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

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IN THE MATTER OF THE MARRIAGE  
OF

NAAKAII HENRY TSOSIE,

Petitioner,

&

TYRA VANESSA TSOSIE,

Respondent.

**DECREE OF DIVORCE AND  
JUDGMENT**

Case No. 264300122

Judge Jared Eldridge

Commissioner Marla Snow

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THE COURT, having made its Findings of Fact and Conclusions of Law,  
now hereby ORDERS, ADJUDGES, AND DECREES:

**PROVISIONS REGARDING JURISDICTION**

1. Parties are bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.

2. Parties resided in the marital relationship in the State of Utah, and, therefore, the Court has jurisdiction over Respondent pursuant to Utah Code, Section 78B-3-205.

3. Petitioner and Respondent were married on August 31, 2019 in Provo, Utah. The bonds of matrimony between the Parties are hereby severed.

**PROVISION REGARDING VENUE**

4. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county.

**PROVISION REGARDING GROUNDS**

5. Divorce is granted on the grounds of irreconcilable differences.

**PROVISIONS REGARDING PARTIES' CHILDREN**

6. Parties are the parents of two children, both of which are minors, namely: N.X.T., born July 2021; and W.R.T., born June 2025; collectively referred to as Minor Children.

A. Neither Party is currently pregnant.

7. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, child support, criminal, protective orders, or delinquency involving the above-named Minor Children in juvenile court, or any other court.

**PROVISIONS REGARDING UNIFORM CHILD CUSTODY JURISDICTION  
AND ENFORCEMENT ACT**

8. Utah had initial jurisdiction and has continuing jurisdiction over Parties and issues regarding child custody, parent-time, and child support pursuant to Utah Code, Section 81-11-101 through 318.

**PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN**

9. Parties are awarded joint legal custody and joint physical custody of Parties' Minor Children, with Naakaii awarded 156 overnights per year.

10. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Children's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Parties may bring the issue(s) to mediation. If after a good faith mediation, Parties are unable to come to an agreement, Tyra shall be given the final say, subject to Naakaii's right to seek judicial review of the decision. Parties shall share equally mediation fees incurred pursuant to this paragraph.

11. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

12. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

A. Unless otherwise agreed in writing by the Parties, Naakaii shall exercise parent time from Sunday evening beginning at 6pm through Wednesday evening at 6pm. The receiving parent shall be responsible for parent time pickups, which shall be curbside.

B. Holiday: Each holiday granted to the noncustodial parent according to the following schedule:

| <b>Holiday</b>                 | <b>Holiday Time Period</b>                                                                                                                                                                                                                                                                              | <b>Noncustodial Parent's Years</b> | <b>Custodial Parent's Years</b> |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with Minor Child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday<br>(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day. | Odd                                | Even                            |

|                 |                                                                                                                                                                                                                                                                                                        |      |      |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
| President's Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with Minor Child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday<br>(2) Holiday ends at 7 p.m. on the day before school resumes. | Even | Odd  |
| Spring Break    | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                        | Odd  | Even |
| Memorial Day    | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with Minor Child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted                                                                             | Even | Odd  |

|                                                      |                                                                                                                                                                                                                                                                 |                     |                     |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
|                                                      | the holiday<br>(2) Holiday ends at 7 p.m. on Memorial Day.                                                                                                                                                                                                      |                     |                     |
| Mother's Day                                         | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.                                                                                                                                                                      | All years if Mother | All years if Mother |
| Father's Day                                         | (1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.                                                                                                                                                                      | All years if Father | All years if Father |
| Juneteenth<br>National Freedom Day (or "Juneteenth") | (1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not Father's Day, or<br>(b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth. | Even                | Odd                 |
| Independence Day                                     | (1) Holiday begins on July 3rd at 6 p.m.<br>(2) Holiday ends on July 5th at 6 p.m.                                                                                                                                                                              | Odd                 | Even                |
| Pioneer Day                                          | (1) Holiday                                                                                                                                                                                                                                                     | Even                | Odd                 |

