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Petitioner pro se

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

In the matter of the marriage of	DECREE OF DIVORCE
CHRISTINA MARIE SUDAR, Petitioner,	Case Number <u>264401948</u>
and	Judge <u>Powell</u>
JONATHON ERIC SUDAR, Respondent.	Commissioner <u>Hardy</u>

THE ABOVE CAPTIONED MATTER having come before the Court in support of the Verified Divorce Petition, the Court now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Law, and, for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **MARRIAGE TERMINATED.** The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said decree to become final automatically upon the date of signing and entry by the Court pursuant to the provisions of Utah Code 81-4-406(5)-(6).

2. **CHILDREN.** Christina and Jonathon are the legal parents of the following children under Utah's Uniform Parentage Act, Utah Code 81-5-101 *et seq.*

<i>Child's Name</i>	<i>Birth Month and Year</i>
Ava Sudar	May 2010
Lana Sudar	August 2014

3. **CUSTODY.** The parties are awarded joint legal custody of the minor children. Christina is awarded sole physical custody, pursuant to Utah Code §81-9-302 and the Parenting Plan herein. Pursuant to Utah Code Ann. §81-9-203 *et seq.*, the following parenting plan has been filed in good faith and shall be implemented by the parties.

PARENTING PLAN

Joint Legal Custody

4. The parents shall share joint legal custody of the children. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

5. The parents shall exchange information concerning the health, education, and welfare of the children.

6. Day to day decisions regarding the care, control and discipline of the parties' children will be made by the parent with whom the children is/are residing at the time. Either parent may make emergency decisions regarding the health or safety of the children.

7. The parties shall confer and work together in good faith to reach joint decisions regarding major decisions pertaining to the health, education, and religion of the

child. Should a dispute arise relating to major decisions, the parties shall adhere to the following dispute resolution procedure:

a. Notice. The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.

b. Information. The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.

c. Discussion. The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.

d. Consultation. If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

e. Mediation. If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.

f. Presumptive Decision Making. If the parties are still unable to come to an agreement, Christina shall have presumptive final decision-making authority.

g. Court Review. Jonathon shall have the right to challenge any such decision by way of court review to determine whether the decision is contrary to the best interests of the minor children.

h. No Undue Delay. Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

8. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

9. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

10. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing party. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from the mediation or counseling.

Physical Custody and Parent-time

11. Christina is awarded sole physical care and custody of the children pursuant to Utah Code 81-9-302 and this Parenting Plan.

12. Jonathon is entitled to reasonable parent-time with the children as the parties may agree. If the parties are unable to agree, Jonathon's reasonable parent-time shall be defined as:

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Christina	Jonathon (evening)	Christina	Christina	Jonathon (overnight)	Christina	Christina
<i>Week 2</i>	Christina	Jonathon (evening)	Christina	Christina	Jonathon (overnight)	Christina	Christina

a. Midweek Parent-time. Jonathon shall exercise midweek parent-time on Tuesday evenings each week. Jonathon's midweek parent-time shall begin at 6 p.m. until 9:30 p.m. Jonathon shall have the option to pick-up earlier if his schedule permits and reasonable advance notice is provided to Christina.

b. Weekend Parent-time. Jonathon shall exercise overnight parent-time on Friday evenings each week, beginning at 6 p.m. on Friday until 6 p.m. on Saturday.

13. Extended Parent-time. Each parent shall be entitled to two (2) weeks of extended parent-time when school is not in session for summer break with the minor children. The two (2) weeks shall not be exercised consecutively.

14. Notification of Extended Parent-time. Each parent shall provide notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break as follows:

a. In odd-numbered years, Jonathon shall make his designation for extended parent-time to Christina by May 1st. Christina shall make her designation to Jonathon by May 15th.

b. In even-numbered years, Christina shall make her designation for extended parent-time to Jonathon by May 1st. Jonathon shall make his designation to Christina by May 15th.

c. If a parent fails to provide notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying parent.

d. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.

15. Holidays. The children shall spend holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code 81-9-302, with Mother acting as the custodial parent and Father acting as the non-custodial parent, as set forth herein.

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Father	Mother
President's Day	(1) Holiday begins: (a) at the time that school is dismissed for President's Day; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Spring Break	(1) Holiday begins at (a) the time that school is dismissed for Spring Break; or, (b) 5:30 p.m. on the day that school dismisses for Spring Break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or, (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Mother	Father
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or, (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Father	Mother
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for Fall Break; or, (b) 5:30 p.m. on the day school is dismissed for Fall Break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Mother	Father

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Thanksgiving	(1) Holiday begins at: (a) the time school is dismissed for Thanksgiving; or, (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or, (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

16. 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.

