

Violet Dusk Provost
Name
1429 S 465 W
Address
Orem, Utah 84058
City, State, Zip
801-376-6218
Phone
thevioletdusk@outlook.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Violet Dusk Provost

(name of Petitioner)

and

Gabriela Provost-Mireles

(name of Respondent)

Other parties (if any)

Divorce Decree

264401068

Case Number

Tom E. Graf, Jr.

Judge

Hardy

Commissioner (domestic cases)

The court decrees:

Divorce

1. Violet Dusk Provost is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Violet Dusk Provost. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Violet Dusk Provost** and **Gabriela Provost-Mireles** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

- a.
Child Name: **Homero Soren Provost-Mireles**
Date of Birth: **Jun 26, 2010**

- b.
Child Name: **Adriel Ulric Provost-Mireles**
Date of Birth: **Dec 16, 2014**

- c.
Child Name: **William Magnus Provost-Mireles**
Date of Birth: **Aug 27, 2016**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

- 3. Utah has jurisdiction over the custody and parent-time issues in this case because:
- 4. During the last five years, the minor children have lived at the following places and with the following people:

- a.
Child Name: **Homero Soren Provost-Mireles**
Date of Birth: **Jun 26, 2010**

- i.
Move-out Date: **This is the child's current address**
Move-in Date: **Dec 1, 2025**
Address: **1071 S 880 W, Payson, Utah 84651 United States**

- (1).
Caretaker at this address: **Gabriela Provost-Mireles**
Caretaker current address: **1071 S 880 W, Payson, Utah 84651 United**

States

- ii.
Move-out Date: **Dec 1, 2025**
Move-in Date: **Jul 8, 2016**
Address: **658 S 350 E, Santaquin, Utah 84655 United States**
(1).
Caretaker at this address: **Violet Dusk Provost**

Caretaker current address: **1429 S 465 W, Orem, Utah 84058 United States**

(2).

Caretaker at this address: **Gabriela Provost-Mireles**

Caretaker current address: **1071 S 880 W, Payson, Utah 84651 United**

States

b.

Child Name: **Adriel Ulric Provost-Mireles**

Date of Birth: **Dec 16, 2014**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Dec 1, 2025**

Address: **1071 S 880 W, Payson, Utah 84651 United States**

(1).

Caretaker at this address: **Gabriela Provost-Mireles**

Caretaker current address: **1071 S 880 W, Payson, Utah 84651 United**

States

ii.

Move-out Date: **Dec 1, 2025**

Move-in Date: **Jul 8, 2016**

Address: **658 S 350 E, Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Violet Dusk Provost**

Caretaker current address: **1429 S 465 W, Orem, Utah 84058 United States**

(2).

Caretaker at this address: **Gabriela Provost-Mireles**

Caretaker current address: **1071 S 880 W, Payson, Utah 84651 United**

States

c.

Child Name: **William Magnus Provost-Mireles**

Date of Birth: **Aug 27, 2016**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Dec 1, 2025**

Address: **1071 S 880 W, Payson, Utah 84651 United States**

(1).

Caretaker at this address: **Gabriela Provost-Mireles**

Caretaker current address: **1071 S 880 W, Payson, Utah 84651 United States**

ii.

Move-out Date: **Dec 1, 2025**

Move-in Date: **Aug 27, 2016**

Address: **658 S 350 E, Santaquin, Utah 84655 United States**

(1).

Caretaker at this address: **Violet Dusk Provost**

Caretaker current address: **1429 S 465 W, Orem, Utah 84058 United States**

(2).

Caretaker at this address: **Gabriela Provost-Mireles**

Caretaker current address: **1071 S 880 W, Payson, Utah 84651 United States**

States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Violet Dusk Provost** and **Gabriela Provost-Mireles**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Violet Dusk Provost** and **Gabriela Provost-Mireles** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Violet Dusk Provost** and **Gabriela Provost-Mireles**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Gabriela Provost-Mireles** be awarded Sole Legal and Sole Physical custody **Violet Dusk Provost** should have parent-time at reasonable times and places.