|              |                                                                                                                                                                                                                                                                                     |      |      |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|              | begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                            |      |      |
| Labor Day    | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with Minor Child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Labor Day. | Odd  | Even |
| Columbus Day | (1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.                                                                                                                                                                         | Even | Odd  |
| Fall Break   | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                         | Odd  | Even |
| Halloween    | (1) Holiday begins on                                                                                                                                                                                                                                                               | Even | Odd  |

|                           |                                                                                                                                                                                                                                                                      |      |      |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|                           | <p>October 31st or the day that Halloween is traditionally celebrated in the local community:<br/> (a) at the time that school is dismissed; or<br/> (b) at 4 p.m. if there is no school.<br/> (2) Holiday ends at 9 p.m. on the same day as the holiday begins.</p> |      |      |
| Veterans Day              | <p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.<br/> (2) Holiday ends at 7 p.m. on Veterans Day.</p>                                                                                                                                                 | Odd  | Even |
| Thanksgiving              | <p>(1) Holiday begins on Wednesday at:<br/> (a) 6 p.m.; or<br/> (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br/> (2) Holiday ends at 7 p.m. on the night before school resumes.</p>               | Even | Odd  |
| Winter Break (First Half) | <p>(1) Holiday begins at:</p>                                                                                                                                                                                                                                        | Odd  | Even |

|                                                  |                                                                                                                                                                                                                                                                    |      |      |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|
|                                                  | (a) 6 p.m. on the day that school dismisses for winter break; or<br>(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.<br>(2) Holiday ends on December 27th at 7 p.m. |      |      |
| Winter Break<br>(Second Half)                    | (1) Holiday begins on December 27th at 7 p.m.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                      | Even | Odd  |
| Minor Child's<br>Birthday                        | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                         | Even | Odd  |
| Day Before or<br>After Minor<br>Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                         | Odd  | Even |

C. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

D. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Child's attendance at school for that school day.

E. Extended: For extended parent-time with Minor Child, and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with Minor Child, which may be consecutive, when school is not in session for summer break. For the four weeks:

- i. two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and
- ii. two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday parent-time.
- iii. The custodial parent is entitled to uninterrupted parent-time with Minor Child for two weeks, which may be consecutive, when school is not in session for summer break.
- iv. Notification: Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.

1. In odd numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1, and the custodial parent shall provide notice to the noncustodial parent by May 15.
  2. In even numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.
  3. If a parent fails to provide a notification within the time periods described herein, 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 herein, the first parent to provide notice may determine the schedule for summer break for the other parent.
- v. If the custodial parent intends to interrupt a noncustodial parent's interrupted extended parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within ten days on which the custodial parent receives

notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

vi. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

1. The holiday schedule for Mother's Day or Father's Day;
2. The holiday schedule for Minor Child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Child away from that parent's residence during the uninterrupted extended parent-time;
3. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Child's birthday.
4. Extended parent-time; and
5. The schedule for weekday or weekend parent-time.

vii. Elections: An election shall be made by the noncustodial parent at the time of the entry of the order, except that the election may be changed by mutual

agreement, court order, or by the noncustodial parent in the event of a change in Minor Child's schedule. An election by either parent concerning parent-time shall be made a part of the order.

viii. Tyra's residence shall be considered Minor Children's home residence for purposes of identifying the appropriate school.

ix. Unless Parties mutually agree in writing or the Court orders otherwise, Minor Children shall remain enrolled in their current school, and shall attend the corresponding feeder schools.

x. Parties shall not introduce Minor Children to any romantic interest until they have been in a committed relationship for more than three consecutive months.

xi. Parties shall not allow guests with whom they are romantically involved to spend the night while he or she is exercising parent-time.

xii. If either Party wishes to travel outside of the United States with Minor Children, Parties shall cooperate to obtain passports for Minor Children. Tyra shall be the custodian of the passports. Parties shall either agree in writing or obtain Court order allowing travel outside of the

United States. Minor Children's passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

13. Each Party shall be awarded reasonable telephone or other electronic communication with Minor Children when Minor Children are at the other Party's home at reasonable times and for reasonable durations.

14. Whenever Minor Children travel with either parent, the traveling parent shall provide the following to the other parent:

- A. An itinerary of travel dates;
- B. Destinations;
- C. Places where Minor Children or traveling parent can be reached, and
- D. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

15. If one Party moves more than 150 miles, then Naakaii shall be awarded reasonable parent-time as Parties agree. If Parties do not agree to a parent-time schedule, Utah Code, Section 81-9-209 shall be considered the minimum parent-time to which Naakaii shall be entitled. Transportation costs shall be shared according to Utah Code, Section 81-9-209, with Naakaii being considered the relocating parent.

