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**IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY – STATE OF UTAH**

In the matter of the marriage of:
ERIC HALES
Petitioner
and
LUCIANA HALES
Respondent.

Decree of Divorce

Case No. 244400752

Judge: Christine Johnson
Commissioner: Marian Ito

This matter comes before the court for disposition on Petitioner Eric Hales (hereinafter “Father” or “Eric”) Amended Divorce Complaint and Respondent Luciana Hales (hereinafter “Mother” or “Luciana”) Counterpetition for Divorce. The Court having received evidence via trial on June 8 and 9, 2026, and entering its Findings of Fact [DKT 839] and having been fully informed on the premises, ORDERS, ADJUDGES, and DECREES as follows:

GROUND

1. The parties are divorced based on irreconcilable differences.

CHILDREN

2. There are two minor children born as issue of the marriage, BH, a female born July 2019 and BH, a male born July 2020.

CHILD CUSTODY

3. Eric is awarded sole legal and physical custody of the minor children.

PARENTING PLAN

4. Parent-Time. Until modified, all of Mother's interactions with the children shall be supervised in accordance with the supervision requirements outlined herein.

5. Mother shall receive the following parent-time:

a. 1 weekend a month. Luciana shall receive 6 hours of supervised parent-time, broken into two visits over one weekend, a month for parent-time in the state where the children reside. Luciana shall receive the last weekend of each month, being defined as beginning the last Friday of the month that does not create overlap with Eric's awarded holiday parent-time.

b. Holidays. Luciana shall receive 6 hours of supervised parent-time broken into at least two visits over two days during the holiday periods awarded to the noncustodial parent under Utah Code § 81-9-209 and working around Eric's employment schedule and availability to facilitate the parent-time.

i. In years ending in an odd number, Mother shall be entitled to a visit with the children during:

1. Fall break if the minor child's school dismisses for a fall break, as early as the day that school dismisses for fall break and no later than the day before school resumes or if the child's school does not dismiss for fall break, she may receive a visit over Labor Day weekend as early as the day that school dismisses for Labor Day and no later than the day before school resumes.

2. Winter break occurring as early as the day school dismisses

for winter break and no later than the day before school resumes.

ii. In years ending in an even number, Mother shall be entitled to a visit with the children during:

1. Spring break if the minor child's school dismisses for a spring break, as early as the day that school dismisses for spring break and no later than the day before school resumes or if the child's school does not dismiss for spring break, she may receive a visit over President's Day weekend as early as the day that school dismisses for President's Day and no later than the day before school resumes.

2. Thanksgiving occurring as early the day school dismisses for Thanksgiving and no later than the day before school resumes.

c. Summer Parent-time. Until supervision requirements are lifted, Luciana does not receive extended summer parent-time.

d. Additional Time if Eric Travels to Utah. Should Eric travel to Utah with the children, he will permit Luciana a supervised parent-time visit of at least 2 hours if he is present in the state for less than 7 consecutive days or two 3-hour visits if he is present in the state for 7 consecutive days or more. Eric shall provide notice to Luciana of his intent to travel to Utah with the children once his plans to do the same have been confirmed (e.g. he has purchased flight tickets).

e. Notice of Intent to Exercise Parent-Time. Luciana shall provide 30 days' notice of her intent to exercise parent-time any given month. If Luciana does not

provide notice, she forfeits the same and Eric may make plans with the children during her otherwise awarded parent-time.

6. Transportation Costs. Luciana shall be fully responsible for the cost of travel associated with her parent-time. Eric will only be responsible for the cost of the children's travel to Utah when he visits Utah and provides Luciana with the opportunity for a supervised visit with the children.

7. Virtual Parent-Time. Luciana may have three supervised virtual visits with each child per week. These may occur by telephone or video conferencing application. Each visit shall be no longer than 15 minutes per child.

8. During these calls, Luciana should be engaged in communicating with the children about their activities and lives. She should not use these communications as opportunities to discuss with the children if/when court orders will change custody, parenting disputes, say phrases like: "no matter what anyone tells you, I love you;" "hang in there, we're going to be together," "we're going to be together soon" in reference to anything other than an upcoming visit; etc. These types of statements are harmful to the children's sense of stability and create unrest. Should Luciana engage in such behaviors, her call shall immediately end and be forfeited until the next call. Should Luicana engage in such behaviors at the end of her call, she shall forfeit her next scheduled call with the children. Should Luciana continue to engage in such behavior, she shall receive a maximum of one call per week with the children. The person supervising the calls shall make a determination as to whether or not restrictions on Luciana's virtual contact shall be implemented. Mother may file a motion with the court pursuant to the Vexatious Litigant Order to seek review of her virtual parent-time it becomes restricted and she can show strict

compliance with these orders.

