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

In the Matter of the Marriage of, Gabriela Hernandez Nieto, Petitioner, and Lene Tafilele Hokuli'i Manumā, Respondent.	DECREE OF DIVORCE Case No. 264400858 Judge: Christine Johnson Commissioner: Marla Snow
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This matter, having come before the Court for final disposition pursuant to the parties' Stipulation, and the Court having entered Findings of Fact and Conclusions of Law, it is hereby ORDERED, ADJUDGED, and DECREED:

The Parties

1. Petitioner Gabriela Hernandez Nieto ("Gabriela") and Respondent Lene Tafilele Hokuli'i Manumā ("Lene") are sometimes referred to individually herein as a "Party" and collectively as the "Parties" or the "Parents."
2. The Parties were married on December 4, 2021 in Laie, Hawai'i and are presently married.

3. Until their separation on January 23, 2026, the Parties resided together at 2308 East 830 South Unit 21, Spanish Fork, Utah 84660 (hereafter the "Marital Home").

4. Gabriela continues to reside at the Marital Home, and Lene resides in Lehi, Utah.

5. Each of the Parties is an actual and bona fide resident of Utah County, state of Utah, and has been for at least 90 days immediately preceding the filing of this action.

Grounds for Divorce

6. The Parties' marriage is irretrievably broken with no chance for reconciliation.

7. The Court enters this Decree of Divorce (hereafter the "Decree") dissolving the Parties' marriage on grounds of irreconcilable differences.

Children, Child Custody, & Parent-Time

8. The Parties have as issue of their marriage, and are the legal parents of, one minor child, namely:

Child's Initials	Birth Month & Year
TM (sometimes referred to herein as the "child")	January 2025

9. From the date of her birth until the Parties separated, TM resided with both Parents at the Marital Home, and she continues to reside there with Gabriela.

10. ***Joint Legal Custody.*** It is in TM's best interest that both Parents share certain rights, privileges, duties, and powers pertaining to TM's upbringing. The Court therefore awards joint legal custody of TM to both Gabriela and Lene as specified more particularly in the Parenting Plan that follows.

11. ***Sole Physical Custody.*** The Court awards sole physical custody of TM to Gabriela, subject to Lene's reasonable parent-time as the Parties may agree from time to time.

12. ***Minimum Parent-time.*** If at any time the Parents are unable to agree on a parent-time schedule, Lene's parent-time will be as follows:

(a) Under Five Years Old.

(i) One weekday evening from 6:00 pm until 8:00 pm;

(ii) Every Saturday from 3:30 pm until 6:30 pm;

(iii) Alternating major holidays from 9:00 am until 6:00 pm, which for purposes of this provision are defined as Christmas, Thanksgiving, and any other holiday as agreed by the Parents.

(b) Five to 18 Years Old.

(i) One weekday evening from 6:00 pm until 8:00 pm;

(ii) Every Saturday from 12:00 pm until 6:00 pm;

(iii) When age-appropriate as determined by Gabriela, Lene's weekend parent-time will begin at 12:00 on Saturday and terminate at 5:00 pm on Sunday;

(iv) Alternating major holidays from 9:00 am until 6:00 pm, which for purposes of this provision are defined as Christmas, Thanksgiving, and any other holiday as agreed by the Parents.

Parenting Plan

13. The Parties adopt the "**Advisory Guidelines**" set forth in Utah Code Ann. §81-9-202, in addition to the following specific provisions, as their "**Parenting Plan**." This document will prevail over any conflicting provision in the Advisory Guidelines.

14. **Exchange of and Access to Information.** The Parents will each make a good-faith effort to exchange information concerning the health, education, and welfare of the child. However, the Parents will cooperate to assure that each Parent also has direct access to all information and records pertaining to the child's schooling, childcare, and medical care.

15. **Joint Decisions.** Except as otherwise provided in this Parenting Plan, the Parents will confer before making significant decisions regarding and affecting the child, including, but not limited to, the child's present and future physical care, support, education, physical and mental health care, recreational and extracurricular activities, and religious upbringing. If the Parents reach an impasse on any such issue, Gabriela will have final authority to make any decision regarding or affecting the child.

16. **Routine Decisions; Notice.** Gabriela will make the day-to-day, routine decisions regarding the care, control, and discipline of the child when the child is residing with her, and Lene will make the day-to-day, routine decisions regarding the care, control, and discipline of the child when he is exercising his parent-time. However, each Parent will notify and communicate with the other Parent regarding any significant illnesses, injuries, discipline, or other events experienced by the child while in that Parent's care.