Parent-time

8. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (Utah Code 81-9-302)

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.

Alternate Weekends - School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special

Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time; and

c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be Friday. (81-9-302)

On school days: Parent-time begins at 5:30 p.m. and ends at 8:30 p.m. (Utah Code 81-9-302)

On days when school is not in session: Parent-time begins at 5:30 p.m. and ends at 8:30 p.m. (Utah Code 81-9-302)

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's

schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Violet Dusk Provost	Gabriela Provost-Mireles
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(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 day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or	Even years	Odd years

Holiday	Period	Violet Dusk Provost	Gabriela Provost-Mireles
	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years
Summer Break	Violet Dusk Provost will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Violet Dusk Provost. Violet Dusk Provost will have an additional two weeks of extended Summer Parent-time at the option of Violet Dusk Provost, subject to weekday parent-time for Gabriela Provost-Mireles, but not weekends normally exercised by Gabriela Provost-Mireles. Violet Dusk Provost will notify Gabriela Provost-Mireles of the summer break extended parent-time by May 1 each year. Gabriela Provost-Mireles will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Gabriela Provost-Mireles. Gabriela Provost-Mireles will notify Violet Dusk Provost of the summer break extended parent-time by May 15 each year. If the notification by Violet Dusk Provost is not timely, Gabriela Provost-Mireles may determine the schedule for extended parent-time for Violet Dusk Provost, so long as Gabriela Provost-Mireles has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Gabriela Provost-Mireles's Birthday	Gabriela Provost-Mireles will have parent-time each year on Gabriela Provost-Mireles's birthday from 3:00 p.m. until the following morning when Gabriela Provost-Mireles delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Violet Dusk Provost's	Violet Dusk Provost will have parent-time each year on Violet	All years	

Holiday	Period	Violet Dusk Provost	Gabriela Provost-Mireles
Birthday	Dusk Provost's birthday from 3:00 p.m. until the following morning when Violet Dusk Provost delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

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

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

13. The school the children will attend is based on **Gabriela Provost-Mireles's** home residence.

14. Violet Dusk Provost and Gabriela Provost-Mireles has authority to check the children out of school. Violet Dusk Provost and Gabriela Provost-Mireles has access to the children during school. If the parents cannot agree, education decisions will be made by Gabriela Provost-Mireles.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.

- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

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

- By any method

Records and information sharing

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

Travel by the children

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

20. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **14** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following

holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
 - i. the entire winter school break period; and
 - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
 - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
 - ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
 - iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.
- e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

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

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

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

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Violet Dusk Provost) (Utah Code 81-6-203)

27. **Violet Dusk Provost's** gross monthly income for child support purposes is **\$6728**. **Violet Dusk Provost** base child support amount using the **sole** custody calculation is **\$1264**. **Violet Dusk Provost** receives the following gross monthly income:

Income: Respondent (Gabriela Provost-Mireles) (Utah Code 81-6-203)

28. **Gabriela Provost-Mireles's** gross monthly income for child support purposes is **\$3754**. **Gabriela Provost-Mireles's** base child support amount using the **sole** custody calculation is **\$711**. **Gabriela Provost-Mireles** receives the following gross monthly income:

29. The adjusted gross monthly income for **Gabriela Provost-Mireles** is **\$3754**.

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

30. It is in the best interest of the children that **Violet Dusk Provost** be ordered to pay child support to **Gabriela Provost-Mireles** as follows:

a. **\$1,264.00** per month base support. This amount complies with the Utah Child Support Act.

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

32. The **sole** custody worksheet was used to calculate child support.

Violet Dusk Provost's base child support amount is **\$1264** per month.

Gabriela Provost-Mireles's base child support amount is **\$711** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

33. If a child lives with the non-custodial parent by court order or written agreement of

the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

34. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

35. **Gabriela Provost-Mireles** will give **Violet Dusk Provost** the information needed to set up direct deposit through **Violet Dusk Provost's** employer. Once **Violet Dusk Provost** has the information, **Violet Dusk Provost** will have **Violet Dusk Provost's** employer set up direct deposit to an account of **Gabriela Provost-Mireles's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

36. The issue of past-due child support may be decided by future court or administrative action.

37. **Violet Dusk Provost** and **Gabriela Provost-Mireles** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Gabriela Provost-Mireles**, **Violet Dusk Provost** will reimburse **Gabriela Provost-Mireles** for half the fee.