9. Supervisors. The parties shall jointly identify mutually acceptable individuals to supervise Mother's parent time. Neither parent will unreasonably withhold approval of qualified supervisors proposed by the other parent. Any supervisor shall be trained in what is required of them and shall agree to abide by proper supervision practices. A professional supervision agency may be used if a third-party supervisor has not been agreed upon, or an agreed upon supervisor is not available. Father may serve as the supervisor for virtual visits if both parties agree.

10. Guidelines for Supervised Visitation. The supervisor must be present at all times during visitation and supervision begins the moment the child(ren) arrives. The supervisor has the authority to end the visit.

11. All contact between child(ren) and the supervised parent shall take place within the supervisor's hearing and sight.

12. Both parents will adhere to the supervisor's guidance at exchange and during scheduled visitation. Non-compliance with guidelines or challenging the authority of the supervisor must be reported to the other parent.

13. The supervisor should be aware of and prohibit the following during parent-time/visitation:

- a. Inappropriate demands for physical contact, foul language, shouting, threats of violence or abuse, attempts to move child(ren) out of sight or hearing of supervisor.
- b. Passing correspondence or messages to the other parent (such as regarding legal matters) through child(ren) or the supervisor or using the visitation for the

service of court documents.

c. Sharing of detailed court information or court documents with the child(ren) and/or making of promises about future living arrangements, time sharing or parent-time modifications. Visit discussions should focus on the present to avoid pressure and/or disappointment.

d. Speaking negatively about the other parent, his or her family in front of the child(ren) and/or questions about the other parent's whereabouts or activities.

e. Confrontation between parents during exchange or visitation

f. Audio or video recording of the children for any purpose, not even by a third party.

g. Engaging in any activity that during visitation that requires the children to change clothing.

14. Cost of Supervision. Luciana shall be fully responsible for the cost of the supervision of her parent-time interactions with the children.

15. Restrictions on Conduct During Parent-Time. Mother shall not under any circumstances, audio or video record the children for any purpose nor shall she request or permit a third party to record the children for any purpose. She may take photographs during visits for ordinary purposes, but she may not take photographs for the purpose of documenting alleged abuse.

16. Mother is prohibited from engaging in any activity during visitation that requires the children to change clothing.

17. Should Mother have concerns about the wellbeing of the children during a visit, she shall express those concerns to the supervisor. If the supervisor determines that the concerns rise to the

level necessitating a welfare check on the children, the supervisor may initiate a welfare check request.

18. Luciana shall not initiate welfare checks on the children following supervised in-person or virtual visits.

19. School Functions and Extracurricular Activities. Mother shall only be entitled to participate in school functions and extracurricular activities the children attend so long as she complies with the supervision requirements outlined herein.

20. Future Disclosures by Children. If either of the children make a future disclosure about being inappropriately touched or abused, etc. the parent to whom the disclosure is made shall reach out to the other parent to discuss the disclosure and the action being taken to address that disclosure. If a parent is taking the children to an urgent care or other medical facility, that parent will communicate to the other parent the intention to seek care so that the other parent may be present for the examination/appointment. Further, the parties shall notify the child's therapist and/or guardian ad litem, if appointed, as soon as practicable of the situation and the children shall be made available to have a conversation with the therapist and/or guardian following the disclosure.

21. Modification of Custody or Parent-Time. With respect to the foregoing visitation provisions, the parties may agree to modify the allotted times, but neither parent may modify the supervision requirements.

22. If Mother addresses the specific issues identified in the Juvenile Court's Findings [DKT 282] and demonstrates through competent evidence that therapy has resolved the concerns listed therein, she may petition the district court for modification of these orders, including

discontinuation of supervision, upon a showing of a substantial change in material circumstances. Jurisdiction over any such modification request is deferred to the District Court in the associated domestic case.

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

24. Communication between Parties. Neither party shall attempt to have the children transfer verbal or written messages between the parties.

25. Neither party shall engage the other parent during virtual/telephone parent-time to discuss matters relating to the children or divorce.

26. All communication will be civil in nature. Neither party will disparage the other, name call, or use vulgarity in their communication with the other. Communications shall be strictly limited to parent-time and the children.

27. Unless otherwise agreed, the parties will communicate with each other via AppClose.

28. Respect and Cooperation. Both parents shall recognize that the best interests of the children require them to cooperate and treat each other with dignity and respect, especially in the presence of the children. Both parents shall encourage affection and promote respect toward the other parent.

29. Neither parent shall attempt to harm the relationship between a parent and the children. This includes making disparaging comments about the other parent or allowing the children in

the presence of anyone who does, including making statements on social media or remarks to extended family member or about extended family members in a manner that is likely to get back to the children.