17. **Emergency Decisions; Notice.** In cases of medical or other emergency, either Parent who is physically caring for the child, whether during Gabriela's custodial care or Lene's parent-time, may also make immediate decisions if necessary to preserve or protect the health or

safety of the child, without prior notice to the other Parent. However, in any such case of emergency, the Parent making the emergency decision will notify the other Parent as soon as reasonably practicable regarding the emergency, the current status of the child, and the child's location.

18. ***Unanticipated Decisions.*** Subject to the Parties' obligation to exchange information and to confer regarding all significant decisions regarding and affecting the child, Gabriela will have exclusive final authority to make any decision or exercise any right not specifically addressed or anticipated in this Parenting Plan or in a controlling court order.

19. ***Minimization of Disruptions.*** All decisions made by the Parents, whether mutually or individually, will minimize disruption of the child's attendance at school and other scheduled activities, the child's daily routines, and the child's constructive association and interaction with friends and family.

20. ***Education Plan.*** The Parties adopt the following education plan:

(a) ***Address Governing School Assignment.*** Gabriela's address will determine the school the child will attend unless both Parents mutually agree otherwise.

(b) ***School Access.*** Both Parties will have access to the child during school hours and may check the child out of school. However, neither Party will check the child out of school or disrupt the child's school schedule during the other Party's custodial time or parent-time unless (i) the Parties' parent-time schedule expressly provides otherwise, (ii) the Parties agree otherwise in advance, or (iii) a bona fide emergency involving the health or welfare of the child requires immediate action and advance notice to the other Party is not practicable.

(c) **Educational Decisions.** Educational decisions for the child will be made in accordance with paragraph 15.

21. **Communications with Child by other Parent.** Neither Parent, while the child is in his or her physical care, will prevent communication or interaction between the child and the other Parent at reasonable and age-appropriate times, whether by voice call, text, email, smart-phone application, video conference, or any other reasonable mode of communication. Each Parent agrees, however, to avoid non-emergency communications or interactions with the child that may substantially and unreasonably interfere with the other Parent's custodial time or parent-time or cause unreasonable disruptions to TM's schedule and routine as addressed in paragraph 19. During special and non-routine family, recreational, social, or other events in which the child is participating during a Parent's custodial or parent-time, the other Parent will refrain from non-emergency communications with TM, provided that (a) the other Parent receives advance notification of the event, (b) the event is of particular, non-routine importance to the participating Parent, the child, or both, including family vacations or special family outings outside of the home, and (c) the event is of relatively short duration, defined as no more than five consecutive days. If any such event exceeds five days, the Parent exercising custodial or parent-time with TM will make reasonable accommodations for the other Parent to communicate with TM as provided herein.

22. **Transfer of Physical Custody.** If the Parties cannot otherwise agree, at times of the physical transfer of TM from one Parent to the other, the Parent who is the receiving Parent will provide or arrange for TM's transportation. If anyone other than a Parent or a member of that

Parent's family provides transportation, the Parent will notify the other Parent in advance and exchange all pertinent information with the other Parent.

23. ***Notifications Re: Travel.*** For emergency purposes, whenever the child travels with a Parent, or a Parent consents to the child's travel with anyone else, that Parent will provide to the other Parent an itinerary of travel dates, destinations, and means of contacting the child and the Parent or third party, as applicable, including alternative means of contact if conventional means are unavailable.

24. ***Dispute Resolution Process.*** Prior to requesting the Court to enforce or modify any provision of this Parenting Plan or any provision of the controlling order pertaining to a shared parenting right or responsibility, or to the child, the Parties agree to first engage in mediation in an effort to resolve their disputes, or, if there is consensus at the relevant time, they may use any other dispute resolution procedure, including, without limitation, counseling with mutually trusted friends or family members, with a clergy member or other religious authority, with a licensed therapist or counselor (either individually or jointly), or consulting with a legal professional acting as third-party neutral (hereafter, the "Dispute Resolution Process").

25. ***Dispute Resolution: Limitations, Conditions, and Procedures.*** The Dispute Resolution Process is subject to the following limitations, conditions, and procedures:

- (a) Pursuant to Utah Code Ann. §81-9-203(10)(c)(ii), a Parent is not obligated to use the Dispute Resolution Process if the Court orders otherwise or in circumstances involving (i) an emergency, including an emergency requiring ex parte orders to protect a child, or (ii) a Party's enforcement of any financial support provision in the controlling order.