38. The parties must notify each other within 30 days of any change in their income.

39. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

40. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

41. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

42. **Gabriela Provost-Mireles** may claim the parties' children as dependents/exemptions for tax purposes.

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

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

44. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Violet Dusk Provost's** insurance will be primary coverage.
- **Gabriela Provost-Mireles's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Violet Dusk Provost's** spouse's insurance will be primary coverage.
- **Gabriela Provost-Mireles's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written

verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

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

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

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

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

46. Neither party has received or is receiving public assistance from the State of Utah.

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

47. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

48. Vehicles will be divided as follows:

a.

Year: **2021**

Make: **Volkswagen**

Model: **Tiguan**

VIN: **3VV2B7AX0MM075034**

Owner (before divorce): **Taylor L Provost**

Current value: **\$17,510.00**

Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book**
Ownership After Divorce: **Gabriela Provost-Mireles**

I.

Lender: **Volkswagen Credit**
Address: **2200 Ferdinand Porsche Drive, Herndon, VA 20171**
Date Acquired: **N/A**
Amount Owed: **\$6,665.09**
Amounts Estimated: **no**
Monthly Payment: **\$525.03**

The debt will be paid as follows: **The full outstanding payoff balance of the loan for the 2021 Volkswagen Tiguan shall be paid from the undivided home-sale proceeds pursuant to the procedure and payment order stated in the Real Property section. Gabriela Provost-Mireles is awarded sole ownership of the vehicle. After the loan is paid and the lien release or title becomes available, the parties shall sign all documents reasonably necessary to title and register the vehicle solely in Gabriela Provost-Mireles's name within thirty (30) days. Gabriela Provost-Mireles shall obtain automobile insurance for the vehicle in her sole name. After the transfer is completed, Violet Dusk Provost shall have no further ownership, payment, registration, or insurance responsibility concerning the vehicle.**

b.

Year: **2023**
Make: **Subaru**
Model: **WRX**
VIN: **JF1VBAA6XP9811583**
Owner (before divorce): **Taylor L Provost**
Current value: **\$22,340.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book**
Ownership After Divorce: **Violet Dusk Provost**

I.

Lender: **JP Morgan Chase**
Address: **270 Park Avenue, New York, NY 10017**
Date Acquired: **N/A**
Amount Owed: **\$4,456.49**
Amounts Estimated: **no**
Monthly Payment: **\$289.04**

The debt will be paid as follows: **The full outstanding payoff balance of the**

loan for the 2023 Subaru WRX shall be paid from the undivided home-sale proceeds pursuant to the procedure and payment order stated in the Real Property section. Violet Dusk Provost is awarded sole ownership of the vehicle. After the loan is paid and the lien release or title becomes available, the parties shall sign all documents reasonably necessary to title and register the vehicle solely in Violet Dusk Provost's name within thirty (30) days. Violet Dusk Provost shall obtain automobile insurance for the vehicle in her sole name. After the transfer is completed, Gabriela Provost-Mireles shall have no further ownership, payment, registration, or insurance responsibility concerning the vehicle.

Debts

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

Medical Debt

a.

Account Number: **7689**

Institution Name: **Intermountain Healthcare**

Address: **36 S State St, Salt Lake City, UT 84111**

Amount owed on debt (in US Dollars): **\$936.73**

Minimum Monthly Payment (in US Dollars): **\$70.00**

Owner: **Violet Provost**

The debt will be paid as follows: **The full outstanding balance of the Intermountain Healthcare medical debt associated with account ending in 7689, for patient Adriel Provost-Mireles, shall be paid from the undivided home-sale proceeds pursuant to the procedure and payment order stated in the Real Property section. The parties shall obtain a current account statement and follow the creditor's payment instructions. Once the debt is paid in full, neither party shall have any further responsibility to the other concerning it.**

b.

