	Vijay	Spring Break parent time begins on the day that school dismisses for spring break with pick up from school, to the day following the end of spring break with drop off at school, or 9:00 a.m. if school is not in session.
Vijay	Heidi	Memorial Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 9:00 a.m. if school is not in session.
Heidi	Heidi	Mother's Day the holiday begins on the Friday before Mother's day with pick up from school or 9:00 a.m. if school is not in session and ends Monday with drop off to school or 9:00 a.m. if school is not in session.
Vijay	Vijay	Father's Day the holiday begins on the Friday before Father's day with pick up from school or 9:00 a.m. if school is not in session and ends Monday with drop off to school or 9:00 a.m. if school is not in session.
Heidi	Vijay	July 4th 9:00 a.m. on July 3 rd until 6:00 p.m. on July 5 th
Vijay	Heidi	July 24th 9:00 a.m. on July 23 rd until 6:00 p.m. on July 25 th
Vijay	Heidi	Labor Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday

		with drop off at school, or 9:00 a.m. if school is not in session.
Heidi	Vijay	Fall Break Weekend parent time begins on the day that school dismisses for fall break with pick up from school, to the day following the end of fall break with drop off at school, or 9:00 a.m. if school is not in session.
Vijay	Heidi	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 9:00 a.m. if there is no school, with drop off to school, or 9:00 a.m. if there is no school.
Vijay	Heidi	Thanksgiving begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 9:00 a.m. if there is no school.
Heidi	Vijay	First Half of Christmas Vacation, including Christmas Eve and Christmas Day begins when school is dismissed for winter break until December 27 th at 9:00 a.m.
Vijay	Heidi	Second Half of Christmas Vacation , begins on December 27 th at 9:00 a.m. until drop off at school on the day that school resumes after the winter break.
Heidi	Vijay	The day before or after child's birthday. Parent time begins with pick up from school or at 9:00 a.m. if school is not in session until the following morning with drop off to school or at 9:00 a.m. if school is not in session. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday. A party exercising parent time under this holiday will give the other at least 7 days' notice of an intent to exercise and elect the day before or the day after.
Vijay	Heidi	Child's actual birthday parent time begins with pick up from school or at 9:00 a.m. if school is not in session until the following morning with drop off to school or at 9:00 a.m. if school is not in session. A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
Vijay	Vijay	Vijay's actual birthday (March 4) parent time begins with pick up from school or at 9:00 a.m. if school is not in session until the following morning with drop off to school or at 9:00 a.m. if school is not in session.
Heidi	Heidi	Heidi's actual birthday (June 8) parent time begins with pick

		up from school or at 9:00 a.m. if school is not in session until the following morning with drop off to school or at 9:00 a.m. if school is not in session.
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c. Summer Parent-Time. Each parent shall be entitled to three (3) weeks of uninterrupted summer parent-time during the summer months when school is not in session. In calendar years ending in an odd number, Heidi shall have the first choice of summer parent-time. In calendar years ending in an even number, Vijay shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year. Summer parent-time shall not interfere with the other parent's scheduled holiday parent-time.

i. For Summer 2026. Vijay shall exercise his three-week visitation with the minor children from June 4, 2026, through June 25, 2026.

8. Right of First Refusal. Each parent shall have the right of first refusal to provide care for the minor children if a parent is unable to personally care for the children overnight or longer during that parent's scheduled parent-time, provided that the parent receiving notice is personally available and willing to provide the care and transportation. This provision applies before engaging a third-party caregiver for the specified duration. This provision applies when the parent exercising parent time is not otherwise available.

Exercise of the right of first refusal does not create any entitlement to make-up parent-time or otherwise modify the existing parent-time schedule.

9. Transportation. Transportation for parent-time exchanges shall be as the parties agree. If the parties are unable to agree, parent-time exchanges shall be as follows:

- a. First Right of Refusal: A party exercising the right of first refusal shall provide the transportation in both directions.
- b. Regular Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session. The “receiving parent” is the parent who is beginning parent time. For May 2026 only, the parent who is dropping the child off at school, will also be responsible to drop off the younger child at the home of the other parent.
- c. A third party who possesses a valid driver’s license and is known to the minor children may facilitate transportation for parent-time exchanges, or transport the children to and from activities, events, and/or extracurricular events. However, either party may object to a proposed third-party based on a reasonable and articulated safety concern, which shall be addressed through discussion or mediation, if necessary.

10. Educational Plan. The parties agree to adopt the following Parenting and Educational Plan provisions:

- a. Unless the parties agree otherwise, the children will attend Renaissance Academy. The parties will mutually decide where the children will attend high

school. If they have not made a joint decision by the January of the calendar year the oldest child is to start high school, they will use the dispute resolution procedure and return to mediation.

b. Both parties will be listed on and have access to the minor children's school, church, medical and other records and both parties shall be included as the parents on such records. As joint legal custodial parents, it is the responsibility of each parent to contact the minor children's school, coaches, teachers, doctors, dentists, church leaders, etc. in which the minor children are involved to establish their own relationship and have notices of significant school, social, sports, and community functions in which the minor children are participating or being honored sent directly to each parent. Both parties shall be entitled to attend and participate fully.

c. The parties shall keep one another informed regarding the minor children's school progress, school and activity schedules, medical and dental care, counseling, emotional well-being, achievements, and other similar matters, and shall promptly provide copies of relevant notices, records, and communications received from third parties.

d. Routine homework or school assignments assigned and due during a party's own parent-time shall be that party's responsibility. However, both parties shall communicate and cooperate to ensure that any long-term or multi-day assignments that span both parties' parent-time are completed and timely returned, regardless of which party is exercising parent-time when the assignment is due.

e. If one parent receives notice that the other parent would not have access to, the party receiving said notice shall notify the other parent within seventy-two (72) hours of receiving the notice;

11. Communication:

a. Communication regarding the minor children shall be directly between the parents and shall not involve third parties, except when necessary in case of an emergency;

b. Communication between the parties will be focused on the minor children.

c. All communication between the parties will be in writing either through email, text, or other mutually agreed upon parenting application, unless in the case of an emergency. However, text will be limited to time-urgent matters.

d. The parties will notify each other of significant illness involving the minor children and of any information relating to their medication(s), treatment(s), and/or hospital visit(s) as soon as practically possible. The parties will respond to communication from one another within a reasonable time and in a manner consistent with good-faith co-parenting;

e. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving a minor child;

f. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

- g. When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent will be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;
- h. The parties shall notify the other parent of any change of address, email address, and/or telephone number within twenty-four (24) hours of the change;

12. Travel Provisions:

- a. For emergency purposes, whenever the minor children travel overnight or longer, the parent arranging the travel shall provide the other parent with an itinerary of travel dates, destinations, and places where the minor children can be reached;
- b. Passports and International Travel: Both parties will cooperate to sign any forms necessary to obtain and/or renew passports for the children. Each party will hold one passport until needed for travel with the other. If either party intends to travel internationally, the parties will provide the other with the passports for the children at least 7-days before the scheduled travel, and both parties will cooperate and sign any written permission or forms that may be required for international travel. Within 7 days of return, or during the next parent time exchange, whichever occurs sooner, the passport will be returned to the other parent.
- c. Travel to Non-Hague Convention Countries. For travel to countries that are not signatories to the Hague Convention on the Civil Aspects of

International Child Abduction, the following additional safeguards shall apply:

- i. *Periodic Communication.* The traveling parent shall facilitate reasonable communication between the children and the non-traveling parent during travel, including video or phone contact no less than once per week.
- ii. *Jurisdiction Acknowledgement.* The traveling parent shall acknowledge in writing, with a wet signature and provided to the non-traveling parent within 7-days prior to international travel, that the courts of Utah retain continuing jurisdiction over custody matters and that the children will be returned in accordance with the terms of this agreement.
- iii. *Failure to Return.* Failure to return the children in accordance with the agreed-upon travel dates (excluding travel delays that are not the fault of the parent, and in case of travel delays, the traveling parent will notify the other immediately) shall constitute a material violation of this order and may result in appropriate legal remedies, including but not limited to enforcement actions, modification of custody, or other material and substantial change of circumstances.
- iv. *Good Faith Cooperation.* Both parties shall act in good faith in considering reasonable travel requests and shall prioritize the children's best interests, safety, and stability.

13. Parenting Plan Provisions, Continued:

- a. The parties agree to work together in a reasonable manner to

accommodate each other and to provide the minor children consistency and stability, but if there is a dispute the parties agree to use the dispute resolution process outlined above;

b. Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

c. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his/her care will not interfere with the virtual parent-time;

d. The parties agree that they will not put the minor children in the middle of their disputes;

e. The parties will not discuss with the minor children or in the minor children's presence, the parties' legal proceedings or financial related issues of the parties;

f. The minor children will not be used as messengers between the parents;

g. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;

h. Each parent shall maintain adequate clothing, school uniforms (if applicable), outerwear, and activity-appropriate attire at his or her residence so

that the minor children are not required to transport clothing between homes for regular school or routine activities, except for special or unique items.

i. Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money;

j. The parties will not ask the minor children to keep secrets from the other parent;

k. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

l. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;

m. Each parent shall immediately notify the other parent if: (a) the parent resides with an individual or provides an individual with access to the child; and (b) the parent knows that the individual: (i) is required to register as a sex offender or a kidnap offender for an offense against a child under Title 77, Chapter 41, Sex and Kidnap Offender Registry; (ii) is required to register as a child abuse offender under Title 77, Chapter 43, Child Abuse Offender Registry; or (iii) has been convicted of: (A) a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-114, or 76-5-208; (B) a sexual offense

against a child under Title 76, Chapter 5, Part 4, Sexual Offenses; (C) an offense for kidnapping or human trafficking of a child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; (D) a sexual exploitation offense against a child under Title 76, Chapter 5b, Sexual Exploitation Act; or (E) an offense that is substantially similar to an offense set forth in sections (A) through (D).

n. Neither parent will introduce the minor children to a significant other until the parent has been involved in a serious committed relationship with that individual for a minimum of three (3) consecutive months.

f. Firearm Safety. All firearms in the residence will be securely locked and stored out of reach of the children when not in use. Both parties shall provide verification to the other that their firearms are securely locked and stored within 7-days of the signing of this stipulation.

g. General Safety. Both parties shall ensure sharp objects (i.e. knives and sharp scissors) and medications are stored out of reach of the children when not in use.

o. Both parties shall ensure that any third parties, including family members, do not engage in conduct that interferes with the other parent's relationship with the minor children or violates the terms of this Decree. Each parent shall be responsible for the conduct of individuals they permit to be present during their parent-time.

p. Social Media. The children shall not be allowed to have their own social media account until the parties agree or age 16.

q. Age-Appropriate: Neither party will allow the children to access age-inappropriate materials, social media, games, movies and similar media.

r. Shared Parental Controls: For all child-only devices and electronics, the parties will share the passwords, PIN, and parental control passwords to be able to ensure safe electronic use while in either party's care and control.

14. Divorce Education and Orientation Class. The parties shall each complete the Divorce Education and Orientation Class as required by the State of Utah within fourteen (14) days of the signing of this Stipulation, if they have not already done so and shall provide one another with a copy of the certificate of completion of the class.

15. Child Support. Heidi's gross monthly income is \$17,929. Vijay's gross monthly income is \$20,963. Based on the joint custody child support calculation worksheet for two (2) minor children, with each parent exercising 182.5 overnights per year, Vijay's child support obligation to Heidi will be \$220 per month, commencing May 1, 2026. Unless the Court orders otherwise, support for the child terminates at the time: (1) the 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) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable in two equal payments on the 5th and 20th day of every month.

a. Reduction When Child Becomes 18. In accordance with statute, when a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base

child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table in Utah Code §81-6-213 for the remaining number of minor children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

b. Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

c. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

16. Child Care Expenses. Each party shall pay any and all child care expenses incurred during his/her parent-time, without the right to reimbursement from the other. The parties will share the contact information of all childcare providers with the other parent and share the contact information of both parents with the childcare provider.

17. Medical/Dental Expenses. In accordance with Utah Code §81-6-208, a parent shall provide and maintain medical and dental insurance for the minor children if it is available to them at reasonable cost and is accessible to the children. Currently, Heidi and Vijay are providing the minor children's medical insurance.

a. Each parent shall cover the out-of-pocket costs of their own insurance premium for the minor children's insurance without the right to reimbursement from the other party. If only one parent provides insurance to the children (due to job loss or other unforeseen circumstances), each parent shall share equally the out-of-

pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor 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 minor children in the instant case. If the children are covered by the insurance of both parties, each parent will pay for the cost of his or her own plan without reimbursement from the other.

b. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the minor children, the parent may receive credit against the base child support award or recover the other parent's share of the minor children's portion of the premium.

c. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, including but not limited to deductibles and copayments.

d. The parent who is maintaining insurance shall provide verification of coverage to the other parent upon initial enrollment of the minor children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30)

calendar days of the date the parent first knew or should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment with reimbursement to take place within the following thirty (30) days.

f. In addition to any other sanctions provided by the court, a parent incurring medical 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 comply with Subsections (d) and (e) above.

g. If, at any point in time, the dependent minor children are covered by the health, hospital, or dental insurance plans of both parents, Heidi's health, hospital, or dental insurance plan shall be primary coverage for the dependent minor children and Vijay's health, hospital, or dental insurance plan shall be secondary coverage for the minor children. If a parent remarries and the minor 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 minor children.

18. School Registration and Fees. The parties will equally divide all reasonable and necessary school registration and school fees for the minor children. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days

of the payment with reimbursement to take place within the following thirty (30) days.

This excludes private tuition and school lunches.

19. Medical Billing for a Minor Child. Pursuant to Utah Code §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. 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, nor may the creditor make a negative credit report under Utah Code §70C-7-107, or report of the debtor's 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 the parent under the order.

20. Payment of School Fees. When a court enters an order that provides for the payment of school fees of a child pursuant to Section 81-4-204 or Section 81-4-406, a provider who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request of a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order. A provider may bill a parent for the parent's share of a child's school fee under an order regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee. A provider, who receives a copy of the

order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order. Each parent is liable only for the share of the school fee that the parent is required to pay under the order. Private school fees shall not be shared or reimbursed unless both parties agree in writing in advance of the enrollment.

21. Extracurricular Activities. The parties will equally divide the cost of extracurricular activities for the minor children so long as the parties have mutually agreed to the activity in writing prior to the minor children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the minor children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor children in extracurricular activities will do so at their own expense and the activity will not interfere with the other party's parent-time. However, all of the children's activities shall be shared with each other at all times and as soon as the activity is known, so the other may attend special events/activities such as games, recitals, etc. (excluding ordinary practices) during the parent time of the other.

22. 2025 Taxes. The parties will file their federal and state income tax returns for the 2025 tax year as married filing jointly. Heidi may prepare the taxes, and Vijay will

provide any documentation necessary to do so within 7 days of Heidi's request for documentation. Currently, Heidi is requesting the INT-1098 form for the Mesa property and Vijay's W2 for 2025. Upon completion of the tax returns, Heidi will deliver to Vijay all tax documentation and forms so he can have it reviewed if he so desires. If there are major discrepancies that the parties cannot resolve, they will have the tax returns professionally prepared and filed by a mutually agreed upon CPA. If necessary, each party will cooperate in good faith with the tax preparer and timely provide all information and documentation reasonably necessary to complete the returns, and will promptly review and sign all documents required for filing. And the parties will equally share the cost of such tax preparation. Any tax refund resulting from the jointly filed 2025 returns will be divided equally between the parties, and any tax liability will likewise be equally shared with each party responsible for fifty percent (50%) of the amount owed.

23. Tax Benefits. Beginning with the 2026 tax year, the parties shall equally share claiming the minor children for tax benefit purposes related to filing federal and state tax returns as follows:

- a. When there are two (2) minor children, Heidi shall be entitled to claim M.A.P. each year for tax benefit purposes and Vijay shall be entitled to claim I.M.P. each year for tax benefit purposes.
- b. At such time as there is only one minor child, the parties shall alternate claiming the child with Heidi receiving the benefit for tax years ending in an even number and Vijay receiving the benefit for tax years ending in an odd number.

c. The party ordered to pay child support must be current on his/her child support obligation as of December 31st of the tax year he/she is entitled to claim the minor children for tax benefit purposes on his/her tax return.

d. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the minor children when he/she is entitled to the tax benefit.

24. Relocation. The parties will be bound by the notice provisions of Utah Code Ann. § 81-9-209 if either party relocates more than 150 miles from the other parent. Parties may not move more than 30 miles from each other's residence without written consent or court approval.

MEDICAL INSURANCE

25. The parties shall be responsible for their own medical insurance upon entry of the Decree of Divorce herein.

ALIMONY

26. Neither party is awarded alimony, whether retroactive, current, or prospective, and each party expressly waives any claim to past, present, or future alimony from the other.

ASSETS

27. Business Interest. During the marriage, the parties acquired an ownership interest in the business known as The Lounge at Lava Hot Springs. Except as otherwise specifically provided herein, Heidi is awarded all right, title, and interest in and to said business, including but not limited to all inventory, equipment, furnishings, intellectual

property, trade names, goodwill, accounts receivable, cash on hand, and any other business-related assets or personal property of any kind. Heidi shall be solely responsible for any and all debts and obligations associated with the business, whether incurred in the past, present, or future. Heidi shall indemnify, defend, and hold Vijay harmless from any and all liabilities, claims, demands, damages, costs, or expenses (including attorney fees) arising from or related to the business. Within ninety (90) days of entry of the Decree of Divorce, Heidi shall remove Vijay's name from any and all loans, lines of credit, guarantees, or other financial obligations associated with the business, whether by refinance, assumption, sale, or other commercially reasonable means. If Heidi is unable to remove Vijay within said timeframe, she shall immediately notify Vijay in writing and shall continue diligent efforts to do so until completed. Vijay hereby relinquishes and forever waives any and all right, title, claim, or interest in and to the business.

REAL PROPERTY

28. The parties acquired real property during the marriage, which shall be awarded as follows:

a. Canyon Hills. During the marriage, the parties acquired real property located at 867 W Spring Dew Lane, Lehi, UT 84043 ("Canyon Hills Property").

The Canyon Hills Property shall be awarded as follows:

- i. Vijay shall have the exclusive use and possession of the Canyon Hills Property, and shall be awarded all right, title and interest.
- ii. Beginning May 1, 2026, Vijay shall be solely responsible for payment of all debts and utilities associated with the Canyon Hills

Property, holding Heidi harmless therefrom. Vijay shall remove Heidi from the utilities and have the utilities put into his name within fourteen (14) days of the signing of this Stipulation. The first mortgage shall be either assumed or refinanced within 6 months of the signing of this Stipulation. The HELOC shall be either assumed or refinanced within 2 months of the entry of the decree. The Heidi shall sign a quitclaim deed within 7-days of either debt being refinanced/assumed. If Vijay is unable to assume or refinance the first mortgage within 6-months, the home shall be immediately listed for sale and sold.

iii. Heidi shall not increase the debt owing on Canyon Hills Property.

b. Exchange Property. During the marriage, the parties acquired a real property located at 3752 West 1650 North, Lehi, Utah, Utah 84043 ("Exchange Property"). The Exchange Property shall be awarded as follows:

i. Heidi shall have the exclusive use and possession of the Exchange Property, and shall be awarded all right, title and interest.

iv. Beginning May 1, 2026, Heidi shall be solely responsible for payment of the remaining debts and utilities associated with the property, holding Vijay harmless therefrom. Heidi shall remove Vijay from the utilities and have the utilities put into her name within fourteen (14) days of the signing of this Stipulation. The debt shall be either assumed or refinanced within 6 months of the signing of this Stipulation, and Vijay shall sign a quitclaim deed within 7-days of the debt being

assumed/refinanced. If Heidi is unable to assume or refinance the HELOC within 60 days from the date of this agreement, the home shall be immediately listed for sale and sold.

ii. Neither party shall increase the debt owing on the property.

c. **Mesa Property.** During the marriage, the parties acquired real property located at 3928 E Dover St, Mesa, AZ 85205 (“Mesa Property”). The (“Mesa Property”) shall be awarded as follows:

i. Vijay shall have the exclusive use and possession of the (“Mesa Property”), and shall be awarded all right, title and interest.

ii. Beginning May 1, 2026, Vijay shall be solely responsible for payment of the remaining debt and utilities associated with the (“Mesa Property”), holding Heidi harmless therefrom. Vijay shall remove Heidi from the utilities and have the utilities put into his name within fourteen (14) days of the signing of this Stipulation.

iii. Heidi party shall not increase the debt owing on the rental property.

d. **St. George White Desert.** During the marriage, the parties acquired real property located at 1398 E White Desert, Saint George, Utah 84790 (“St. George White Desert Property”). The St. George White Desert Property shall be awarded as follows:

i. Vijay shall have the exclusive use and possession of the St. George White Desert Property.

ii. Beginning May 1, 2026, Vijay shall be solely responsible for payment of debt and utilities associated with the St. George White Desert Property, holding Heidi harmless therefrom. Vijay shall remove Heidi from the utilities and have the utilities put into his name within fourteen (14) days of the signing of this Stipulation.

iii. Heidi party shall not increase the debt owing on the rental property.

e. St. George Indian Hills. During the marriage, the parties acquired real property located at 1165 W Indian Hills Dr #202, Saint George, UT 84770 (“St. George Indian Hills Property”). The St. George Indian Hills Property shall be awarded as follows:

i. Heidi shall have the exclusive use and possession of the St. George Indian Hills Property.

ii. Beginning May 1, 2026, Heidi shall be solely responsible for payment of the remaining debt and utilities associated with the St. George Indian Hills Property, holding Vijay harmless therefrom. Heidi shall remove Vijay from the utilities and have the utilities put into her name within fourteen (14) days of the signing of this Stipulation.

iii. Vijay shall not increase the debt owing on the St. George Indian Hills Property.

f. Lava Hot Springs Property. During the marriage, the parties acquired a marital home located at 355 W Main St, Lava Hot Springs, ID 83246 (“Lava Hot Springs Property”). The Lava Hot Springs Property shall be awarded as follows:

i. Heidi shall have the exclusive use and possession of the Lava Hot Springs Property.

ii. Beginning April 1, 2025, Heidi shall be solely responsible for payment of the remaining monthly mortgage payment and utilities associated with the Lava Hot Springs Property, holding Vijay harmless therefrom. Heidi shall remove Vijay from the utilities and have the utilities put into her name within fourteen (14) days of the signing of this Stipulation.

iii. Vijay shall not increase the debt owing on the Lava Hot Springs Property .

g. If either party makes a payment associated with the property awarded to the other, that party shall be reimbursed within 14 days of the notice of the payment made. Payments include loan payments, utilities, HOA fees and any other payments made on the property of the other. Each party will redirect all automatic payments to their own accounts for their own properties within 14 days.

29. Vehicles. The parties acquired vehicles during the marriage, which shall be awarded as follows:

<u>Vehicle</u>	<u>Amount Owed</u>	<u>KBB Value</u>	<u>Equity</u>	<u>Awarded to:</u>
2022 Toyota Highlander	\$0.00	\$27,240.00	\$27,240.00	Heidi
2025 Toyota Tundra	~\$58,000	\$53,240.00	(\$4,760.00)	Vijay

a. The parties shall sign over the title to any vehicle awarded to the other within thirty (30) days of entry of the Decree of Divorce.

b. Each party shall be responsible for payment of the auto insurance for the vehicle in his/her name.

30. Personal Property. The parties obtained an interest in certain personal property during the marriage. All other personal property not otherwise distributed herein shall be awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of April 30, 2026.

31. Bank Accounts. The parties acquired bank accounts during the marriage, which shall be awarded as follows:

<i>Bank/Financial Institution</i>	<i>Acct. #</i>	<i>Approx. Balance</i>	<i>Awarded To:</i>
Marcus by Goldman Sachs	3717, 3782, 6857	\$44,600	Vijay
Wells Fargo Checking	4217	\$6,000	Heidi
Chase Checking Heidi	6822	\$8,000	Heidi
Chase Saving Joint	3555	\$200	Heidi
Coastal Community Bank/Bluvine Bank	8977	\$7,400	Vijay
Fidelity Brokerage Heidi	6545	\$7,300	Heidi
Central Bank Vijay		\$800	Vijay
Health savings account Vijay		\$32,000	Vijay
Chase Checking Vijay	3555	\$7,000	Vijay
BMO Bank Heidi	1456	\$152	Heidi

32. Retirement Accounts/Investment Account. During the marriage, the parties acquired certain retirement and investment accounts. Subject to the equalization provisions set forth below, the accounts are identified and initially allocated as follows:

<i>Financial Institution</i>	<i>Approx. Balance</i>	<i>Awarded to</i>
Vijay Traditional IRA - Fidelity 5696	\$126,900	Vijay
Vijay Roth IRA – Fidelity 6240	\$81,100	Vijay
Heidi Roth IRA – Fidelity 3766	\$39,000	Heidi
Heidi GoldmanSachs 401K – Blackrock	\$295,000	Heidi
Fidelity Child Account Vijay	\$40,000	Vijay to hold for the child/ren
ADP Prosper 401k Vijay 2451	\$51,800	Vijay

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

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Chase Sapphire	0	Heidi
Costco Citi	0	Heidi
Local Foodly Credit Card	0	Vijay
Amex Platinum	0	Vijay
Toyota Tundra	\$58,000	Vijay

- a. Joint Accounts. Neither party will incur any additional liability on joint credit cards or any joint accounts. The parties shall cooperate in closing joint credit card accounts or removing the name of the party not assuming the account within thirty (30) days of the signing of this Stipulation.
- b. Other Debts. Any and all other debts and obligations shall be the sole and exclusive responsibility of the party who incurred the particular debt.
- c. Creditors. The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.
- d. Notification to Creditors. For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- e. Delinquency in Payments. If either party is obligated on a joint debt, the payment of that debt must remain current. A party who makes payment on a delinquent debt in

order to protect his/her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

MISCELLANEOUS

34. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents that are necessary to implement the terms of this Stipulation.

35. Mediation. The parties shall attend mediation prior to, or simultaneously with, filing a Petition to Modify the Decree of Divorce. Each party shall pay one-half the cost of mediation.

36. Asset Division/Financial Claims. This Stipulation resolves the asset division and all financial claims either party has against the other through the date of the signing of this Stipulation.

37. Mutual Restraining Order. The parties agree to the following mutual restraining order language:

- a. Both parties are mutually restrained from making disparaging or derogatory remarks about one another, either directly to each other, to the minor children, or in the presence of the minor children. This includes verbal statements, written communications, or any other form of expression. For purposes of this provision, "disparaging or derogatory" shall include any negative or ill-speaking comments about the other party, regardless of if they believe it to be true or not. If a party becomes aware of any such prohibited conduct occurring in the presence of the minor

children, that party shall take immediate steps to remove the children from such circumstances.

b. Both parties are mutually restrained from engaging in any conduct that constitutes annoyance, stalking, harassment, harm, or threats toward the other party.

c. Neither party shall enter the residence of the other without that party's express permission.

d. Both parties are prohibited from posting, sharing, or permitting the posting or sharing of any photographs, stories, comments, or statements concerning the other party on any social media platform.

e. Both parties are mutually restrained from permitting any third party to engage in conduct that they themselves are prohibited from under this paragraph. Each party shall use their best efforts to prevent such conduct by third parties.

38. Identity. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

39. Execution of Final Documents. The parties agree that a final Decree of Divorce may be entered reflecting the terms of this Stipulation. Both parties shall sign and fully execute the final documents that are necessary to implement the provisions of the Decree of Divorce.

40. Final Stipulation. The Stipulation was entire and complete and embodied all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect.

Heidi and Vijay were aware that they had a right to proceed to trial in this matter to present all of their evidence and witnesses but waived this right. Heidi and Vijay are satisfied that the Stipulation is fair and reasonable. There were no questions Heidi and Vijay had to ask or unresolved issues that needed to be addressed. All issues either party wished to raise were incorporated in the Stipulation.

41. Full Disclosure. Each party warranted to the other that there was a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understood and agreed that any deliberate failure to provide complete disclosure may constitute perjury and may allow a party to bring a claim regarding any undisclosed asset. The property referred to in the Stipulation represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

42. Maiden Name. Heidi may be restored to her maiden name of Heidi Beth Nielsen should she so choose.

43. Attorney Fees and Costs. Each party shall assume and pay his/her own costs and attorney fees incurred in this action.

Executed and entered by the Court as indicated by the date and Seal at the top of the page

TO: Dale Ellsworth
dale@theellsworthlawfirm.com

APPROVED AS TO FORM

/s/ Dale Ellsworth via email 5/25/26

DALE ELLSWORTH

Attorney for Respondent

RULE 7 NOTICE

You will please take notice that the undersigned attorney for Petitioner has submitted the above and foregoing Findings of Fact and Conclusions of Law to the Court, for signature. Pursuant to Rule 7 (j)(4) of the Utah Rules of Civil Procedure, any objection to the form of the Order should be filed with the Court, within seven days after service upon you of this notice.

DATED this 18th of May, 2026

/s/Megan Blakelock

MEGAN BLAKELOCK

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Blakelock Law, 825 East 800 North Orem, Utah 84097, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing document was served upon the following on May 18th, 2026:

Dale Ellsworth

Attorney for Respondent

dale@theellsworthlawfirm.com

X e-Filing (UCJA Rule 4-503)

 U.S. Regular Mail

 Facsimile Transmission

X E-Mail

/s/Megan Blakelock

Attorney for Petitioner