**PROVISIONS REGARDING RIGHT OF FIRST REFUSAL**

16. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor Children over any other third party (i.e., surrogate care) if the parent responsible for Minor Children is not available for an overnight or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent Minor Children from having sleepovers with friends and family.

#### **PROVISIONS REGARDING SUPPORT PAYMENTS**

17. Naakaii is employed and earns \$2775 gross per month.

18. Tyra is employed earns \$3033 gross per month..

19. According to Uniform Child Support Guidelines, joint child support worksheet (Exhibit 1), beginning June 1, 2026, Naakaii shall pay \$263 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

A. Pursuant to Utah Code, Sections 26B-9-302 through 412, Naakaii shall make their child support payments directly to Tyra.

### **PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES**

20. Each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Children are involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to other Party verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and shall be reimbursed by other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

### **PROVISIONS REGARDING HEALTH AND OTHER INSURANCES**

21. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium 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 of Parties in this case. If at any time Minor Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by Parties.

C. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

D. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

E. 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 subparagraphs C and D above.

F. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Tyra shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Naakaii shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

H. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

#### **PROVISIONS REGARDING CHILD-CARE EXPENSES**

22. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career- or educational- or occupational-training related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

B. The parent who incurs child-care expenses shall provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care 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 these provisions.

C. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

D. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

**PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS**

23. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Children about litigation between Parties.

C. Parties shall not involve or speak with Minor Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

**PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS, DEDUCTIONS, AND CREDITS**

24. Parties shall alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns. Tyra shall be entitled to claim Minor Children for odd tax years and Naakaii shall be entitled to claim Minor Children for even tax years. Party paying child support must be current on all child-support payments by December 31st to claim Minor Children on that year's taxes.

**PROVISIONS REGARDING TAXES**

25. Parties shall file married, filing jointly for federal and state taxes for 2025. Any tax refund or liability shall be divided evenly between Parties.

**PROVISIONS REGARDING DEBTS AND OBLIGATIONS**

26. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided, as follows:

| DESCRIPTION |         | AMOUNT   | RESPONSIBLE PARTY:        |
|-------------|---------|----------|---------------------------|
| Tyra        | Student | \$25,000 | Naakaii 50 %<br>Tyra 50 % |
| Naakaii     | Student | \$20,000 | Naakaii 100%              |
| Loans       |         |          |                           |

27. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

28. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

29. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

30. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

31. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

#### **PROVISIONS REGARDING PERSONAL PROPERTY**

32. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties shall be awarded vehicles as follows: (1) Naakaii shall be awarded the 2016 Jeep Grand Cherokee and (2) Tyra shall be awarded the 2017 Jeep Grand Cherokee. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as

practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within thirty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within thirty days, then the vehicle shall be immediately placed for sale.

B. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

C. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

D. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

E. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

### **PROVISIONS REGARDING REAL PROPERTY**

33. During the course of the marriage, Parties did not acquire any real property.

**PROVISIONS REGARDING ALIMONY**

34. Neither Party shall be awarded alimony, now or in the future.

**PROVISIONS REGARDING PENSION AND RELATED ASSETS**

35. Naakaii has acquired interest in defined contribution plans or defined benefit plans, including, Fidelity 401(k). This asset shall be divided equally between the Parties.

A. Naakaii shall be 100% responsible for the cost of administering the Qualified Domestic Relations Order(s) (QDRO(s)).

**PROVISIONS REGARDING MISCELLANEA**

36. Each Party shall be responsible for their own costs and attorney's fees.

37. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

38. Tyra shall be restored to the use of her former name if she so chooses.

39. Each Party shall execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

**It is so ordered.**

\*\*\*END OF ORDER. SEE COURT SIGNATURE AT TOP OF FIRST PAGE\*\*\*

**Aproved as to Form:**

/s/*Naakaii Tsosie*

Naakaii Henry Tsosie (Digitally signed with permission)  
Petitioner