Account Number: **3283**

Institution Name: **University of Utah Health**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$202.15**

Minimum Monthly Payment (in US Dollars): **\$53.00**

Owner: **Gabriela Provost-Mireles**

The debt will be paid as follows: **The full outstanding balance of the University**

of Utah Health medical debt associated with account ending in 3283, for patient **William Provost-Mireles**, shall be paid from the undivided home-sale proceeds pursuant to the procedure and payment order stated in the Real Property section. The parties shall obtain a current account statement and follow the creditor's payment instructions. Once the debt is paid in full, neither party shall have any further responsibility to the other concerning it.

Installment Loan Debt

a.

Account Number: **7131**

Institution Name: **Nelnet**

Address: **121 S. 13th St., Lincoln, NE 68508**

Amount owed on debt (in US Dollars): **\$56,052.03**

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

Owner: **Gabriela Provost-Mireles**

The debt will be paid as follows: **The Nelnet account ending in 7131 is a student-loan account maintained in the name of Gabriela Provost-Mireles. Exactly \$56,052.03 shall be paid to Nelnet from the undivided home-sale proceeds pursuant to the procedure and payment order stated in the Real Property section. The parties agree that payment from the undivided proceeds results in each party bearing fifty percent (50%) of that amount. No amount greater than \$56,052.03 shall be paid to Nelnet from the home-sale proceeds or the Sale Proceeds Subaccount unless agreed to in a writing signed by both parties or ordered by the court. Gabriela Provost-Mireles shall retain the Nelnet account and associated borrower relationship and may continue to maintain or use the account to the extent permitted by Nelnet. After the \$56,052.03 payment posts, Gabriela Provost-Mireles shall be solely responsible for every remaining or future balance, loan, disbursement, interest charge, fee, adjustment, or other obligation associated with the account. She shall indemnify and hold Violet Dusk Provost harmless from all such obligations. In consideration for Violet Dusk Provost bearing fifty percent (50%) of the \$56,052.03 payment, Gabriela Provost-Mireles waives any present or future interest in Violet Dusk Provost's UVU 401A retirement account. The UVU 401A account shall be awarded entirely to Violet Dusk Provost, subject to its remaining plan-loan balance.**

Other Debt

a.

Account Number: **none**

Institution Name: **Fidelity**

Address: **PO Box 770001 Cincinnati, OH 45277-0036**

Amount owed on debt (in US Dollars): **\$17,845.53**

Minimum Monthly Payment (in US Dollars): **\$356.28**

Owner: **Violet Dusk Provost**

The debt will be paid as follows: **During this action, Violet Dusk Provost obtained an \$18,100 loan against her UVU 401A retirement account pursuant to the parties' written agreement. Of the loan proceeds, \$8,104.64 was used for maintenance, repairs, improvements, and sale-preparation expenses for the marital residence, and \$5,047.20 was used for mortgage payments from April 9, 2026 through July 13, 2026. The total amount used for the marital residence was \$13,151.84. Before the remaining home-sale proceeds are divided, \$13,151.84 shall be paid first to Fidelity, or through Fidelity's designated payment method, and applied to the UVU 401A loan pursuant to the procedure stated in the Real Property section. The payment shall not be distributed to Violet Dusk Provost as a cash reimbursement and fully resolves the marital estate's responsibility for the house-related portion of the loan. Violet Dusk Provost shall be solely responsible for the entire remaining UVU 401A loan balance and shall indemnify and hold Gabriela Provost-Mireles harmless from it.**

Real property

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

a.

