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

In the Matter of the Marriage of:

ELVA LETICIA HERNANDEZ HARO,

Petitioner,

and

ADRIAN ALBERTO MULLER SALVETTI,

Respondent.

DECREE OF DIVORCE

Case No. 254401871

Judge Griffin
Comm. Ito

Petitioner, Elva Leticia Hernandez Haro (“Elva”), and Respondent, Adrian Alberto Muller Salvetti (“Adrian”), entered into a Stipulation for Entry of Final Decree of Divorce, thereby reaching a full resolution of all issues raised in this matter.

The parties agreed that the Court should enter its final Findings of Fact and Conclusions of Law and Decree of Divorce. The Court being fully advised in the premises, and having previously entered its Findings of Fact and Conclusions of Law, now therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Provisions Relating to Decree of Divorce.

1. The parties are granted a Decree of Divorce, effective upon entry, thereby severing the bonds of matrimony previously existing between them on the grounds of irreconcilable differences.

Provisions Relating to Children of the Marriage.

2. There are two (2) children born to the parties, namely A.A.M.H., born January 2008, and A.E.M.H., born February 2010.

Provisions Relating to Legal Custody.

3. The parties shall share joint legal custody of their children, with both parties having equal rights and responsibilities in making major decisions regarding the children's health, education, welfare, and general upbringing, in accordance with the Parenting Plan set forth below.

Provisions Relating to Physical Custody.

4. The parties shall share joint physical custody of the children pursuant to Utah Code Ann. § 81-9-305, following an equal parent-time schedule. Given the children's ages, the parties shall be flexible with respect to parent-time based on the children's preferences.

Provisions Relating to Holiday Parent-Time.

5. The parties shall follow the holiday parent-time schedule outlined in Utah Code Ann. § 81-9-302, with Adrian designated as the custodial parent and Elva designated as the non-custodial parent, solely for the purpose of determining holiday parent-time.

Provisions Relating to Summer Parent-Time.

6. The parties shall follow the summer parent-time provisions set forth in Utah Code Ann. § 81-9-302. However, if the children are enrolled in a year-round school, any off-track or summer parent-time shall be divided equally between the parties.

Provisions Relating to Parenting Plan.

7. The parties shall conduct themselves in accordance with the provisions of the following Parenting Plan:

a. **Special Occasions.** Special consideration shall be given by each party 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 either parent, which may inadvertently conflict with the parent-time schedule. A party wishing to request an accommodation for such an event shall provide notice to the other parent within 48 hours of becoming aware of the event.

b. **Reasonable Contact.** Regardless of which party the children are with at any given time, each party shall make reasonable efforts to have the children contact the other parent as frequently as is reasonably requested or as desired by the children.

c. **Changes to Parent-Time.** Both parties shall, in writing (including e-mail or text message), agree upon any changes to previously scheduled parent-time. The parties shall make reasonable alterations to the parent-time schedule to accommodate the schedule of both parents.

d. **Right of First Refusal.** Parental care is presumed to be better care for

the children than surrogate care. Therefore, each party shall have the first right of refusal for child care, meaning each parent has the right to be with the children during times when the other parent cannot provide care or is absent during parent-time for longer than four (4) hours. A party exercising the first right of refusal shall be responsible for all transportation.

e. **Transportation.** Except for instances involving the right of first refusal, parent-time transportation shall be arranged by mutual agreement between the parties. If the parties are unable to agree, the receiving party shall be responsible for transportation. All parent-time exchanges shall occur curbside, and the parties shall refrain from using exchanges as opportunities to air grievances or discuss disputes.

f. **Sharing Information.** The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as it is practical.

g. **Access to Records.** The parties agree shall have equal access to the children's school, medical, church, and other important records. Both parents shall be listed as the parents and emergency contacts on all such records.

h. **Out-of-State Travel/Vacation.** If either party wishes to take the children out of the State of Utah, they shall provide the other party with written notice at least thirty (30) days in advance, if possible. The traveling parent shall also provide a detailed travel itinerary and make reasonable arrangements to ensure the children can maintain contact with the other parent

during the trip. The parties shall cooperate in obtaining passports and signing any necessary travel documentation for the children when necessary.

i. **Communication.** Except for matters concerning the children's welfare or other necessary co-parenting issues, the parties shall limit their contact with one another. Any communication shall be focused solely on the children's well-being and conducted respectfully via text message or email, unless an emergency requires otherwise.

j. **Mutual Restraining Orders.** The parties are bound by the following mutual restraining orders as part of their Parenting Plan:

i. Each party shall refrain from making any derogatory or negative remarks about the other parent in the presence of the children or from engaging in any conduct that would undermine the children's relationship with the other parent.

ii. Neither party shall use the children as confidants or involve them in matters relating to the divorce or any post-divorce disputes.

iii. Neither party shall engage in conduct that would cause the children to feel guilty for expressing love or affection toward the other parent.

iv. The children shall not be asked, directly or indirectly, to take sides between the parents.