(b) Otherwise, the Parents will use the Dispute Resolution Process to resolve any dispute pertaining to the interpretation, implementation, or modification of this Parenting Plan or to any other joint custody issue or issue affecting or involving the child.

(c) During the Dispute Resolution Process, the Parents will give preference to the provisions in this Parenting Plan.

(d) A written record will be prepared of any agreement reached and provided to each Party.

(e) If arbitration is ever selected by the Parties, a written record will be prepared and a copy of the arbitration award will be provided to each Party.

(f) If the Court finds that a Parent has used or frustrated the Dispute Resolution Process without good reason, the Court may award attorney fees and financial sanctions to the prevailing Parent.

(g) The Court has the right of review from the Dispute Resolution Process.

26. ***Military Service of a Parent.*** Neither Parent is currently serving in the military. In the event that either Parent serves in the future, the Parties will amend this Parenting Plan consistent with Utah Code Ann. §§81-9-203(16) and 81-10-201, to include provisions that address the foreseeable parenting and custodial issues likely to arise in the event of notification of deployment or other contingency, including long-term deployments, short-term deployments, death, incapacity, and noncombatant evacuation operations.

27. ***Relocation of a Parent.*** If either Parent moves 150 miles or more from the other Parent, the moving Parent will comply with the relocation provisions set forth in Utah Code Ann. §81-9-209.

Child Support

28. Gabriela earns monthly gross income of \$3928 and Lene earns monthly gross income of \$5035.

29. Based on the sole custody child support worksheet, Lene's monthly child support obligation to Gabriela is \$545 beginning the month of July 2026.

30. The Court further orders as follows:

(a) Support will terminate at the time (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United states, or is emancipated.

(b) For purposes other than those specified in Utah Code Ann. §81-7-102(1), child support is payable one-half by the 5th day of each month, and one-half by the 20th day of each month.

(c) Gabriela is entitled to the withholding of the obligor's income for the payment of child support in accordance with Utah Code Ann. Title 26B, Chapter 9.

(d) Lene is responsible for the payment of any associated ORS fees, and if ORS deducts any such fee from any payment to Gabriela, Lene will reimburse to Gabriela the deducted amount.

(e) Child support reductions for extended parent time will be in accordance with Utah Code Ann. §81-6-211.

(f) If the child support order, or any prior modification of the order, has been in effect for at least three years, a Party may move the Court to adjust child support in accordance with Utah Code Ann. §81-6-212(5). Adjustment under this provision requires a difference of 10% or more between the previous support amount and the new amount calculated pursuant the child support guidelines.

(g) Pursuant to Utah Code Ann. §81-6-212(3), either Party may petition the Court to modify the child support order at any time due to a substantial change in circumstances. Adjustment under this provision requires a difference of 15% or more between the previous support amount and the new amount calculated pursuant to the child support guidelines.

Medical/Dental Expenses; Insurance

31. The Parents will provide health care coverage for the medical expenses of the child.

32. Health care coverage will include health insurance for the medical expenses of the minor child if insurance is available at a reasonable cost.

33. If, at any point in time, a child is covered by the health insurance plans of both Parents, the health insurance plan of Lene will be primary coverage for the child and the health insurance plan of Gabriela will be secondary coverage for the child.

34. If a Parent remarries and the child is not covered by that Parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent will be

treated as if it is the plan of the remarried Parent and will retain the same designation as the primary or secondary plan of the child.

35. Each Parent will share equally the out-of-pocket costs of the insurance premium actually paid by a Parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid, which is calculated by dividing the total premium actually paid by the number of persons covered under the policy and then multiplying the resulting product by the number of minor children in the instant case.

36. Each Parent will share equally all reasonable and necessary uninsured and unreimbursed out-of-pocket expenses that are actually paid by a Parent for medical, dental, orthodontia, eye care, counseling, prescription, deductible, copayment, and coinsurance expenses incurred for the child, including any such expenses incurred by a Parent in the event neither Parent is able to secure insurance covering the expense at a reasonable cost.

37. Within 30 days of payment, a Parent who incurs any such expense will provide written verification of the expense to the other Parent, who will remit payment of his or her share to the Parent who paid the expense within 30 days of receipt of the verification.

38. Either Parent may elect to avoid joint obligations for TM's out-of-pocket medical and dental expenses by providing a copy of the Decree to the payee in accordance with Utah Code Ann. §15-4-6.7 and by requesting separate accounting and billing with respect to each Parent's obligations under the Decree.