30. Both parents shall share information on any condition, problem, significant fact, or circumstance, which may affect the other parent's relationship with the children or the well-being of the children.

31. The parties shall build a co-parenting relationship filled with trust and respect

32. The parties shall work together to improve their parenting skills and to share their ideas

33. The parties shall start over and recommit to this Parenting Plan when one or both neglect a provision in this plan.

34. The children's clothing, toys, and other personal effects shall not be limited to a specific home but are free to be used wherever the children are at the time.

35. Extended Overnight Trips. The parties shall notify the other whenever a child is on any overnight trip away from home for more than one night. The parties shall disclose the following information.

- a. An itinerary of travel dates;
- b. Destinations (city, state); and
- c. Places where the children or traveling parent can be reached

36. Information Sharing. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent

in writing within 24 hours of the change. Both parents shall also provide their contact information to all third parties who are important in the children's life, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

37. Illness. The parties shall notify the other when a child is ill. Prior to the exchange of the child who is ill, the parties shall discuss regular parent-times and shall reasonably accommodate the sick child. If the parties cannot agree, regular parent-time shall not be affected. A parent shall not use a child's illness to frustrate parent-time.

38. Parent-Time Respect. The parties shall not schedule or promote an activity that falls on the other party's parent-time without first obtaining permission from that party in writing.

39. If there is an activity that a parent would like a child to attend, but that falls on the other parent's time, the requesting parent shall discuss the event with the other parent before doing so with the child. The requesting party will abide by the other parent's decision and shall not attempt to sway the other parent through the child.

40. The children are free to express interest in any activity, to either parent, at any time.

41. Mutual Restraining Orders. Neither party will engage in corporal punishment or other forms of physical discipline.

42. It is fair and reasonable that both parties shall be restrained from speaking to the children about the issues in this case or from attempting to influence the children's preference regarding custody or visitation or pumping the children for information about the other parent which would tend to diminish the love and affection of the children for the other parent.

43. Both parties shall be mutually restrained from harassing, annoying, or otherwise

bothering the other party, or from committing any domestic violence or abuse against the other party.

44. The parties are mutually restrained from coming to the residence of the other parent except to pick up the children or as expressly invited by the other parent.

45. The parties are mutually restrained from entering the residence of the other parent without permission from the other parent. The parties, and any third parties in their presence, are mutually restrained from discussing this matter with the minor children or involving the minor children in this action in any way.

46. The parties, and any third parties in their presence, are mutually restrained from making any disparaging, derogatory, or demeaning remarks regarding the other party in the presence or hearing of the parties' minor children or in a manner that is likely to get back to the children or other parent, including making posts to social media or other platforms, or doing anything that might impair the parent-children relationship.

47. It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations or shall remove the children from such circumstances.

48. The parties are restrained from tracking each other. This includes but is not limited to tracking the other's vehicle via tracking device or third party, monitoring location through a child's cellular or electronic device, etc.

49. Mother is restrained from making referrals to child protective services against Father. If Mother has a concern regarding the child, she shall engage the assistance of a relevant

professional. If the professional determines that a referral to child protective services is warranted the professional will make the referral.

50. Mother is restrained from seeking welfare checks on the children. If Mother has concerns for the children's wellbeing she shall raise those concerns with the relevant professional and if the relevant professional determines that a welfare check is warranted, the professional may seek a welfare check.

51. The parties are restrained from using the other party's name, likeness, image, or identification to get credit, open an account for service, or obtain a service. The parties are restrained from accessing the other party's personal/separate accounts.

52. The parties are restrained from harassing, intimidating, or disturbing the peace of the other party, by any means, including electronically.

53. Adjustments or Modifications. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties, and filed with the Court. Temporary or minor changes can be made whenever the parties agree.

54. Failure to Comply. If a parent fails to comply with any of the provisions under this Parenting Plan Section, the other parent's obligations under said section are not affected.

End of Parenting Plan

INCOMES OF THE PARTIES

55. Luciana's Income. Luciana has an ability to earn \$2,700 per month.

56. Eric's Income. Eric's income is calculated as \$22,083 per month.

CHILD SUPPORT AND EXPENSES

Child Support

57. The court orders child support consistent with a Sole Custody Worksheet with Luciana's income of \$2,700 per month and Eric's income of \$22,083 per month.
58. Luciana is ordered to pay child support of \$355 per month beginning June 1, 2026.
59. Pursuant to Utah Code §81-7-102, child support obligations shall be paid one half by the 5th day of the month and the other half by the 20th day of the month. Child Support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If ORS is used to collect support, their payment schedule will be followed.
60. Pursuant to Utah Code § 81-6-211 there shall be an automatic reduction for extended parent-time. If a child receives cash assistance through the TANF or FEP programs, any agreement by the parties to reduce child support during extended parent-time must be approved by ORS.
61. Child support shall continue until a minor child reaches the age of eighteen (18) or graduates from high school during their normal and expected graduating class, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.
62. Pursuant to Utah Code § 81-6-212, a parent may seek to adjust the child support order.
63. Child Support Arrears. Luciana's is ordered pay child support arrears of \$355 for each month from November 1, 2024 through May 31, 2026 (19 months). A judgment shall enter in against Luciana for \$6,745. This amount shall be paid out of Luciana's share of equity from the home sale proceeds ("Marital Home Proceeds").