Description: **House**

Address: **658 S 350 E, Santaquin, Utah, Utah 84655 United States**

Tax ID: **660160005**

Legal Description: **Lot 5, Plat "D", SANTAQUIN MEADOWS SUBDIVISON, according to the Official Plat thereof on file and of record in the Office of the Utah County Recorder, State of Utah.**

Date property acquired: **Jul 8, 2016**

Names on title: **Taylor L Provost**

Original cost: **\$254,000**

Current value: **\$500,000.00**

Property values estimated: **no**

Disposal: **During this action, the parties agreed in writing to sell the marital residence located at 658 S 350 E, Santaquin, Utah 84655. Both parties signed the documents necessary to complete the sale, which closed on July 13, 2026. After payment of the mortgage, liens, commissions, taxes, closing costs, and other sale expenses, net proceeds of \$264,926.65 are being held by Real Advantage Title. The parties shall jointly authorize Real Advantage Title to make the payments listed below directly from the undivided escrowed proceeds, in the order stated, to the extent Real Advantage Title is willing and able to do so. If all required payments have been completed and Real**

Advantage Title is able to make separate distributions, Real Advantage Title shall distribute the remaining escrowed proceeds equally between the parties. Violet Dusk Provost shall receive fifty percent (50%), and Gabriela Provost-Mireles shall receive fifty percent (50%). If any required payment remains incomplete, or if Real Advantage Title cannot make separate distributions, all remaining escrowed proceeds shall be transferred to the parties' jointly owned Mountain America Credit Union savings subaccount ending in S0001, referred to as the "Sale Proceeds Subaccount." Any payment not completed by Real Advantage Title shall be completed from the Sale Proceeds Subaccount in the following order: a. First, \$13,151.84 shall be paid to Fidelity and applied to Violet Dusk Provost's UVU 401A loan. b. Second, the full outstanding payoff balance of the 2021 Volkswagen Tiguan loan shall be paid to Volkswagen Credit. c. Third, the full outstanding payoff balance of the 2023 Subaru WRX loan shall be paid to JPMorgan Chase. d. Fourth, the full outstanding balance of the Intermountain Healthcare medical debt associated with account ending in 7689 shall be paid to Intermountain Healthcare. e. Fifth, the full outstanding balance of the University of Utah Health medical debt associated with account ending in 3283 shall be paid to University of Utah Health. f. Sixth, exactly \$56,052.03 shall be paid to Nelnet toward the student-loan account ending in 7131. Current payoff or account statements shall control the amounts paid for the vehicle loans and medical debts. The Fidelity payment is limited to \$13,151.84, and the Nelnet payment is limited to \$56,052.03 unless the parties agree otherwise in writing or the court orders otherwise. Payments may be made by Real Advantage Title, cashier's check, electronic payment, or another method accepted by the creditor. If only part of a required payment is completed through escrow, the unpaid portion shall be paid from the Sale Proceeds Subaccount before final distribution. The listed payments shall be made from the undivided proceeds and shall not be deducted separately from either party's eventual fifty-percent share. After all required payments have cleared or otherwise been confirmed as completed, the remaining proceeds shall be divided equally between the parties. All funds held in S0001 before any transfer from Real Advantage Title are jointly owned marital funds and shall also be divided equally. The equal division shall include accrued interest, refunds, credits, and adjustments attributable to S0001, less ordinary account fees. Any refund, credit, overpayment, or returned payment attributable to a payment made from the undivided proceeds shall be divided equally. Any adjustment attributable solely to Gabriela Provost-Mireles's use of the Nelnet account after the \$56,052.03 payment shall belong solely to Gabriela Provost-Mireles. Neither party shall use funds in S0001 except to complete the payments and distributions required by these provisions, pursuant to a later written agreement signed by both parties, or pursuant to a court order. Each

party shall sign all reasonably necessary escrow, creditor, transfer, and distribution documents within five business days after receiving a written request and reasonable supporting documentation.

i.

Creditor: ,

Names on mortgage: **N/A**

Date mortgage acquired: **N/A**

Mortgage values estimated: **N/A**

This mortgage will be paid as follows after the divorce: **N/A**

Alimony

51. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

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

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

a.

Account Number: **none**

Plan Name: **UVU 401A**

Plan Administrator: **Fidelity**

Company Name: **Utah Valley University**

Address: **PO Box 770001**

Date Opened: **Aug 1, 2023**

Plan Value: **\$36995.6**

This plan is in the name of: **Violet Dusk Provost**

Divide as follows: **The entire account should be awarded to Violet Dusk Provost.**

Additional provisions

54. The parties will adhere to the following additional provisions:

a.