Pick-Up / Transportation

17. Unless otherwise specified by the parent-time statute or otherwise agreed upon by the parties, the receiving parent shall be responsible for transporting the children for parent-time.

18. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.

Communication

19. The parents shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child is participating or being honored, and both parents shall be entitled to attend and participate fully.

20. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

21. Each parent shall provide the other with a current address and telephone number email address, and other virtual parent-time access information within 24 hours of any change.

22. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications with the children in the form of mail privileges and virtual parent-time.

23. Virtual parent-time means parent-time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless technologies over the Internet or other communication media to supplement in-person visits between a parent and a child. Virtual parent time is designed to supplement, not replace, in-person parent-time.

Travel Provisions

24. For emergency purposes, whenever the children travel(s) with either parent, all of the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the children or traveling parent can be reached; and
- d. the name and telephone number of an available third person who

would be knowledgeable of the children's location.

25. A child under the age of five shall not travel unchaperoned.

Child Care

26. Parental care shall be presumed to be better care for the children than surrogate care and the court shall encourage the parties to cooperate in allowing the available parent, if willing and able to transport the children, to provide the childcare.

27. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.

28. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

29. Surrogate care provided by family members shall be presumed free of charge and not eligible for reimbursement from the other parent.

Miscellaneous

30. Miscellaneous Children's Expenses.

a. ***School Expenses.*** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, school lunches, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

b. ***Extracurricular Activities.*** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other

party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

c. ***Automobile Insurance.*** Each party is ordered to pay one-half of the children's automobile insurance expense(s) at the time the child obtains his driver's license. If the parties choose to have the children pay a portion of their own automobile insurance expense, the parties shall equally divide the remaining amount of the child's insurance.

31. **RELOCATION.** For purposes of this section, "relocation" means moving 150 miles or more from the residence of the other parent. Pursuant to Utah Code §81-9-209, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:

a. Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

b. The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and parent-time

schedule and make appropriate orders regarding the parent-time and costs for parent-time transportation.

c. In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a parent is in the best interest of the children, consider any other factors that the court considers relevant to the determination. If the court determines that relocation is not in the best interest of the children, and the parent relocates, the court may order a change of custody.

d. If the court finds that the relocation is in the best interest of the children, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the children to visit the other parent. In making its determination, court shall consider:

- i. the reason for the parent's relocation;
- ii. the additional costs or difficulty to both parents in exercising parent-time;
- iii. the economic resources of both parents;
- iv. factors articulated in all of §81-9-209 of the Utah Code; and
- v. other factors the court considers necessary and relevant.

e. Unless otherwise ordered by the court the relocating party shall be responsible for all the child's travel expenses except for 1/2 of the children's travel expenses relating to extended parent-time in the summer, provided the noncustodial parent is current on all support obligations. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent shall be

responsible for all of the children's travel expenses, unless the court rules otherwise.

Reimbursement by either responsible party to the other for the children's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

f. Any action under this section may be set for an expedited hearing.

g. A parent who fails to comply with the notice of relocation in subparagraph (A) may be found in contempt of the court's order.

32. **MUTUAL RESTRAINING ORDER.** The parties shall be restrained from bothering, harassing, annoying, threatening, or harming each other at their respective residence, employment, or any other place. Neither party shall involve the children in discussions regarding the divorce or custody outside of a therapeutic setting. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting.

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

34. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

35. This parenting plan is filed by Mother in good faith and Mother believes the plan is in the best interest of the parties' children.

End of Parenting Plan

CHILD SUPPORT PROVISIONS

36. **MOTHER'S INCOME.** Pursuant to Utah Code §81-6-203, Mother's total countable gross income for child support purposes is approximately \$6,355.00 per month. Mother is self-employed and grosses an average of \$6,355.00 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Mother's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

37. **FATHER'S INCOME.** Pursuant to Utah Code §81-6-203, Father's total countable gross income for child support purposes is approximately \$8,900.00 per month. Father is employed and grosses \$8,900.00 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Father's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

38. **CHILD SUPPORT.** Pursuant to Utah Code §81-6-204 *et seq.* it is reasonable and proper that Father be ordered to pay to Mother as and for child support:

a. A sum of not less than \$1,269.00 per month as base support for the children of the parties, pursuant to the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member

of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §78A-6-801 *et seq.*

i. Upon termination of support for the older minor child, Jonathon's child support obligation shall decrease to \$900 per month, unless income of the parties at the time of recalculation would require a higher amount pursuant to the Uniform Child Support Guidelines. This amount is in excess of the Uniform Child Support Guidelines in lieu of alimony being awarded herein.

b. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid in full by the 1st day of each month, unless the custodial parent uses the Office of Recovery Services to collect support.

c. Child support shall be paid directly between the parties by electronic bank transfer, unless Jonathon falls behind on child support payments. If Jonathon falls behind on support payments, at Christina's option, she may apply for mandatory income withholding relief pursuant to Utah Code Ann. §62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice

that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Father.

d. The issue of child support arrearages may be determined by further judicial or administrative process.

e. Each of the parties is ordered to notify the other within ten (10) days of any substantial change in monthly income.

f. Under Utah Code §81-6-212(5), the parties have a right to adjust the child support order herein by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the children receive(s) TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

g. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in 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; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

39. **MEDICAL / DENTAL INSURANCE.** Pursuant to Utah Code §81-6-208, it is reasonable and proper that:

a. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical and dental expenses of the minor children. The parties may agree in writing that only one of the parties need maintain such insurance. At this time, Jonathon is maintaining and paying for insurance for the children and shall continue to do so until otherwise agreed in writing by the parties.

b. The parties have agreed that Jonathon shall be solely responsible for the out-of-pocket costs of the premium for the children's portion of the health, etc. insurance.

c. Both parties shall pay one-half (1/2) of all reasonable and necessary uninsured and unreimbursed medical, dental, etc. expenses, including deductibles, co-payments, etc. incurred for the dependent children and actually paid by a party.

d. The parent who incurs medical etc. expenses shall provide written verification of the cost and payment of medical expenses, etc. to the other parent within thirty (30) days of payment.

e. A parent incurring medical etc. expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the Subparagraph above.

f. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jonathon shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Christina shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are 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 children.

g. Pursuant to Utah Code §81-6-208(10), a parent ordered to maintain insurance shall provide verification of coverage to the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §§ 601 *et seq.*, upon the initial enrollment of the dependent children, and annually thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §§ 601 *et seq.*, of any

change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he/she first knew or should have known of the change.

40. **CHILD CARE COSTS.** Work-related childcare expenses shall be equally shared, pursuant to Utah Code Utah Code §81-6-209.

a. The parent who incurs childcare expenses shall 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 reasonable request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

b. The parent not directly paying for childcare shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

c. 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 expenses if the parent incurring the expenses fails to comply with the foregoing provisions.

d. Each party is ordered to timely pay their portion of the monthly childcare expenses for that month on or before the last day of each month.

41. **TAXES.** Pursuant to Utah Code §81-6-210, unless otherwise agreed in writing by the parties, the parties shall alternate the child tax credits for the minor children as follows:

a. While there are two (2) minor children eligible to be claimed, Jonathon shall be entitled to claim the older child (Ava) as a dependent and shall receive

the child tax credits for her. Christina shall be entitled to claim the younger child (Lana) as a dependent and shall receive the child tax credits for her.

b. When there is only one (1) minor child eligible to be claimed, Jonathon shall be entitled to claim the child as a dependent and shall receive the child tax credits for the child for even-numbered tax years. Christina shall be entitled to claim the child as a dependent and shall receive the child tax credits for the child for odd-numbered tax years.

c. Jonathon must be current on his support obligations as of December 31st of the applicable tax year in order to claim the child tax credit as set forth herein.

d. Each party shall sign and deliver IRS Form 8332 and any other documents necessary to the other party by January 31st of each year.

42. **NO PUBLIC ASSISTANCE.** Neither Mother nor Father has received or is receiving public assistance from the State of Utah.

43. **LIFE INSURANCE.** The parties currently have and maintain a life insurance policy for each of them. The parties are ordered to pay for and maintain their current life insurance policies in the sum of at least \$500,000, naming the other party as the beneficiary of the policy. Neither party shall change the beneficiary of their respective policy.

ASSET, PROPERTY AND DEBT DIVISION

44. **PERSONAL / MARITAL PROPERTY.** The parties have previously made a fair and equitable division of their personal and marital property, belongings and effects.

Both parties are satisfied with that division. Each party is awarded those items of personal property, including but not limited to motor vehicles, currently in their respective possessions free and clear of any claim by the other party.

a. All property of the parties shall be divided equitably between the parties as the parties may agree. If the parties have a dispute that arises over the distribution of other property, the parties shall participate in mediation to reach an agreement.