Medical Insurance and Medical Expenses

64. Pursuant to Utah Code § 81-6-209, the parties shall jointly provide and maintain health/medical/dental insurance for the benefit of the children. Should one party obtain health/medical insurance through their employment or other business undertakings, the other party shall be liable for the payment of one-half of the cost of said insurance for the children's portion of that insurance. The children's portion shall be determined on a pro rata share of the premium actually paid by a parent.

65. If, at any time, the children are covered by the medical, hospital or dental insurance plans of both parents, Father's insurance shall be designated as primary, and Mother's insurance shall be designated as secondary unless the parties agree otherwise. If a parent remarries and that parent's dependent child is covered by a step-parent's plan, they shall take the same designation as the parent to whom they are married.

66. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, and optical expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

67. The parent providing insurance should 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 the dependent children, and thereafter on or before January 2 of each calendar year. The parent should notify the other parent, or ORS, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

68. A parent who incurs medical, dental, orthodontic, or optical expenses should provide written verification of the cost and payment of the expenses to the other parent within 30 days of

payment. A parent incurring medical, dental, orthodontic, or optical expense 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 the notification requirements above.

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

Childcare Expenses

70. Pursuant to Utah Code § 81-9-209, the parties shall equally share in reasonable work-related childcare expenses incurred by either parent.

71. The parent who incurs childcare expenses should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent should notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expense if the parent incurring the expenses fails to comply with these provisions.

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

73. Childcare Arrears. A Judgment shall enter in against Luciana for her half of the expenses in the amount of \$2,176.31 for March, April, and May 2026. This amount shall be paid out of Luciana's share of equity from the home sale proceeds ("Marital Home Proceeds").

74. Eric may present documentation of additional daycare expenses for the children to be paid out of Luciana's share of the Marital Home Proceeds that have not otherwise been paid by Luciana at the time the proceeds are divided. Eric shall provide documentation of the same to Luciana.

Extracurricular Expenses

75. The parties should equally share the cost of any extracurricular activities of the children so long as they are mutually agreed upon, in writing, before an expense is incurred. A parent's consent to be financially obligated for an extracurricular activity cannot extend beyond one season or a year commitment, whichever is shorter.

76. Neither party shall register a child for an activity that is on the other parent's parent-time without the express permission of the other parent.

77. All reimbursement requests should be made within 30 days of making payment and all reimbursements should be provided within 30 days of receiving the request.

Taxes

78. Luciana is ordered to provide form 1095A to Eric for 2024 and 2025 within 10 business days. The forms can be obtained by calling the Marketplace at 800-318-2596 and providing her Application ID for either 2024 or 2025 (6122524819), requesting to have her cases linked together and the requesting the forms be reproduced.

79. If Luciana provides the forms to Eric within 10 business days, Eric should file his return for 2024 as head of household claiming both children.

80. A judgement will enter in against Luciana for the difference between the anticipated return Eric would have received if filing jointly with Luicana of \$11,265.50 and the total refund

amount that Eric receives for his tax filing.

81. If Luciana does not provide the necessary 1095A form within 10 business days or Eric is unable to complete his 2024 tax filing for any other reason not presently known, he and Luciana shall attempt to resolve the problem to facilitate Eric's tax filing. If Eric has to bring a future motion to resolve the 2024 tax filing and prevails on his requested relief, he shall be awarded his attorney fees in connection with any such motion.

82. For 2025, Eric shall be permitted to file as head of household and claim the children on his tax return as a result of receiving no financial support for the children from Luciana during 2025.

83. Should Eric experience a reduction in his tax refund for 2025 as a result of including the 1095A forms, he shall provide evidence of his anticipated 2025 tax return claiming the children without including form 1095A to obtain a baseline for his anticipated 2025 tax return. A judgment shall then enter in against Luciana for any difference Eric realizes between the anticipated tax return and his actual tax return as a result of including form 1095A.