Additional Provision: **MOUNTAIN AMERICA CREDIT UNION ACCOUNT**

Mountain America Credit Union savings subaccount S0001 is jointly owned by

the parties. Its entire remaining balance shall be divided equally after all required payments have been completed. Subaccount S0050 and all funds held in it are awarded solely to Violet Dusk Provost. Credit account L0074 and all obligations associated with it are assigned solely to Violet Dusk Provost. Subaccount S0058 and all funds held in it are awarded solely to Gabriela Provost-Mireles. S0050, L0074, and S0058 shall not be included in the equal division of S0001. Before the Mountain America Credit Union account or membership is closed, Violet Dusk Provost shall transfer the funds in S0050 and pay, refinance, transfer, or otherwise resolve L0074. Gabriela Provost-Mireles shall transfer the funds in S0058. After S0001 has been reduced to zero and the other subaccounts have been transferred or resolved, the parties shall cooperate in closing the entire Mountain America Credit Union account or membership. AUTOMOBILE INSURANCE The parties currently maintain automobile insurance through the policy or account ending in 6985. Before that policy or account is closed, Gabriela Provost-Mireles shall obtain separate coverage for the 2021 Volkswagen Tiguan, and Violet Dusk Provost shall obtain separate coverage for the 2023 Subaru WRX. The replacement policies shall become effective before the existing policy terminates so that neither vehicle experiences a lapse in coverage. After both replacement policies are effective, the parties shall cooperate in removing themselves and their vehicles from policy or account 6985 and closing it. Each party shall remove her own payment methods and thereafter be solely responsible for the insurance expenses and liabilities associated with her vehicle. Any refund or adjustment attributable to a particular vehicle shall belong to the party receiving that vehicle. Any adjustment not attributed to a particular vehicle shall be divided equally. T-MOBILE ACCOUNT The T-Mobile wireless account ending in 1063 shall be awarded and transferred solely to Gabriela Provost-Mireles. Gabriela Provost-Mireles shall complete T-Mobile's change-of-responsibility or account-transfer process and shall assume sole responsibility for all lines, devices, installments, service charges, taxes, fees, and other obligations remaining on the account. Violet Dusk Provost shall provide any authorization reasonably required to complete the transfer and shall be removed as an owner, responsible party, authorized user, account manager, guarantor, and payment source. Any line or telephone number used by Violet Dusk Provost shall, at her direction, be transferred to an account in her sole name or canceled. She shall be responsible for any line or device transferred to her. If T-Mobile cannot transfer the existing account directly, Gabriela Provost-Mireles shall establish a replacement account in her sole name, transfer the lines and devices she retains, and close the original account. The transfer shall be completed within thirty (30) days after entry of the Divorce Decree unless T-Mobile requires additional processing time.

Gabriela Provost-Mireles shall indemnify and hold Violet Dusk Provost harmless from all obligations remaining on the account after the transfer.

Duty to sign documents

55. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

56. **Gabriela Provost-Mireles** changed **her** name when the parties married. **Gabriela Provost-Mireles's** name will be **Gabriela Mireles-Zavala** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

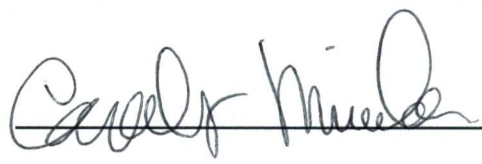
7/27/2026 Signature ▶ 
Date

Judge 

Signature ▶ _____
Date _____

Commissioner _____

Approved as to Form.

Other Party Signature ▶ 

Other Party Name Gabriela Provost-Mireles

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

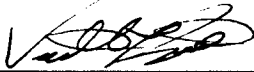
a.

Name: **Gabriela Provost-Mireles**
Method of service: **Hand Delivery**
Address: **1071 S 880 W Payson Utah 84651**

Date of Service: Jul 15, 2026

07/14/2026
Date

Signature ▶



Printed
Name

Violet Dusk Provost

FILED

JUL 15 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY