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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH – PROVO DEPARMENT

In the matter of the marriage of:

MATEIAH LOUISE VERGARA,

and

RANDY STEVE EUFRAGIO.

DECREE OF DIVORCE

Civil No.: 264400521
Commissioner: Marian Ito
Judge: Kraig Powell

BASED UPON the *Findings of Fact and Conclusions of Law* filed herewith, IT IS HEREBY
ORDERED, ADJUDGED, AND DECREED:

1. That the parties are hereby awarded a Decree of Divorce, said Decree is to become final upon its being signed by the Court and entered in the Office of the Fourth Judicial District Clerk.
2. Residency. Mother 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. Mother and Randy Eufragio (or “Father”) were married on October 1, 2024 in Provo, Utah and are presently married. The parties separated on or about June 22, 2025. The parties were previously married to each other and divorced in March 2024 pursuant to an order of the Court.

4. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.
5. Children. There has been one child born as issue of this marriage, namely: RV (born April 2025). The parties were previously married and have one child born as issue of their previous marriage: VV (born May 2022). It is appropriate for the Court to enter orders in the instant case regarding both children.
6. URCP Rule 100. Pursuant to URCP Rule 100, Mother is unaware of any pending proceedings related to children.

Custody, Parent-time, and Parenting Plan

7. Custody. The parties shall be awarded joint legal custody. Mother shall be awarded sole physical custody subject to Father's reasonable rights to parent-time as stated herein. Mother's residence shall be designated as primary for school, medical, and any other purpose related to the minor children.
8. Parent-time. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, Father's parent-time shall be pursuant to U.C.A. §81-9-302 and 81-9-304, with adjustments, as follows:
 - a. Parent time with VV. Father shall exercise parent-time with VV each week from Sunday at 4:00 pm until Tuesday at 5:30 pm. Father shall pick up the child at the start of his parent time from Mother's residence, unless otherwise agreed upon by the parties. Mother shall pick up the child at Father's home at the conclusion of his parent time.

b. Summer parent time with VV. At such time as VV has reached the age of 5, summer parent-time with VV shall be as follows:

i. Father may have two (2) one-week periods, separated by at least four weeks, at his option. These periods shall be uninterrupted parent-time.

ii. Mother shall also have two (2) one-week periods of uninterrupted parent-time.

iii. The uninterrupted parent-time can include weekends normally exercised by the other parent but not holidays.

iv. Notification of Extended Time. Both parents shall provide notification of extended parent-time with the child. In odd-numbered years, Father shall provide notice to Mother by May 1st and Mother shall provide notice to Father by May 15th. In even-numbered years, Mother shall provide notice to Father by May 1st and Father shall provide notice to Mother by May 15th. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for the other parent.

c. Holiday Parent Time with VV. The holidays shall be as the parties agree.

If the parties cannot agree, the holidays shall be according to Utah Code §81-9-

302 and the table below after VV reaches the age of 5. Until VV reaches the age of 5, Father shall be awarded holiday parent time from 8:00 am to 4:00 pm each day he is awarded holiday parent time in the table below.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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.
Father	Mother	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 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.
Mother	Father	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.
Father	Mother	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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.
Mother	Father	July 4th (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.
Father	Mother	July 24th (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Mother	Father	Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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.

Father	Mother	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.
Mother	Father	Halloween (1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the community; (a) At the time school is dismissed. (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Mother	Father	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.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day (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 27 th at 7 p.m.
Mother	Father	Second Half of Christmas Vacation (1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	The day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Mother	Father	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Father	Father	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.
Mother	Mother	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.

d. Parent time with RV. Father shall exercise parent-time with RV on the same days he exercises parent time with VV. Father shall pick up the child at the

start of his parent time from the Mother's residence, unless otherwise agreed upon by the parties. Mother shall pick up the child at Father's home at the conclusion of his parent time.

- i. Until the child is 12 months old, Father shall exercise 2 hours of parent time with RV on each of the days he exercises parent time with VV.
- ii. From the time RV is 12 months old until he is 15 months old, Father shall exercise 2 hours of parent time with RV on Sunday and 4 hours of parent time with RV on Monday and Tuesday.
- iii. From the time RV is 15 months old until he is 18 months old, Father shall exercise 2 hours of parent time with RV on Sunday and 6 hours of parent time with RV on Monday and Tuesday.
- iv. From the time RV is 18 months old until he is 3 years old, Father shall exercise 2 hours of parent time with RV on Sunday and 8 hours of parent time with RV on Monday and Tuesday.
- v. When RV is 3 years old, RV shall be on the same parent time schedule as VV. The parties shall work together to transition RV to overnights, beginning with one overnight per week until he is comfortable.
- e. Summer parent time with RV. At such time as RV has reached the age of 5, summer parent-time with RV shall be as follows:

- i. Father may have two (2) one-week periods, separated by at least four weeks, at his option. These periods shall be uninterrupted parent-time.
- ii. Mother shall also have two (2) one-week periods of uninterrupted parent-time.
- iii. The uninterrupted parent-time can include weekends normally exercised by the other parent but not holidays.
- iv. Notification of Extended Time. Both parents shall provide notification of extended parent-time with the child. In odd-numbered years, Father shall provide notice to Mother by May 1st and Mother shall provide notice to Father by May 15th. In even-numbered years, Mother shall provide notice to Father by May 1st and Father shall provide notice to Mother by May 15th. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the schedule for summer break for the other parent.
- f. Holiday Parent Time with RV. The holidays shall be as the parties agree. If the parties cannot agree, the holidays shall be according to Utah Code §81-9-302 and the table below after RV reaches the age of 5. Until RV reaches the age of 5, Father shall be awarded holiday parent time consistent with the hours described

in paragraph (d) above on each day he is awarded holiday parent time in the table below.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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.
Father	Mother	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 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.
Mother	Father	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.
Father	Mother	Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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.
Mother	Father	July 4th (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.
Father	Mother	July 24th (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Mother	Father	Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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.
Father	Mother	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.
Mother	Father	Halloween (1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the community; (a) At the time school is dismissed. (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.
Mother	Father	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.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day (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 27 th at 7 p.m.
Mother	Father	Second Half of Christmas Vacation (1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.
Father	Mother	The day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Mother	Father	Child's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Father	Father	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.
Mother	Mother	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.

9. Legal Custody. The parties shall be awarded joint legal custody.

- a. Access to Records. Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.
- b. Day-to-Day Decisions. 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.
- c. Emergency Care. In the event of medical emergency, either parent may take the children to receive medical attention and must inform the other parent within three (3) hours.
- d. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of the Decree, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. In the event the parties cannot agree on a time-sensitive decision, Mother shall have final decision-making authority. Either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.
- e. Religion. The children may be baptized a member of the Church of Jesus Christ of Latter-day Saints and receive ordinations at the normal and customary age. Neither party shall unreasonably withhold permission for the baptisms or ordinations.

10. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to UTAH CODE ANN. § 30-3-33 as the binding Parenting Plan. In addition, Mother proposes a parenting plan as follows:

a. Educational Plan. Mother shall be designated as the residential parent for determining the children's schools. The parties shall both have access to school records. Both parties shall be able to check out the children on their respective parent-time. Each parent shall be responsible for ensuring that the children complete any homework or school assignments on his or her parent-time. Each parent is responsible for getting the children to school on time.

b. Communication. The parties shall discuss all parenting concerns by text or e-mail and they shall not use their children to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange. The parties shall be civil with one another. All communication shall be limited to issues regarding the minor children or implementation of the Decree of Divorce. Neither party shall engage in threats, accusations, name calling, swearing, or uncivil communication.

i. The parties shall respond within twenty-four (24) hours for any communication related to visitation or the children's needs. If twenty-four (24) hours is not possible, the party shall make every effort to respond within forty-eight (48) hours.

c. 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.

i. Parents shall make reasonable efforts to allow the children to answer all calls made by a parent within normal and reasonable hours. Parents shall not interfere or inhibit the children's conversations. Parents shall provide the children with privacy when the children are on the phone with the other parent and shall not monitor communication, when the children are old enough to handle the phone by themselves.

ii. Neither parent shall text or call the children to excess during the other parent's parent-time. Communication shall be reasonable and not interfere with the other parent's time.

d. Travel. When the children travel with either parent overnight, all of the following shall be provided to the other parent seventy-two (72) hours prior to departure:

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

- iv. The name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. Contact Information. If a parent changes their address, phone number, email, or other contact information, they shall inform the other parent within twenty-four (24) hours of the change.
- f. Notification of Children's Events. Both parents shall have access to information and shall not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.
- g. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, 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.
- h. Accommodations. Each parent shall maintain safe and appropriate sleeping and living accommodations for the minor children. The children shall have their own, age-appropriate crib or bed and appropriate, clean and safe accommodations.

i. Significant Others. Neither party shall introduce the children to anyone they are dating until they have been in a significant relationship with that individual for at least 6 months. Neither party shall allow individuals they are dating to spend the night during their parent time until they have been in a significant relationship with that individual for at least 6 months. Prior to introducing the children to any significant other, the individual shall first be introduced to the other parent.

j. Mutual Restraining.

i. Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. 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 children.

ii. 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 the children's best interest.

- iii. Both parties shall be restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties shall also be 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 child for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.
- iv. Both parties shall be 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.
- v. 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 shall be mutually restrained from harassing, stalking or threatening the other party.
- vi. Both parties shall be restrained from using the likeness, image or credit of the other party for any purpose.
- vii. Both parties shall be restrained from placing negative posts about the other parent on social media. Both parties shall be 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.

viii. Both parties shall be restrained from putting the children in the middle of parenting issues and neither parent shall communicate through the children or ask the children to convey information between parents.

ix. Neither parent shall ask the children to keep secrets from the other parent.

x. Neither parent shall abuse alcohol, abuse prescribed medications, or use illegal drugs during their parent time.

11. Relocation. If either party moves more than 150 miles from the residence of the other parent, they shall be bound by the requirements of U.C.A. §81-9-209.

12. 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 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 extracurricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

13. 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. 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.
14. Divorce Education and Orientation Class. The parties shall each attend and complete the Divorce Education and Orientation Class as required by the State of Utah within 45 days of receiving the Petition for Divorce. The parties shall provide one another with a copy of the certificate of completion of the class.
15. Division of 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 for each parent so that the parents are not jointly obligated.
16. Transportation. The receiving parent shall provide the transportation from the other parent's residence, unless otherwise mutually agreed upon.

Finances and Asset Division

17. Child Support. Child support shall be paid pursuant to the Utah statutory guidelines on a sole physical custody worksheet and current incomes of the parties. Mother is employed and has a gross monthly income of \$3,211. Father is employed and has a gross monthly income of \$5,570. Based upon a sole custody child support

worksheet, Father's child support obligation shall be \$820 per month. Child support shall continue until a child reaches the age of 18 or graduates from high school with the regular matriculating class, whichever occurs last. Father shall commence paying child support on February 1, 2026. In accordance with Utah Code Ann. 81-6-213, 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 shall be automatically reduced as set forth in Utah Code Ann. 81-6-213. The child support shall be payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

18. Childcare. In accordance with Utah Code §81-6-209, the child support order shall require that each parent share equally the reasonable work-related childcare expenses of the parents. The parties shall work together to determine a mutually agreed-upon childcare provider for the minor children. Currently, the maternal grandmother is providing childcare at no cost.

a.If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b.In the absence of a court order, a parent who incurs a childcare expense shall provide written verification of the cost and identity of a childcare provider to the

other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

d. In addition to any other sanctions provided by the court, a parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

e. In the event the maternal grandmother is no longer able to provide childcare, the parties shall work together to determine a childcare provider. Childcare provided by a family member or significant other shall be assumed at no cost.

19. Medical/Dental Expenses and Insurance. The parties shall provide health care coverage for the medical expenses of their dependent children, as defined by U.C.A. 81-6-208. If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their dependent child. The party who can maintain 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.

a. 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.

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 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 children, the parent may receive credit against the base child support award or recover the other parent's share of the 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 dependent children, including but not limited to deductibles and copayments.

d. 1The parent who incurs medical and dental expenses shall 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.

e. 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.

f. 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 Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. If a parent marries 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.

g. With the exception of state assistance, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

20. Medical Arrears. Mother has paid (or set up payment plans for) expenses related to RV's birth, RV's care, and RV's hearing test. Father shall reimburse Mother for one-half of these expenses in the amount of \$3,731.43 within 6 months of the entry of the Decree.

21. Alimony. Both parties are capable of supporting themselves, so neither party shall be awarded alimony now or in the future. Both parties shall waive all claims to alimony.

22. Real Property. During the marriage the parties did not acquire real property. The parties were jointly liable on an apartment lease during the marriage and Mother's name

has been removed from the lease. Father shall be solely responsible for all costs and fees associated with lease.

23. 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.

24. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. All items that are currently in the possession of each party shall be awarded to them as of the date of the Petition. Each party shall assume any and all debt associated with the items awarded to them and hold the other party harmless therefrom.

a. Bed Set. Mother shall be awarded the bed set. The parties shall work together to coordinate a time when Mother can pick up the bed set within 30 days of the entry of the Decree. At Father's election, he may reimburse Mother for one-half the cost of the bed set within 30 days of the entry of the Decree and keep the bed set. One-half of the cost is \$1,547.85.

25. Retirement Accounts. During the course of the marriage, the parties acquired retirement accounts. Each party shall be awarded any and all retirement and investment accounts in their own name, free and clear of any claim of the other party.

26. Checking and Saving Accounts. During the course of the marriage, the parties acquired financial accounts. The parties have previously divided their bank accounts and no joint accounts exist. Each party shall be awarded the bank accounts in their name free

and clear of any claim by the other party. The parties shall sign any documents necessary to remove their name from accounts awarded to the other party within fourteen (14) days of the entry of the Decree, if applicable.

27. 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>
All debt in Father's individual name, not listed herein	Father
All debt in Mother's individual name, not listed herein	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. If other joint debts are 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 shall 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.

28. Dependency Exemption. The parties shall alternate the dependency exemption/tax credit for the minor child.

a. Where there are two qualifying children, the parties shall share the dependency exemptions. Mother shall be entitled to claim VV every year and Father shall claim RV every year.

b. Where there is only one qualifying 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.

c. Father must be current on this child support obligation by December 31st to claim the children.

29. Name. Mother shall have the option to restore her former name of Vergara, if she so chooses.

30. 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.

31. Jurisdiction. Mother acknowledges jurisdiction of this court and consents thereto and agrees, that the court may enter judgment.

Decree is signed when electronically stamped on the first page