84. Luciana shall not be entitled to receive her share of the Marital Home Proceeds until she has complied with the requirement to provide form 1095A for 2024 and 2025 to Eric and he has completed his tax filings. Eric shall file his tax returns within 30 days of receipt of form 1095A or otherwise inform Luciana of any restrictions on his ability to file his tax return and the steps necessary to get the return filed.

85. 2026 Taxes and while there are minor children. Beginning with her 2026 tax return and onward, so long as Luciana is current on her monthly child support obligation and share of monthly childcare expenses, she should be permitted to claim BH (born 2019) on her 2026 tax

return and each tax return thereafter for all tax purposes permitted under the Tax Code. Beginning with his 2026 tax return and onward, Eric shall always be permitted to claim BH (born 2020) on his tax return for all tax purposes.

86. If Luicana is not current on her child support and share of daycare costs by December 31 of a given year, she shall not be permitted to BH (born 2019) for tax purposes and Eric may instead claim BH (born 2019).

87. Should there be future issues with needing a tax form for the children, the same should be provided within 10 days of the request being made. A party not providing necessary forms within 10 days of a request may be liable for attorney fees of the other party if litigation is brought before the court.

SPOUSAL SUPPORT

88. Luicana's request for alimony is denied.

DIVISION OF ASSETS AND DEBTS

Real Property

89. Marital Home. The parties' marital home located at 648 W. 400 N. Mapleton, Utah 84664 was sold in May 2026 and the equity ("Marital Home Proceeds") is being held in trust. Each party is awarded $\frac{1}{2}$ of the Marital Home Proceeds. Distribution of the equity shall be handled as outlined herein with Marital Home Proceeds being used to satisfy certain debts and reimburse the other party for awarded expenses before disbursement is made.

90. Assuming the Empty Lot identified below is free of any individuals liens, after all offsets and debts are paid as outlined herein, the remaining Marital Home Proceeds shall be distributed to the parties. If a party is liable for a lien on the Empty Lot, funds sufficient to satisfy

that lien shall remain in trust from that party's Martial Home Proceeds until the lien has been paid.

91. Empty Lot. The parties own an empty parcel of land located at 3842 South Cobblestone Court, Mapleton. UT 84664. There is no debt associated with this property. At the time of trial, there were no liens on the property.

92. The lot shall not be put into a trust but shall be listed for sale with Lance Garrett via Homie. If the parties cannot agree upon a listing price, sales price, or which offer to accept, the realtor, as the professional, shall have final decision-making authority after having a conversation with both parties. Upon the sale of the property, the parties shall each receive ½ of the net sales proceeds. If any liens exist on the property that are the result of a single party's actions/debts, the lien shall be paid out of that party's share of equity from the property. Only a lien for a joint debt shall be divided equally between the parties.

93. If either party frustrates the sales process by refusing to sign any disclosures or other documents, including the closing documents, after being directed to sign the same by the realtor, that party shall forfeit all interest in the property and their share of equity shall be awarded to the other party.

94. The aggrieved party may seek an order from the court granting them authority to sign all necessary documents on behalf of the noncompliant party, which shall be granted. This sanction is included to ensure no gamesmanship is engaged in regarding the sale of the empty lot and that both parties are equally motivated to sell the property.

95. Should the party that frustrates the sale of the property cause a lien to exist on the property, a judgement shall enter against the noncompliant party in favor of the aggrieved party

in an amount equal to the lien that reduced the equity in the property.

96. The parties shall be equally responsible for the cost of the property taxes each year until the home is sold. However, until the lot is sold, Eric shall be responsible for ensuring payment of the property taxes each year. Upon sale of the property, Eric shall be reimbursed half of all taxes he has paid out of Luciana's share of the equity in the property.

Personal Property

97. Personal Property. Each party is awarded the property in their own possession free and clear of any claim from the other party.

Passports

98. Eric shall possess the expired passports for the children. He is permitted to obtain new passports at his discretion. Should new passports be obtained, he shall maintain/possess those as well.

Vehicles

99. Luciana is awarded the 2020 Infiniti QX60 free and clear of any claim from Eric.

100. Eric is awarded the 2023 Ford F-150 and any accompanying debt free and clear of any claim from Luicana.

101. The parties shall be responsible for their own car insurance costs beginning July 1, 2026. Any premiums paid by Eric on Luicana's behalf after July 1, 2026 shall be reimbursed to Eric from Luciana's share of the Marital Home Proceeds.

102. No vehicle-equalization payment is required. The difference in vehicle values is resolved in Luciana's favor.

Bank/Financial Accounts

103. Separate Accounts. Each party is awarded the bank accounts in their own individual names free and clear from any claim from the other. Specifically, Eric is awarded his separate bank account with MACU (*1458), Bank of America (*4524), Zion's Bank (*5742), and America First (*5153). Luciana is awarded her separate bank account with Cyprus Credit Union (*2223).