v. Neither parent shall harass, threaten, or intimidate the other parent, whether directly or indirectly, including through third parties. All communications shall remain respectful and appropriate.

vi. Neither party shall contact or interfere with the other party's

employment or place of business, nor shall either party encourage third parties to do so. This includes refraining from appearing at, calling, emailing, or otherwise communicating with the other party's employer or co-workers.

k. **Extended Family Relationships.** The parties shall encourage the children to maintain relationships with their grandparents and other extended family members, and each party shall assist as necessary to support those relationships. This may include allowing the children to attend special events with the other parent's family and to spend time with extended family members, even if doing it conflicts with the previously established parent-time schedule.

l. **Relocation.** If either party intends to relocate, the relocating parent shall provide the other party with at least sixty (60) days' written notice, together with the relocating parent's new contact information. If the relocation is more than 150 miles from the relocating parent's current residence, the parties shall submit proposed amended Parenting Plans addressing the relocation and follow the procedure set forth in Utah Code Ann. § 81-9-209.

m. **Decision Making Process.** The parent with whom the children are residing at any given time shall make day-to-day decisions regarding their care, including emergency decisions affecting their health or safety. Significant decisions related to legal matters, health, education, and religious upbringing shall be discussed in advance with the aim of reaching an agreement. If the parties are unable to reach an agreement, Adrian shall have final decision-making authority, subject to Elva's election of mediation or judicial review of Adrian's final decision. The parties shall first attempt mediation before seeking relief from the Court.

n. **Resolving Disputes.** When disputes occur, the parties shall attempt to resolve

them before resorting to any other process and shall meet with experts in the areas of disagreement, as necessary. If they are unable to agree, the parties shall submit the dispute to mediation and share the costs of mediation equally.

o. **Violation of Parenting Plan.** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or Decree of Divorce shall not be affected. If either parent violates any provision of the Parenting Plan, once approved by the Court, and court action becomes necessary to enforce its terms, the violating party shall pay the reasonable attorney fees and costs incurred in enforcing the Parenting Plan.

Provisions Relating to Child Support.

8. Adrian has a gross monthly income of \$3,830, and Elva has a gross monthly income of \$3,664 for purposes of calculating child support.

9. Utilizing a joint custody worksheet with Elva receiving 183 overnights per year with the children and Adrian receiving 182 overnights per year, Adrian's child support obligation would be \$29.00 per month.

10. Because the calculated child support amount is nominal, and because the parties' oldest child has reached the age of eighteen (18) and is expected to graduate with the child's age-appropriate class in the near future, no child support is awarded.

11. There are no outstanding obligations for child support, child care, or out-of-pocket medical costs owed by either party through the date of execution of the Stipulation, and both parties are current on all such obligations as of that date.

Provisions Relating to Health Insurance and Medical Expenses.

12. Each party shall assume and pay one-half (½) of all health and dental insurance premiums and all medical, dental, optical, orthodontic, and counseling expenses incurred for the children, including co-payments, deductibles, and prescriptions, that are not covered by a medical or dental insurance carrier.

13. The parties shall share equally all uninsured or partially covered medical, dental, orthodontic, and mental health expenses for the children. This includes one-half (½) of co-pays, prescriptions, surgery, orthodontic care, psychological or psychiatric services, hospitalization, therapy, physical therapy, ophthalmology, optometry, and treatment for continuing illnesses or conditions such as diabetes or asthma, in accordance with Utah Code Ann. § 81-6-208.

14. The party incurring a healthcare expense on behalf of the children shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

15. A parent incurring medical expenses may be denied the right to receive a credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide the above verification within the thirty (30)-day time period.

16. Pursuant to Utah Code Ann. § 15-4-6.7, when a court order provides for the payment of medical or dental expenses for a minor child, a creditor who has been provided with a copy of the order may not make a claim for unpaid expenses against a parent who has paid in full that parent's required share. The parties shall each provide a copy of the Decree to any

medical or dental creditor, notify the creditor of their respective current addresses, and inform the creditor that it may not pursue collection or make any negative credit report against a parent who has paid that parent's one-half share of the child's medical or dental expenses.

17. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

18. The parent who maintains health insurance shall provide verification of the coverage to the other parent upon initial enrollment of the child, and thereafter on or before January 2nd of each calendar year. The parent who maintains insurance shall provide written notice to the other parent of any change in the insurance carrier, premium, or benefits within thirty (30) days of any change.

Provisions Relating to Extracurricular Activities and School Expenses.

19. The parties shall each pay one-half ($\frac{1}{2}$) of any and all school expenses (registration fees, testing fees, field trips, school supplies, class fees, school activity or sports fees, school clothes, etc.) and the costs of reasonable extracurricular activities.

20. Both parties shall agree in writing to the extracurricular activities for such activities to be subject to reimbursement. The party incurring a school or extracurricular activity expense on behalf of the parties' children shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

Provisions Relating to Child Care Expenses.

