



Erin Dickerson (11941)
GRAVIS LAW, PLLC
1345 West 1600 North, Suite 201
Orem, Utah 84057
Telephone: (385) 350-4198
oremoffice@gravislaw.com

Attorneys for Respondent

IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Blvd., Provo, UT 84601

**IN THE MATTER OF THE
MARRIAGE OF:**

PHILIP EMERIC,

Petitioner,

and

YANET EMERIC,

Respondent.

DECREE OF DIVORCE

Case: 264401073
Judge: Anthony Howell
Commissioner: Marla Snow
Discovery Tier: 4

This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Divorce. The Court having entered its Findings of Fact and Conclusions of Law, and having fully considered the file and all matters herein—it is hereby

ORDERED, ADJUDGED AND DECREED:

DECREE OF DIVORCE

1. **DECREE OF DIVORCE GRANTED.** Petitioner and Respondent are hereby awarded a Decree of Divorce, each from and against the other, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the court and entry by the clerk in the Registry of Actions.

2. JURISDICTION. The Court has jurisdiction over the parties and the subject matter of this case.

3. INTERNATIONAL JURISDICTION. The United States, and more specifically the State of Utah, is the habitual residence of the children for the purposes of the Hague Convention or any international custody dispute.

4. MARRIAGE STATISTICS. Petitioner and Respondent were married on February 8, 2012, at Miami, Dade County, State of Florida, and are presently husband and wife. The parties separated on or about October 2024.

5. GROUNDS. In the marriage of the parties, differences have arisen that cannot be reconciled making it impossible to continue the marriage. The parties shall be awarded a decree of divorce on the grounds of irreconcilable differences in accordance with Utah Code Annotated § 81-4-405(1)(h).

6. CHILDREN. There have been four (4) children born as issue of this marriage, namely:

<u>Name of Child</u>	<u>Date of Birth</u>
L.M.E.	09/2012
S.E	11/2013
H.E.	04/2018
B.M.E.	12/2020
No further children are expected.	

7. JUVENILE PROCEEDINGS. Upon information and belief, proceedings involving the custody of the children have not been filed in Juvenile Court.

8. UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT. Utah is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a), in that:

a. Utah is the home state of the minor children at the time of commencement of this proceeding.

b. Said minor children reside in Utah County.

c. Neither Petitioner nor Respondent has been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this state or any other state.

d. Neither Petitioner nor Respondent has information regarding any custody proceeding concerning the subject minor children in a court of this or any other state.

e. Neither Petitioner nor Respondent knows of any person, not a party to these proceedings who has physical custody of the subject minor children and who claims to have custody or visitation rights with respect to said children.

9. CHILD CUSTODY AND PARENTING PLAN. The parties shall be awarded joint legal custody and joint physical custody on an equal parent-time schedule. The parties agree that the oldest child (L.E.) will transition to following the equal parent-time schedule in consultation with her therapist and the school social worker.

a. Petitioner's ("Father") home shall be designated as the primary physical residence of the children for school enrollment purposes only. Father and Respondent ("Mother") agree that the children shall remain in their current schools and feeder schools unless both parties mutually agree in writing to change the children's school.

b. **Custody:** Custody shall be subject to Mother's and Father's rights to reasonable parenting time as the parties may agree, or, if the parties cannot agree, parent-time shall be pursuant to U.C.A. §81-9-305, except that wherein the Decree and U.C.A. §81-9-305 differ, the Decree and

the terms of the parenting plan described therein shall be the controlling order of the Court. Any amendments, revisions, or changes made to U.C.A. §81-9-305 after the entry of the Decree of Divorce shall not alter the parenting plan described therein unless both parents mutually agree in writing to adopt the changes or revisions.

- i. An order pursuant to U.C.A. §81-9-305 shall result in 182 overnights per year for one parent and 183 overnights per year for the other parent.
- ii. Under the equal parent-time schedule, neither parent is considered to have the child the majority of the time.
- iii. For the purpose of calculating child support only, the number of overnights of the parent with the lower gross income shall be entered as 183 and the number of overnights of the parent with the higher gross income shall be entered as 182 pursuant to U.C.A. §81-6-206(7).

c. **Weekday and weekend parent-time:** The equal parent-time schedule is as follows:

- i. Father shall exercise parent-time starting Monday morning and ending Wednesday morning;
- ii. Mother shall exercise parent-time starting Wednesday morning and ending Friday morning; and
- iii. Each parent shall alternate weekends exercising parent-time starting Friday morning and ending Monday morning. The parties shall begin the 2-2-5 parent-time schedule today, with Mother taking the first weekend.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Father	Father	Mother	Mother	Mother	Mother	Mother
Father	Father	Mother	Mother	Father	Father	Father

iv. The child exchange shall take place at the time the child's school begins with drop-off to school; or if school is not in session, at 9 a.m. or a time mutually agreed to by the parties to accommodate the parents' work schedules.

d. **Holiday parent-time:** The parents may create a holiday schedule. If the parents are unable to create a holiday schedule, holiday parent-time shall be pursuant to the holiday schedule described in U.C.A. §81-9-302(12) and described herein:

Holiday	Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
President's Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Mother's Day	Holiday begins on Mother's Day at 9 a.m.	Mother	Mother

	Holiday ends on Mother's Day at 7 p.m.	every year	every year
Father's Day	Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.	Father every year	Father every year
Independence Day	Holiday begins on July 3 rd at 6 p.m. Holiday ends on July 5 th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 rd at 6 p.m. Holiday ends on July 25 th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Holiday begins on Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the night before school resumes.	Even years	Odd years
Winter Break (First Half)	Holiday begins at 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27 th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27 th at 7	Even	Odd

	p.m. Holiday ends at 7 p.m. on the night school resumes.	years	years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

e. **Uninterrupted parent-time:** The parties agree to waive extended parent-time for the summer of 2026 only. For subsequent years, each parent may designate two consecutive weeks for uninterrupted parent-time with the child or children when school is not in session for summer break in accordance with U.C.A. §81-9-305(5).

- i. In even-numbered years, Mother may make a designation of uninterrupted parent-time at any time and Father may make a designation after March 1, but no later than March 15.
- ii. In odd-numbered years, Father may make a designation of uninterrupted parent-time at any time and Mother may make a designation after March 1, but no later than March 15.
- iii. All designations of uninterrupted parent-time shall be made in writing and at least 30 days before the day on which the designated two-week period begins.
- iv. The two weeks of uninterrupted parent-time take precedence over all holidays except for Mother's Day and Father's Day.

h. **Changes to parent-time schedule:** Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of preference shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day under U.C.A. §81-9-302(12);

- ii. the uninterrupted summer parent-time of either parent;
 - iii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time under U.C.A. §81-9-302(3) and travels with the child overnight for the duration of the birthday holiday time period that falls during the uninterrupted extended parent-time;
 - iv. the holiday schedule for any holiday under U.C.A. §81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;
 - v. the schedule for weekday or weekend parent-time.
 - vi. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.
- i. **Third party pick-up:** A stepparent, grandparent, or other responsible adult designated by the parent receiving the children for parent-time may pick up the child or children for parent-time if the other parent is aware of the identity of the individual and if the parent exercising parent-time will be with the child or children by 7 p.m.
- j. **Holiday school attendance:** If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.
- k. **Varying school schedule:** If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's school are dismissed for the holiday and ending the evening before any children return to school.

10. GENERAL PARENTING PLAN PROVISIONS. The parties shall attend mediation before filing any petition to modify the parenting plan orders of the Court. If a party has made two written requests for mediation without response the requesting party shall be allowed to proceed with filing a petition to modify.

a. The parties shall share parent-time transportation equally as they may agree, and if they do not agree, the receiving parent shall provide transportation for the minor children.

Neither party shall transport the children without first securing appropriate car insurance and vehicle registration. Each party shall have a valid driver's license before that party transports the children. Each party shall use appropriate age restraint devices at all times while transporting the children.

b. Either parent may make emergency decisions affecting the health or safety of the children and shall immediately inform the other parent when such decisions must be made.

Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.

c. The parties shall share joint legal custody. In the event of a dispute involving the children, the parties shall first: discuss the matter in writing (text, email, co-parenting app) and try to reach a decision which best meets the needs of the child; second, seek the recommendation of a neutral third party professional in the relevant area (ex. pediatrician, dentist, teacher) and agree to follow the recommendation of the professional; third, attend mediation narrowly focused on the issue in dispute; fourth, if the parties remain in disagreement, either party may request a court hearing to seek adjudication of the disputed issue.

d. The provisions of § 81-9-203 (10)(c), Utah Code Annotated (as amended), shall be set forth in any final decree or order.

e. For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:

- i. An itinerary of travel dates;
- ii. destinations;
- iii. places where the children or traveling parent can be reached; and,
- iv. the name and telephone number of an available third person who would be knowledgeable of the children's location.

f. All communication between the parties will be civil. The children will not be used as a messenger between the parties. The parties will communicate via any mutually agreed upon method. Communications that need to be preserved, such as agreements regarding adjustments to parent-time, shall be in writing (text, email, or co-parenting app).

g. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule. A parent who gives up parent-time to accommodate an event in the life of the other parent shall be given make-up parent-time that is equal in quality and duration (ex. weekend time for weekend time, holiday time for holiday time).

h. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children. The children always have a right to initiate

contact with the other parent at any reasonable time, and the parents shall allow the children to do so. A parent does not have an unfettered right to initiate contact with the children during the other parent's parent-time and shall not harass the other parent via demands for contact with the children.

i. Both parties will have access to the children's school, church, and other records and will include the other party as a parent on such records. If the parties do not have independent notice of an activity or event, the party with notice shall notify the other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child or children is participating or being honored, and both parties shall be entitled to attend and participate fully. Each party shall have an affirmative duty to seek out information about school events and activities by making sure they are on e-mail lists or regularly reviewing the school calendar, etc.

j. Mother and Father shall each be responsible for all costs associated with his or her own exercise of parent-time with the parties' minor children.

k. Either parent may bring enforcement actions without the need of mediation.

l. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the plan are not affected.

m. The parenting plan described herein is filed in good faith and Mother and Father believe it is in the best interest of the children.

11. MUTUAL RESTRAINING ORDERS: The Court shall order the following as restraining orders in this action.

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or parent-time.
- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.
- c. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information about the other parent.
- d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parent-time.
- e. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such violations, or shall remove the children from such circumstances.
- f. Both parties are restrained from speaking to one another for purposes other than issues related to the children unless both agree to do so otherwise.

g. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

h. Neither party shall enter the residence of the other party without express permission given by the other party. The children cannot give permission for any party to enter the residence of the other party.

12. CHURCH EVENTS AND FUNCTIONS. Each parent shall be allowed to participate in the religious faith of his or her own choosing, or in no religious faith, and to include the children in the parent's religious observances and practices during the parent's parent-time. Mother agrees to support the children in attending church in the ward associated with the marital residence during her parent-time if the children desire. Mother will also support the children in participating in any ordinances so long as the children desire to participate, including baptism in the LDS Church. The parties will communicate regarding timing of the baptism/s.

13. CHILD SUPPORT. Father is entitled to monthly child support for the use and benefit of the parties' minor children in accordance with the Utah Uniform Civil Liability Support Act, U.C.A. § 81-6-304. Child support shall be awarded in accordance with the guidelines using the verified income of the parties. Father collects Social Security for himself and the children, in addition to working part-time. Father's gross monthly income is \$3,792.00. Mother is employed by Amazon and has a gross monthly income of \$4,265.00. Using the joint custody worksheet for 4 minor children, Mother's child support obligation is \$70.00 per month.

a. Child support shall continue until the youngest child of the parties reaches the age of 18 or graduates from high school with her or his normal, expected graduating class, whichever occurs last, or until the child marries, dies, becomes a member of the US Armed

Forces, or otherwise legally emancipates. As each child reaches the age of 18 or graduates from high school, whichever occurs last, or otherwise emancipates, there shall be an automatic recalculation of child support pursuant to the Child Support Guideline Tables in effect at that time. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. Mother's and/or Father's income shall be subject to immediate and automatic withholding for the payment of child support through the Office of Recovery Services pursuant to U.C.A. § 26B-9-303 should either party choose to pay or collect support through the Office of Recovery Services or upon the Office's own intervention. If support is not paid or collected through the Office, it shall be paid by any mutually agreed upon method that creates a record of payment, such as check, direct deposit, banking app, etc.

c. In the event the Office of Recovery Services is enforcing child support, each party shall keep the Office of Recovery Services informed of changes in his or her address, employment, income, or medical insurance coverage.

d. In the event the Office of Recovery Services is enforcing child support, each party of this action may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the Court ordered child support shall be pursued.

e. The child support award may be modified prospectively pursuant to U.C.A. § 81-6-212:

(1) U.C.A. § 81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.

(2) U.C.A. § 81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) U.C.A. § 81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.

(4) U.C.A. § 81-6-212(3)(c): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. § 81-6-212(4): The court shall take into account the best interests of the child and determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

f. The joint custody worksheet was used in calculating the child support in this matter. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to U.C.A. § 81-6-205 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.

g. The parents shall equally share any school fees for the minor children, including registration fees, class supply fees, and school lunch. The parents shall equally share the cost of any mutually agreed-upon in writing extracurricular activities for the minor children. The parents shall decide together regarding field trips and whether the parties can afford for the children to participate in field trips with an associated expense. The parents shall equally share the expense of agreed-upon field trips.

h. Pursuant to U.C.A. § 81-6-211, should the parent-time and custody award be pursuant to U.C.A. § 81-9-302, the base child support award shall be reduced by fifty percent

(50%) for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least twenty-five (25) days of any thirty (30) consecutive days, or 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. Normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount to which the abatement applies shall be calculated by dividing the base child support by the number of children included in the award.

14. CHILDCARE. The parties do not anticipate needing work-related childcare. If needed, the parents shall first use free childcare options, such as allowing the other parent the opportunity to provide care for the children before paying for childcare. Child support shall also include, in addition to the basic monthly amount, an order assigning financial responsibility for one-half of all childcare expenses incurred on behalf of the dependent children necessitated by the employment or training of a party.

a. A parent incurring work-related childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

b. The parent who does not incur childcare expenses shall begin payment his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense.

c. If the childcare costs cease to be incurred, the parties may suspend making monthly childcare expense payments while it is not being incurred, without obtaining a modification order.

d. The incurring party shall provide written verification of the cost and identity of the childcare provider to other party upon initial engagement, and shall notify the other parent of any change in the childcare provider or monthly childcare expense within 30 calendar days from the date of the change. An incurring party may be denied the right to recover the other party's share of the childcare expenses if the incurring party fails to comply with this provision.

15. HEALTH, ACCIDENT AND DENTAL INSURANCE. Mother has been paying all health insurance premiums and out-of-pocket health care expenses for the minor children.

Pursuant to U.C.A. § 81-6-208:

a. The parties shall be required to maintain medical, hospital, dental and vision insurance for the dependent children where available at reasonable cost and where the insurance coverage is accessible to the children. The parties shall not be required to double-cover the children.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of YANET EMERIC shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of PHILIP EMERIC shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental

insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance. If the children are double-covered under insurance plans with similar coverage levels, each parent shall be responsible for his or her own insurance premium costs.

d. A parent incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

e. The parent ordered to maintain insurance shall provide verification of coverage to the other parent and ORS, if ORS is providing collection services, on or before January 2 of each year, and notify the other parent and ORS, if ORS is providing collection services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

f. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

16. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILD(REN). Both parents shall share equally in all uninsured routine medical and dental expenses, [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, mental

health therapy, and continuing illnesses or allergies such as diabetes or asthma] as well as all other reasonable and necessary uninsured medical and dental expenses, in accordance with U.C.A. § 81-6-206.

a. Either parent who incurs medical expenses for parties' minor children shall provide written verification of the cost and payment of such medical expenses to the other parent within 30 days of payment.

b. In addition to any other sanctions provided by the Court, either 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 the parent knowingly and willingly fails to comply with subparagraph a, as applicable.

c. The custodial parent shall be ordered to provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor children. Pursuant to statute, each creditor is to be notified by the custodial parent that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

17. RELOCATION. If either party relocates more than 150 miles from the other, notice shall be provided pursuant to Utah Code §91-9-209.