104. Bank of America (*4524). To equalize the value of this account, Luciana shall receive \$1,000 from Eric's share of the Marital Home Proceeds.

105. Joint Accounts. The parties' joint account at MACU (*0507) had a balance of \$0 at the time of trial. It should be closed. Should there be a negative balance in the account when it is closed, the fee to bring the account current shall be paid by the party that causes the fee to be incurred paying the same out of their share of the Marital Home Proceeds.

106. Just prior to separation, Luciana removed \$8,382.60 from the parties' joint MACU bank account in anticipation of filing for divorce. To equalize the funds removed, Eric is awarded half of those funds. Eric shall receive \$4,191.30 from Luciana share of the Marital Home Proceeds.

107. MACU – BH (2019) and BH (2020). The accounts are awarded to Luciana, but a judgment shall enter in against Luciana for \$4,000 which shall be paid to Eric out of her share of the Marital Home Proceeds to equalize the value of these accounts.

Retirement Accounts

108. Fidelity. Luciana is awarded 35% of the retirement account based on its value on March 12, 2024, the date the parties separated. She shall be entitled to any gains or losses on her portion of the retirement account since March 12, 2024. All other amounts in the account are

awarded to Eric as his sole property. The parties shall equally divide the cost of the QDRO necessary to divide the account.

109. Retirement Collective Health. This account is awarded solely to Eric.

110. Mountain West IRA. Eric opened the Mountain West IRA prior to the parties' marriage. At the end of 2018 prior to the parties' marriage, it had a balance of \$145,734.13. (Petitioner's Exhibit 28). During the marriage, Eric contributed to the IRA through FSI group. Eric purchased some of their shares with marital funds in the amount of \$51,000. The amount of the account connected to the FSI investment shall be divided equally between the parties as marital. All other funds should be awarded to Eric.

111. Robinhood Investments. During the marriage the parties purchased different stocks including DOGE, ETH, SHIB, BRK.B, and NU. The value of these accounts shall be divided equally between the parties. Eric shall retain possession of the stocks and pay Luciana the value of the stock on the day the Decree is entered from his share of the proceeds from the sale of the marital home.

112. Eric purchased additional stocks through Robinhood after the parties; separation including AMD, ASTS, and MU. Eric is awarded these stocks as his sole and separate property free and clear from any claim from Luciana.

Eric's Earnings Post Separation

113. Luciana's request for Eric's earnings from Cambia between May17, 2024 and August 23, 2024 is denied.

Debts

114. Debts. The parties are responsible for any post separation debts they incurred. This

includes any and all legal fees incurred by a party during this action (or other action) unless otherwise specifically awarded herein.

115. RC Willey. The parties have an outstanding debt with RC Willey for furniture and carpet purchased for their home. The balance of this account shall be paid out the Marital Home Proceeds. Eric shall provide an accounting of all payments made on this debt from the time of separation and shall be reimbursed $\frac{1}{2}$ of the value of all the payments he made, paid out of Luciana's share of the Marital Home Proceeds.

116. American Express. The balance on the American Express credit card at the time of the parties' separation was \$27,006.06. Each party shall contribute \$13,503.30 from their respective claim from the Marital Home Proceeds towards the credit card. Eric shall be responsible for any balance above and beyond.

117. Pranno Law Lien. There was a lien placed on the marital property by Pranno Law for unpaid legal fees incurred by Luciana in the amount of \$20,599.87. This lien was previously paid out of the Marital Property Proceeds. The payment for this lien is allocated against Luciana's share of the Marital Property Proceeds.

118. Anderson Hinkins Lien. There was a lien placed on the marital property by Anderson Hinkins for unpaid legal fees incurred by Luciana in the amount of \$24,376.75. Payment for this lien shall come solely from Luciana's share of the Marital Home Proceeds.

119. James Ord Attorney Fees. Luciana testified that she had outstanding legal fees in the amount of approximately \$302,000 prior to trial. Luciana testified that the fees were to be paid as she was able. Based on the payment arrangements made with Counsel Ord, no lien for attorney fees shall be placed on any jointly owned/held property. These fees and any other fees Luciana

has incurred with Counsel Ord shall be the sole responsibility of Luciana.

120. HELOC. The HELOC on the parties' marital property was paid at the time the home was sold. The parties should equally bear the burden of this debt.

Payments Due Under Other Court Orders

121. Cell Phone. Luciana's request for payment of her cell phone expense from October 2024 to present is denied. Further, Luciana is barred from seeking reimbursement of those expenses in the future.