21. Parental care is generally preferable to other forms of child care when reasonably available, and the parties shall prioritize personally caring for the children whenever possible. Additionally, because the children are teenagers, the need for outside child care shall be minimal or unnecessary.

Provisions Relating to Tax Exemptions.

22. As long as both children qualify as dependents for income tax purposes, Adrian is entitled to claim A.E.M.H. each year, and Elva is entitled to claim A.A.M.H. each year. Once only one child remains eligible to be claimed as a dependent, Adrian is entitled to claim A.E.M.H. in even-numbered years, and Elva is entitled to claim A.E.M.H. in odd-numbered years, alternating annually thereafter until the child is no longer eligible to be claimed.

Provisions Relating to Real Property.

23. During the course of the marriage, the parties acquired an interest in real property located at 1218 N. Cattail Drive, Spanish Fork, Utah, which served as the marital residence.

24. The home shall be promptly listed for sale, with Martin Sommerkamp-Mendizabal as the listing agent. Upon the sale of the home, the net equity shall be equally divided between the parties. Any costs, deficiencies, or financial obligations required to facilitate the sale shall be shared equally by the parties.

25. Both parties shall continue to reside in the marital residence until the home is sold.

Provisions Relating to Personal Property.

26. The personal property that they acquired by the parties during the course of

the marriage shall be divided equitably between them. The parties shall prepare and exchange written lists of personal property and work in good faith to reach an agreement regarding its division. Any items not agreed upon shall be addressed through mediation.

27. Any property, property rights, or assets acquired by either party prior to the marriage or by way of inheritance, trust distributions, gifts, or similar sources shall be awarded to the party from whose family or source the property originated.

Provisions Relating to Vehicles.

28. During the course of the marriage, the parties acquired various motor vehicles. The vehicles are awarded as follows:

a. Adrian is awarded the 2014 Nissan Versa and 2017 Nissan Sentra, subject to his assumption of any debt associated therewith, holding Elva harmless therefrom.

b. Elva is awarded the 2018 Grand Caravan, subject to her assumption of any debt associated therewith, holding Adrian harmless therefrom.

29. The parties shall execute and deliver any and all documents necessary to transfer title and registration of the vehicles awarded herein within ninety (90) days of the entry of the Decree of Divorce.

Provisions Relating to Financial Assets.

30. During the course of the marriage, the parties acquired financial assets, including joint and separate checking and savings accounts. All such accounts, whether held jointly or separately, shall be divided equally between the parties.

Provisions Relating to Debts and Obligations.

31. The parties shall each be responsible for any debts and obligations incurred after the date of separation, and shall hold the other harmless therefrom.

32. The parties shall equally assume and pay any outstanding marital debts and obligations incurred during the marriage.

33. The parties shall notify their respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into their sole name within sixty (60) days.

Provisions Relating to Alimony.

34. The parties are each fully capable of supporting themselves, and as such, neither party is awarded alimony.

Provisions Relating to Retirement Accounts.

35. Elva's withdrawal of her Young Living 401(k) prior to entry of the Decree, a portion of which was applied toward satisfaction of the remaining balance owed on the 2018 Dodge Grand Caravan awarded to her herein, shall be accounted for in the division of the parties' retirement assets.

36. Adrian is awarded seventy-six percent (76%) of Elva's Nestlé 401(k), together with any gains or losses attributable thereto from the valuation date of entry of this Decree through the date of distribution, and Elva shall retain the remaining twenty-four percent (24%) of the account. Distribution shall be effectuated by Qualified Domestic Relations Order(s) or any other necessary order, and each party shall cooperate fully in the preparation and implementation of

such order(s). This allocation is based on the parties' understanding that Elva has made no withdrawals or distributions from the Nestlé 401(k) on or after January 1, 2026.

Provisions Relating to Attorney's Fees and Costs.

37. Each party is responsible for his or her own attorney fees and costs incurred herein.

Provisions Relating to Execution of Documents.

38. Both parties shall promptly sign and fully execute any and all documents necessary to carry out and implement the provisions set forth herein.

**SIGNED AND ENTERED BY THE COURT ON THE DATE AND TIME
STAMPED AT THE TOP OF THE FIRST PAGE OF THIS DOCUMENT**

Approved as to form:

/s/Elva Leticia Hernandez Haro
ELVA LETICIA HERNANDEZ HARO
Petitioner
[electronically signed with email permission]

CERTIFICATE OF SERVICE AND RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, I hereby certify that I served the foregoing upon Petitioner herein, this 22nd day of July, 2026, by causing a true and correct copy thereof to be emailed to Petitioner as follows:

Elva Leticia Hernandez Haro
katyhernandezh@hotmail.com

/s/Vanessa Catlett

Notice of objections to this order must be submitted to the Court and counsel within seven (7) days after service. Should no objections to this order be submitted to the Court and counsel within seven (7) after service, this order shall be submitted to the Court for signature and entry.