18. TAX EXEMPTIONS. Tax exemptions, credits, stimulus checks, and similar shall first and foremost be governed by applicable federal law and IRS regulation. At all times when there is an even number of eligible children, the parties shall equally share the tax exemptions and credits, with Father claiming the older children and Mother claiming the younger children. At all times where there are three eligible children, Father shall claim the oldest child and Mother shall claim the youngest child and the parties shall alternate claiming the middle child, with Mother claiming the child in even-numbered tax years and Father claiming the child in odd-numbered tax years. When there is only one eligible child, Mother shall claim the child in even-numbered tax years, and Father shall claim the child in odd-numbered tax years.

a. Pursuant to U.C.A. § 81-6-210(4), a parent may not claim a child or children as exemptions for federal and state income tax purposes if that parent is not current in her or his child support obligation.

b. Pursuant to U.C.A. § 81-6-210(5), a parent may not claim a child or children as exemptions for federal and state income tax purposes unless the award will result in a tax benefit to that parent.

19. ALIMONY. Mother and Father are both healthy, mature adults, able bodied and capable of employment. Therefore, neither party is in need of alimony from the other.

20. PERSONAL PROPERTY. During the term of this marriage the parties have acquired certain personal property. It is reasonable that said property shall be distributed as the parties agree; however, in the event parties are unable to agree the Court shall divide such personal property as is equitable. The parties agree that the following is an equitable distribution of the personal property:

- a. To Petitioner:
 - (1) Honda Odyssey
 - (2) 2010 GMC Acadia
 - (3) Personal effects, papers, clothing, memorabilia
 - (4) ½ household goods and furnishings

- b. To Respondent:
 - (1) Honda Pilot
 - (2) Personal effects, papers, clothing, memorabilia
 - (3) ½ household goods and furnishings

c. If the parties disagree on the distribution of personal property, they shall each prepare a list of desired items, exchange them through counsel, and if the parties are unable to resolve the dispute, they shall attend mediation narrowly focused on the items in dispute.

21. REAL PROPERTY. During the period of their marriage, the parties have acquired certain real property including a residence at 936 N. 310 E. Salem, Utah 84653, which property is held in joint tenancy.

a. Father shall be awarded sole and exclusive use of the marital home. Father shall be solely responsible for the utilities, taxes, home insurance, and all other costs of living in the marital home as of the date of the Stipulation, June 29, 2026.

b. Father shall have the opportunity to buy Mother out of the marital home. Within 90 days of the issuance of the Decree of Divorce, Father shall assume the mortgage (removing Mother's name from the mortgage) and refinance the HELOC (removing Mother's name from the HELOC). Within 10 days thereafter, Father shall pay Mother her share of the equity in the marital home.

c. Mother's share of the equity shall be calculated as follows:

- i. Father's counsel and Mother's counsel shall agree on an appraiser and have the home appraised within the next 14 days. The parties shall equally pay the cost of the

appraisal and shall cooperate with scheduling the appraisal and making sure the home is available to be accessed by the appraiser.

- ii. The appraisal report shall be sent to Mother's counsel directly from the appraiser. If the home appraises for less than \$480,000.00, either party shall have the option of seeking a second appraisal with an appraiser agreed upon by counsel for Mother and counsel for Father. The party requesting the second appraisal shall pay the cost of the appraisal. If both parties elect to have a second appraisal, they shall equally share the cost of the second appraisal. If either party requests a second appraisal, and the second appraisal also values the home at less than \$480,000, Father shall not have the option to retain and refinance the home, and the home shall be sold using the process described herein.
- iii. From the appraised value, the parties will subtract the following amounts:
 1. \$325,492.00 for the amount due on the mortgage;
 2. The current balance owing on the HELOC, but not more than \$33,000.00 for the amount owing on the HELOC;
 3. \$28,000.00 for marital credit card debt; and
 4. \$50,000.00 for the marital portion of student loans which were taken out in Mother's name, but used for marital expenses.
- iv. The resulting balance will be divided by 2. Then \$1,000.00 shall be subtracted from Mother's share to account for the credit card debt for the Florida trip.
- v. Ex. If the house appraises for \$500,000.00:

1. $\$500,000.00 - \$325,492.00 - (\$33,000.00) - \$28,000.00 - \$50,000.00 = \$63,508.00$. $\$63,508.00 / 2 = \$31,754.00$. $\$31,754.00 - \$1,000.00 = \$30,754.00$ payment to Mother.

d. In addition to Mother's equity buyout as calculated in (c), and within 10 days of the completion of the assumption of the mortgage (and no later than 100 days after the issuance of the Decree of Divorce) Philip shall transmit \$50,000.00 to Mother which she can use to pay off the student loans in her name, if she chooses. The student loans in Mother's name shall remain in Mother's name and she shall be solely responsible for them. The credit cards shall remain in Father's name and he shall be solely responsible for them.

e. Mother shall sign a quitclaim deed transferring her interest in the marital property to Philip in conjunction with the assumption process if the assumption is completed by the deadline.

f. If Father fails to 1. Assume the mortgage on the marital home; AND 2. Refinance the HELOC and remove Mother's name from the HELOC; AND 3. Pay out Mother the equity buyout + \$50,000.00 by the stated deadlines, the property shall be immediately placed on the market and sold for fair market value in an arm's length transaction.

g. Father and Mother shall mutually agree on a listing agent. Father shall be responsible for maintaining the home and keeping it clean and available for showings or open houses. The parties shall follow the listing agent's advice regarding list price and any price adjustments. The parties shall agree to accept any reasonable offer and neither shall do anything to delay the sale and closing.

h. Once sold, the proceeds of sale shall be distributed as follows:

- i. Costs of sale (closing costs, agent commission/s, title fees).
- ii. The mortgage shall be paid off.
- iii. The HELOC shall be paid off.
- iv. \$50,000.00 shall be transferred to Mother as payment for the marital portion of the student loan debt in her name.
- v. \$28,000.00 shall be transferred to Father as payment for the marital credit card debt in his name.
- vi. The parties shall equally share any remaining proceeds.
- vii. If the proceeds are insufficient to pay off the entire \$50,000.00 student loan debt and the \$28,000.00 credit card debt, the remaining proceeds, after the payment of the costs of sale, the mortgage, and the HELOC, shall be applied proportionately, with 64% of remaining funds being transmitted to Mother for the student loan debt and 36% being transmitted to Father for the credit card debt. Mother and Father shall each be solely responsible for the remaining student loan or credit card debt, respectively.
- i. If Mother is forced to bring an action against Father to enforce the sale of the marital home or the transmittal of funds owed to Mother, and prevails in said action, Mother shall be entitled to an award of her costs and attorney fees, as well as 10% per annum interest on the \$50,000.00 +

equity buyout, which shall begin to accrue on the date of the payment deadline.

22. BUSINESS INTERESTS. The parties own no interests in any businesses.

23. FINANCIAL ASSETS/ACCOUNTS: The parties have financial accounts which shall be awarded as follows:

a. To Father:

- i. USAA *6305
- ii. Fidelity (stocks)

b. To Mother:

- i. USAA *0858
- ii. USAA *2348
- iii. Capital One *7878
- iv. Capital One *7962
- v. JP Morgan Chase *6322 (joint account with Marta Gonzalez Guillen)
- vi. Fidelity *34061 (retirement)
- vii. SMI1 *6214 (account through which Mother receives child support payments for her older child not of this marriage)

24. DEBTS. During the period of their marriage the parties have incurred certain debts and obligations which shall be assigned as agreed by the parties herein.

- a. Mother shall be solely responsible for the student loans in her name listed as Attachment 1.