122. Guardian ad Litem Fees. Pursuant to the Amended Temporary Orders, Eric paid the initial retainer for the guardian and should be reimbursed half of the same from Luciana's share of the Marital Home Proceeds. [DKT 90]. Any additional fees incurred by Counsel Librett are equally divided between the parties. Ms. Librett may produce documentation of her fees and be paid out of each party's respective share of the Marital Home Proceeds.

ATTORNEY FEES

123. Luciana has engaged in excessive court filings since September 2025. All identified filings are as follows:

- a. Motion to Supply ADA Accommodations: 2025-09-23 [DKT 222] – DENIED
- b. Motion to Reopen Discovery: 2025-09-23 [DKT 224] – DENIED
- c. Motion for Temporary Order Ex Parte for Emergency Amendment to Temporary Orders: 2025-11-20 [DKT271] – DENIED
- d. Motion to Enforce the sale of the marital home: 2026-01-28 [DKT 312] – was pending ruling from court but is now moot as the home was sold.

- e. Motion to Disqualify Petitioner's Counsel: 2026-03-02 [DKT 331] – DENIED AT TRIAL.
- f. Notice of Fraud and Motion for Sanctions: 2026-03-03 [DKT 345] – DENIED AT TRIAL.
- g. Motion for Sanctions Re: Counsel Whiting Improperly Releasing Files: 2026-03-03 [DKT 347] – DENIED AT TRIAL.
- h. Motion to Enforce Re: Petitioner's Relocation: 2026-03-07 [DKT 357] – issue not raised in testimony at trial and DENIED based on these *Findings of Fact*.
- i. Second Motion to Enforce RE: Petitioner's Relocation: 2026-03-23 [DKT 388] – filed despite no ruling on the first motion or the drafting of the initial motion even being completed. Issue not raised in testimony at trial and DENIED based on these *Findings of Fact*.
- j. Motion to Strike Petitioner's Response in Opposition: 2026-03-23 [DKT 390] – DENIED
- k. Supplemental Motion to Disqualify Petitioner's Counsel 2026-03-23 [DKT 391] – DENIED AT TRIAL.
- l. Objection to Petitioner's Ex Parte Motion to Appear Remotely and Request for Remedy to Set Aside the Commissioner's Ruling Thereon and Strike Petitioner's Pleading: 2026-04-07 [DKT 424] – DENIED
- m. Motion to Run Commissioner Conflict Check: 2026-04-14 [DKT 436] – GRANTED – no opposition filed.

- n. Motion to Reallocate Trial Dates for Consolidated Evidentiary Hearing and Motions in Limine and Request for New Trial Date: 2026-04-21 [DKT 484] – DENIED
- o. Ex Parte Motion to Enforce the Court’s Asset Division Order: 2026-04-21 [DKT486] – issue not raised in testimony at trial and DENIED based on these *Findings of Fact*.
- p. Motion for Reasonable Accommodations Under the ADA: 2026-04-24 [DKT 517] – GRANTED.
- q. Motion for Leave to File Overlength Motion Re: Motion to Stay Proceedings: 2026-04-27 [DKT 521] – DENIED.
- r. Motion to Stay Proceedings and Review for Conflicts: 2026-04-27 [DKT 523] – DENIED.
- s. Motion to Return Passports to Respondent’s Counsel or the Court: 2026-04-30 [DKT 536] – issue not raised in testimony at trial and DENIED based on these *Findings of Fact*.
- t. Motion to Award Respondent All Assets Undisclosed Prior to December 21, 2024: 2026-04-30 [DKT 538] – Determined to be a trial issue, and per these *Findings of Fact*, DENIED.
- u. Surreply Re: Motion for Sanctions Re: Releasing Files: 2026-05-04 [DKT 546] – DENIED based on a finding that filing was not permitted by the rules of civil procedure.
- v. Motion to Retain Jurisdiction under UIFSA: 2026-05-04 [DKT 551] –

GRANTED – no opposition filed.

w. Respondent's Expedited Second Motion to Reallocate Trial Dates: 2026-05-12 [DKT 624] Submitted the same day and the first motion was submitted for decision. – DENIED

x. Respondent's Motion in Limine: 2026-05-24 [DKT 701] was untimely filed resulting in fees for a motion to strike by Petitioner regarding the same. Objection ultimately reserved for trial.

y. Memorandum Re: Scope of Trial: 2026-05-24 [DKT 702] was untimely filed resulting in fees for a motion to strike by Petitioner regarding the same. Objection ultimately reserved for trial.

z. Notice of Errata Re: Financial Declaration: 2026-05-25 [DKT 705] was untimely and attempts to circumvent the requirement to provide a financial declaration as part of pretrial disclosures. This resulted in Petitioner incurring fees in connection with filing a motion to strike.