39. A Parent who maintains insurance for the child will provide verification of coverage to the other Parent upon initial enrollment of the child, and thereafter on or before January 2 of each calendar year if there is a change in the previous enrollment period's coverage

or provider. Notwithstanding, a Parent will notify the other Parent of any change of insurance carrier, premium, or benefits no more than 30 calendar days from the date he or she first knew or should have known of the change.

Childcare Expenses

40. The Parents will share equally the reasonable work-related childcare expenses incurred by a Parent during the Parent's custodial or parent-time. However, if a Parent intends to incur work-related childcare expenses, that Parent will provide reasonable advance notice to the other Parent, who will have the first option to provide such childcare if available to do so or to arrange for a responsible, adult family member acceptable to both Parents to provide childcare at no cost.

41. If an actual expense for childcare is incurred, a Parent will begin paying his or her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, the Parent may suspend making monthly payment of the childcare expense while not incurred, without obtaining a modification of the child support order.

42. A Parent who incurs a childcare expense will 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.

43. A Parent will notify the other Parent of any change of childcare provider or change of the monthly expense no later than 30 calendar days after date on which the change occurred.

44. If a Parent incurring any childcare expense fails to provide to the other Party the verification or notice as provided herein, the Court may deny the Parent incurring the childcare expense the right to receive credit for the expense or to recover the other Parent's share of the expense.

45. A Parent will pay his or her share of childcare payments to the provider directly when possible; if not possible, the Parent will reimburse the other Parent within 30 days of receipt of verification of the childcare expense.

46. Notwithstanding anything herein to the contrary, a Parent is not required to pay for any portion of a childcare expense if the childcare is provided by any family member of the other Parent unless the family member is a bona fide childcare provider duly licensed in the state where the childcare is provided, and in no event will a Parent's childcare payment obligation be more than 50% of the bona fide payments actually paid to any provider by the other Party.

Child Tax Credits

47. For each tax year through and including 2030, Gabriela will claim any child tax credits or other tax benefits pertaining to TM. Thereafter, Lene will claim the child tax credits in odd-numbered tax years and Gabriela will claim the child tax credits in even-numbered tax years.

48. Notwithstanding a Parent's right to claim the child for a given tax year, the Parent (a) may not exercise the right if any child support obligation of that Parent is not current, in which case the other Parent may claim the child for the given tax year; and (b) may not exercise the right if doing so will not result in an actual financial benefit to the Parent, in which case the

Parent will notify the other Parent no later than January 31 of the ensuing year that he or she may claim the child for the prior tax year.

49. If a Parent claims a child in violation of any provision in the Decree, that Parent will either (a) cooperate with the other Parent without unreasonable delay in filing amended tax returns that correct the violation, in which case the violating Parent will pay to the other Parent the reasonable costs incurred in connection with the preparation and filing of his or her amended tax return, if applicable, or (b) will pay to the other Parent an amount equal to the difference between what the other Parent's tax return refund would have been had he or she claimed the child, and the other Parent's actual tax return refund.

50. A Parent who has the right to claim the child for a given tax year may cede the right to the other Parent in consideration of a greater tax benefit to the other Parent and the other Parent's agreement to pay to the Parent holding the right the value foregone by allowing the other Parent to claim the child, or on terms otherwise agreed in a writing executed or acknowledged by each Parent, which agreement will constitute an enforceable obligation between the Parties.

Real Property

51. The Parties jointly own the Marital Home in which Gabriela and TM currently reside and have listed the home for sale.

52. To accept an offer to purchase, the Parties must both consent.

53. Upon sale, Gabriela will receive the first \$10,800 of the net sales proceeds, and the Parties will equally divide any remaining balance.

54. The Parties will work together to minimize the costs associated with the sale, including negotiated sales commissions and all closing costs, and to thereby maximize the net sale proceeds for their mutual benefit.

55. Although unexpected, if for any reason the sum of the outstanding mortgage payoff and all closing costs exceeds the sale price, the Parties will contribute equal amounts at closing to cover the deficit unless otherwise mutually agreed or negotiated with the lender.

56. The first \$10,800 of net sales proceeds payable to Gabriela is material to the Parties' overarching property settlement; therefore, if for any reason the net sale proceeds are less than \$10,800, Lene will pay to Gabriela the difference between \$10,800 and the net sale proceeds at the rate of \$1000 per month unless and until the balance is less than \$1000, with a final monthly payment equal to the remaining balance. The payment under this paragraph, if applicable, will begin the month following the sale of the home.

Personal Property

57. ***Separate Property.*** The Court awards to each Party his or her separate property not otherwise expressly awarded herein, including, without limitation, all property acquired by the Party prior to the marriage and any proceeds thereof, and all property acquired by the Party during the marriage through gift, inheritance, or personal injury settlement.