- b. Father shall be solely responsible for the credit cards in his name listed as Attachment 2.
- c. Mother shall be responsible for the loan taken against her 401K.
- d. Mother shall be responsible for the loan on her vehicle (Honda Pilot).
- e. Father shall be responsible for the loan on his vehicle (Honda Odyssey).
- f. Any debts not specifically addressed herein shall be the responsibility of the party named on the debt, unless evidence demonstrates, and the court adjudicates, that the debt was fraudulently obtained in the name of that party. If any medical debts of the children for past services are discovered, the parties will each be responsible for half of the children's past medical debt.
- g. Father will remain current on the Odyssey loan and will hold Mother harmless from the debt assigned. Father shall send Mother proof of payment each month no later than 24 hours prior to the payment deadline. If Father falls behind on the payments for more than thirty (30 days) then the vehicle shall be immediately sold and the loan shall be paid off from the proceeds. Father shall make a good faith effort to refinance the Odyssey loan and remove Mother's name from the loan within 12 months of the issuance of the Decree of Divorce. If Father fails to make a payment on time, Mother may choose to make the payment to protect her credit, the vehicle shall be immediately sold, Mother shall be reimbursed for any payments she made towards the Odyssey loan, and then the loan shall be paid off from the remaining proceeds. If the proceeds are insufficient to satisfy the loan, Father shall be responsible for immediately paying off the loan to remove Mother's name and shall indemnify and

hold Mother harmless for any balance owing on the loan. Each party shall promptly ensure the other is removed from title on any vehicle awarded to him or her. If Father fails to refinance, or otherwise remove Mother's name from the Odyssey loan within a year, Mother may bring an enforcement action whereby Father must demonstrate his efforts to refinance the vehicle and explain his inability to do so and determine a plan and deadline for refinancing the vehicle.

h. Each party shall indemnify and hold the other party harmless from all debts assigned to him or her.

25. RETIREMENT AND SAVINGS. During the period of their marriage, the parties, have acquired retirement benefits and/or savings plan(s). The parties shall each be entitled to the proceeds of their respective retirement and savings plans.

26. RESTRAINT AGAINST USE OF PERSONAL INFORMATION. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

27. NAME CHANGE. Respondent shall be restored to her former surname of Nodarse Gonzalez and shall henceforth be known as Yanet Nodarse Gonzalez, if she so desires.

28. ATTORNEY FEES AND COSTS. Each party shall be responsible for his or her own attorney fees and costs up to and including the issuance of the Decree of Divorce. This provision does not prevent either party from seeking the award of attorney fees for enforcement actions.

29. DISCLOSURE PROVISION. Each party affirms that he or she has made a full disclosure of all marital assets. If a marital asset is later discovered which was not disclosed,

and which was not awarded within this settlement agreement, the court may order that the non-disclosing party surrender the asset and award it to the other party.

30. DOCUMENT DELIVERY. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Should a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

SO ORDERED.

*****In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.*****

Approval as to form:

/s/ Eve Call

Eve Call

Counsel for Petitioner

7/7/26

Signed with permission given via e-mail on 7/7/2026

/s/ Erin Dickerson

Erin Dickerson

Counsel for Respondent

6/30/26

ATTACHMENT 1

1. Department of Education/Nelnet: 9/8/14 - \$7,677.00
2. Department of Education/Nelnet: 9/8/14 - \$3,608.00
3. Department of Education/Nelnet: 11/30/15 - \$7,258.00
4. Department of Education/Nelnet: 11/30/15 - \$4,628.00
5. Department of Education/Nelnet: 8/22/16 - \$5,637.00
6. Department of Education/Nelnet: 8/22/16 - \$7,838.00
7. Department of Education/Nelnet: 9/1/17 - \$5,662.00
8. Department of Education/Nelnet: 9/1/17 - \$7,940.00
9. Department of Education/Nelnet: 9/6/18 - \$9,363.00
10. Department of Education/Nelnet: 9/6/18 - \$4,134.00

ATTACHMENT 2

1. USAA Account *1189
2. Wells Fargo Account *6263
3. Apple Account *5014
4. Upgrade Account *8719
5. Capital One Account *2302
6. Savor Account *6654
7. Chase Account *8364
8. Bank of America Account *1012
9. Avent Account *4654
10. Mercury Account *5367
11. Home Depot Account *6771