aa. Respondent's Amended Custody Worksheet: 2026-05-25 [DKT 706] was untimely and attempts to circumvent the requirement to provide the worksheet as part of pretrial disclosures. This resulted in Petitioner incurring fees in connection with filing a motion to strike.

bb. Respondent's Amended Pretrial Disclosures: 2026-05-25 [DKT 707] was untimely and attempts to circumvent the requirement to provide all pretrial disclosures 28 days prior to trial. This resulted in Petitioner incurring fees in connection with filing a motion to strike.

cc. Respondent's Trial Brief: 2026-05-25 [DKT 708] was untimely filed resulting in fees for a motion to strike by Petitioner regarding the same.

dd. Respondent's Expedited Motion to Permit Remote Testimony by Medical Professional and Out of State Witnesses: 2026-06-01 [DKT 730] was untimely filed, only a week before trial and despite the trial being set for in-person setting. - DENIED

ee. Respondent's Supplemental Trial Brief: 2026-06-01 [DKT 742] was untimely filed.

ff. Respondent's Motion to Grant Respondent's Expert Witness Access to CJC Materials: 2026-06-01 [DKT 744] was untimely filed. – DENIED before the start of trial.

gg. Respondent's Motion for expedited consideration of motion to grant expert witness access to CJC materials: 2026-06-01 [DKT 745] was untimely filed resulting in additional fees for Petitioner in objecting to the same. – DENIED.

hh. Respondent's Objection to Petitioner's Trial Brief and Memorandum in Support: 2026-06-02 [DKT 763]. There is no basis in the rules to file an opposition to a parties' trial brief. There was no motion seeking leave to file an opposition. Rather Respondent's position should have been addressed simply in Respondent's Trial, unfortunately that was filed untimely as noted above.

124. The attorney fees incurred in connection with responding to or otherwise defending against the motions outlined above are awarded to Eric and shall be paid out of Luciana's share

of the Marital Home Proceeds.

125. The attorney fees incurred in connection with opposing the 6 subpoenas propounded on Eric that were withdrawn by Luciana are awarded to Eric and shall be paid out of Luciana's share of the Marital Home Proceeds.

126. The court awarded Eric his fees in connection with defending against Luciana's motion to reopen discovery that was denied. [DKT 257]. This judgment, plus interest, shall be paid out of Luciana's share of the Marital Home Proceeds.

127. Luciana represented that an agreement was reached with lien holders to have the liens moved from the property to the escrowed funds from the sale of the property and that only a court order was needed to facilitate that transfer. Eric is awarded his fees in connection with the false representation to have the liens removed and then in supporting the release of the funds following the filing of Mr. Pranno. Luciana shall pay those fees out of her share of the Marital Home Proceeds.

128. Eric is awarded his attorney fees in connection with his objection to Luciana's pretrial exhibits and witnesses. Luciana shall pay those fees out of her share of the Marital Home Proceeds.

129. Eric is awarded his attorney fees in connection with his motion in limine to limit the trial issues. Luciana shall pay those fees out of her share of the Marital Home Proceeds.

MOTION TO ENFORCE RE SALE OF HOME

130. Eric is awarded his attorney fees in connection with the November 2025 Countermotion for More Definitive Orders and subsequent hearing and his defense of Luciana's January 2026 Motion to Enforce re: Issues with Sale of the House and his own countermotion to

enforce.

MOTION TO ENFORCE RE: RELOCATION

131. The court does not find Eric in contempt for relocating with the children to Kentucky with less than 60 days' notice of the relocation given the exigent circumstances.

132. Eric is awarded his attorney fees in connection with his defense against both motions to enforce.

133. Luciana shall pay those fees out of her share of the Marital Home Proceeds.

MISCELLANEOUS

134. Mother is permitted to retain her maiden name of Andrade if she so chooses.

135. The Private Guardian ad Litem, Allison Librett, shall be released from this matter.

136. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court within 60 days.

137. An accounting of the Marital Home Proceeds shall be provided to the parties prior to final distribution payments to the parties. Any objections to the accounting should be made within 14 days of receipt of the same. If no objection is filed with the court, the final payments should be made and the funds released to the parties.

End of Decree

The Court's signature will appear in the upper righthand corner when signed

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF
CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Decree of Divorce prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

FORM APPROVED:

FORM APPROVED:

Don James Knight Ord, III esq.
Counsel for Respondent

Allison Librett
Private Guardian ad Litem

CERTIFICATE OF SERVICE

I hereby certify that on July 23, 2026, I caused a true and accurate copy of the foregoing Decree of Divorce to be served on the following for review as indicated:

James Ord
Counsel for Respondent
James.Ord@TheOrdFirm.com

Allison Librett
Private Guardian ad Litem
allison@librettlaw.com

/s/ Malisa Whiting