45. **PERSONAL / MARITAL DEBTS.** The parties have previously paid all their marital debts or have made a fair and equitable division of their marital and personal debts and obligations, as set forth herein.

<i>Debt Description:</i>	<i>Obligation of:</i>
Wells Fargo (Mortgage)	Jonathon
Utah Community Credit Union (HELOC)	Christina
Capital One (Automobile Loan)	Christina

a. Jonathon shall be responsible for the timely payment of the monthly payment on the first mortgage to Wells Fargo, holding Christina harmless therefrom.

b. Christina shall be responsible for the timely payment of the monthly HELOC payment until such time as the marital home is sold or refinanced. Neither party may borrow additional funds from the HELOC account, absent written permission from the other party.

c. Except as set forth herein, each party is ordered to pay the debts they have incurred in their own names and/or for their own benefit during the marriage and

since the date of the parties' separation, December 26, 2025, holding the other party harmless therefrom.

d. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

46. CHECKING AND SAVINGS ACCOUNTS.

a. Each party is awarded the money in their own separate checking and savings accounts.

b. Within fourteen (14) days of entry of the Decree herein, Christina shall pay Jonathon the sum of \$15,000 from her personal savings account as an equalization of the parties' asset/property division.

c. The parties agree to maintain the Zinnia Holdings, LLC joint bank account. This joint bank account shall be maintained for major future expenses for the parties' children, such as weddings, etc. Any withdrawal of funds from this joint account must be agreed upon in writing by both parties. If at any point the parties agree in writing to close the joint account, each party is awarded one-half of the remaining funds in the account upon closing.

d. Except as set forth herein, all other joint bank accounts shall be closed within fourteen (14) days of the entry of entry of the Divorce Decree herein.

47. **NOTICE TO CREDITORS.** The parties shall notify their creditors in writing as to which party shall be responsible for payment of each of the various debts of the parties pursuant to the decree herein; they may do so by providing a copy of the decree to the creditor. The parties shall notify each creditor of both parties' current separate addresses. Said creditors shall, after such notice, provide both parties individually notices, statements, etc. regarding the debt as required by Utah Code Ann. § 15-4-6.5 (1953 as amended)(that statute also imposes some restrictions on creditors' ability to make negative credit reports with respect to a debtor not ordered to pay a joint obligation).

48. **MARITAL HOME.** During the course of the marriage, the parties acquired a marital home located at: 9661 N. Dover Circle, Cedar Hills, UT 84062.

a. Jonathon is awarded the exclusive use and possession of this property, subject to the timely payment of the first mortgage, taxes, insurance, etc. Jonathon shall be solely responsible for any repairs and maintenance on the property during his occupancy, holding Christina harmless therefrom.

b. On or before December 26, 2027, Jonathon is ordered to sell or refinance the home to remove Christina's name from the mortgage and HELOC. Upon sale/refinance, Christina is awarded one-half of the net equity at the time of sale or refinance.

i. If the home is to be sold, Christina shall be the listing agent for the home and shall be entitled to 1.5% agent commissions for the sale. Both parties shall fully cooperate with the sale of the home, including, but not limited to, any necessary repairs prior to sale, listing price, acceptance of offers, etc. Upon sale, after paying off the

first mortgage and HELOC, payment of applicable realtor fees, title fees, closing costs, etc., the first \$40,000 of proceeds shall be deposited into the parties' joint Zinnia Holdings, LLC account for future major expenses for the children. All remaining proceeds shall be equally divided between the parties.

ii. If the home is to be refinanced, the home shall be appraised to determine the current value. After the balance of the first mortgage and HELOC accounts are deducted from the appraised value, the parties shall also deduct \$40,000 to set aside for future major expenses for the children. The \$40,000 shall be deposited into the parties' joint Zinnia Holdings, LLC account. Christina shall be then entitled to one-half (1/2) of the remaining equity in the home. Jonathon shall be solely responsible for all refinance expense in the case of refinance. Upon payment of Christina's ½ equity, she shall execute a Quit Claim Deed and any other documents necessary to transfer title of the home to Jonathon.

49. **RETIREMENT.** The parties have retirement accounts to be divided as set forth herein.

a. **URS Pension.** Jonathon was a participant in the Utah Retirement Systems Pension Plan ("Plan") during the parties' marriage. Jonathon did not contribute to the Plan prior to the parties' marriage. Jonathon has not commenced receiving his monthly annuity from the Plan. Christina is awarded 40% of the vested accrued benefit that accrued between the marriage date, August 6, 2002 and the date of entry of the Decree herein. The awarded benefit shall not be calculated using the Woodward Formula. If the Plan allows for a survivor annuity, Christina is awarded a former spouse survivor annuity for the

purpose of protecting her awarded benefit. If the Plan allows for a survivor annuity, the parties shall share the cost associated with the survivor annuity. Christina shall be awarded cost of living adjustments on her awarded benefit. If Christina (i.e., the non-account holder) dies before her benefit commencement, her awarded benefit shall revert to the account holder or be paid to the non-account holder's estate. A domestic relations order will be required. The parties shall share the legal fees and third-party administrative costs associated with the drafting, review, and obtaining approval of the domestic relations order.

b. **URS 401k.** Jonathon was a participant in the Utah Retirement Systems 401(k) Plan ("Plan") during the parties' marriage. Jonathon did not contribute to the Plan prior to the parties' marriage. Christina is awarded 50% of the total vested account balance under the Plan as of the date of entry of the Decree, herein (the "Valuation Date"). This amount shall not be adjusted for market fluctuation from the Valuation Date to the Date of account segregation. There are/are not outstanding loans against the Plan. Any outstanding loans shall remain the account holder's responsibility. Any outstanding loans shall not be included in the account balance when calculating the non-account holder's awarded portion. A domestic relations order will be required. The parties shall share the legal fees and third-party administrative costs associated with the drafting, review, and obtaining approval of the domestic relations order. Jonathon (the account holder) shall provide the non-account holder with a copy of his account statement as of the divorce date within fourteen (14) days of the entry of the divorce decree.

c. ***Intuitech 401(k).*** Jonathon is a participant in the Intuitech 401(k) Plan ("Plan") during the parties' marriage. Jonathon did not contribute to the Plan prior to the parties' marriage. Christina is awarded 40% of the total vested account balance under the Plan as of the date of entry of the Decree, herein (the "Valuation Date"). This amount shall not be adjusted for market fluctuation from the Valuation Date to the Date of account segregation. There are/are not outstanding loans against the Plan. Any outstanding loans shall remain the account holder's responsibility. Any outstanding loans shall not be included in the account balance when calculating the non-account holder's awarded portion. A domestic relations order will be required. The parties shall share the legal fees and third-party administrative costs associated with the drafting, review, and obtaining approval of the domestic relations order. Jonathon shall provide the non-account holder with a copy of his account statement as of the divorce date within fourteen (14) days of the entry of the divorce decree.

50. **COMPULSORY COOPERATION.** The parties shall fully and unqualifiedly cooperate with each other, through counsel or otherwise, as necessary to effect changes and title to property divided hereunder (including, without limitation, the parties' retirement assets), to close all joint banking, charge, or other financial services accounts (including securities accounts), to change the names and responsibilities for payment on charge accounts and other debts and obligations divided herein, and to cooperate in each and every other way necessary and proper to ensure that the terms set forth herein are carried out in every detail as expeditiously as is practicable under the circumstances.

51. **ALIMONY.** Neither party is awarded alimony now or in the future.

52. **NAME RESTORATION.** Prior to the marriage the name of the wife was CHRISTINA MARIE NIELSON and she desires said name to be restored to her.

53. **ATTORNEY FEES / COSTS.** Each party shall be responsible for and pay their own attorney's fees and costs incurred in this action.

54. **RULE 70.** Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and court costs may be awarded against the non-compliant party.

DATED this 27 day of AUGUST, 2026.

BY THE COURT:

JUDGE

Signature of Judge may also be located on the top of first page



Approved as to form and content:

[Signature]
JONATHON ERIC SUDAR
Respondent *pro se*

6-29-2026
DATE

NOTICE PURSUANT TO RULE 7 OF THE UTAH RULES OF CIVIL PROCEDURE:

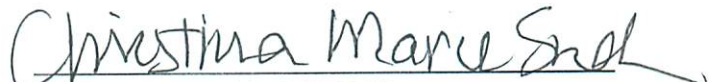
Notice is hereby given that pursuant to Rule 7 of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by the Respondent shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 29 day of June, 2026, I delivered a true and correct copy of the foregoing document to:

JONATHON ERIC SUDAR
Respondent *pro se*
9661 N. Dover Circle
Cedar Hills, UT 84062

Email: jonsudar@gmail.com


CHRISTINA MARIE SUDAR
Petitioner *pro se*

FILED

AUG 11 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY



CHRISTINA MARQUEZ