58. ***Tangible Household Property.*** During the marriage, the Parties have acquired certain items of tangible household property, which the Court should award as follows:

- (a) The Court awards to each Party his or her respective items of clothing and personal effects;

(b) The Parties have either already divided to their satisfaction, or will divide, all household furniture, decor, electronics, kitchenware, and other tangible household property. The Court therefore awards the Parties' tangible household property as the Parties agree. In the event of any unresolved disputes regarding a fair allocation of tangible household property, the Parties will attempt to resolve their differences by mediation. If mediation fails, either Party may petition the Court for modification and the entry of specific, equitable orders allocating any property that remains in dispute.

59. **Vehicles.** The Parties own certain vehicles, which the Court awards as follows, free and clear from any claim by the other Party:

1. Vehicle	2. Title Owner	3. Awarded to
4. 2016 Hyundai Sonata Sport	5. Lene	6. Lene
7. 2024 Mazda CX-90	8. Gabriela	9. Gabriela

60. **Financial Accounts.** The Parties own certain financial accounts, and all amounts therein are awarded as follows, free and clear of any claim by the other Party:

10. Bank/Account	11. Account Identifier	12. Owner	13. Awarded to
14. UCCU Checking	15. xxx0360	16. Gabriela	17. Gabriela
18. UCCU Checking	19. xxx9482	20. Gabriela	21. Gabriela
22. UCCU Checking	23. xxx3550	24. Joint	25. Gabriela

26. UCCU Savings	27. xxx3530	28. Joint	29. Gabriela
30. UCCU Checking	31. xxx4020	32. Lene	33. Lene
34. UCCU Savings	35. xxx4020	36. Lene	37. Lene
38. Pearl Hawaii Checking	39. xxx8600	40. Lene	41. Lene
42. Pearl Hawaii Savings	43. xxx8600	44. Lene	45. Lene

61. Until the Marital Home is sold, Gabriela will keep the UCCU joint checking account open, from which the mortgage payment is debited each month, and Lene will also deposit into that account his monthly spousal support obligation as provided in paragraph 68.

62. ***Retirement Accounts.*** During the marriage, the Parties have funded certain retirement accounts in their respective names. The Court orders that each Party will retain his or her retirements accounts free and clear from any claim by the other Party. Specifically, the entire balance of Gabriela's NuSkin 401(k) is awarded to Gabriela and the entire balances of Lene's Amazon.com 401(k) and his Primerica Roth IRA are awarded to Lene.

Debts

63. During the marriage, the Parties have acquired certain debts, either jointly or in the individual name of a Party, and the Court allocates responsibility for the repayment of such debts as follows:

46. Description	47. Creditor	48. Current Obligor	49. Responsible Party
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50. 1st Mortgage 51. (Marital Home)	52. Lakeview Loan Services	53. Joint	54. Paid from joint bank account managed by Gabriela (see paragraph 61), in which Lene will deposit monthly spousal support (see paragraph 68) until property is sold.
55. Auto Loan 56. 2024 Mazda CX-90	57. Mazda Financial Services	58. Gabriela	59. Gabriela

64. The Parties have multiple credit card accounts, either as joint obligors or in the individual name of a Party, with no balances other than current charges that are paid in full each month. Each Party is responsible for the payment of any such charges that the Party incurred.

65. The Parties agree to cease making charges to any joint credit card accounts and to either close all such accounts or, if feasible, convert them into the sole account of a Party as the Parties may agree.

66. Each Party will be solely and exclusively responsible for the payment of all other debts not referenced or disclosed herein, whether individual or joint, which that Party incurred.

67. In accordance with Utah Code Ann. §15-4-6.5, the Parties will notify each creditor that has issued any joint obligation to the Parties of the Court's allocation of responsibility for repayment by providing the creditor a copy of the Decree, and will also notify the creditor of the Parties' separate and current addresses where the creditor may send all

statements, notices, payment demands, and other similar correspondence to each Party independently.

Alimony

68. The Court awards monthly alimony to Gabriela in the amount of \$1162, representing one-half of the monthly mortgage payment on the Marital Home until the home is sold. Lene's alimony obligation will begin with the mortgage payment due on August 1, 2026.

69. Alimony will terminate upon sale of the marital home if not earlier terminated pursuant to Utah Code Ann. §81-4-505.

Miscellaneous

70. ***Further Assurances and Cooperation.*** Each Party will take whatever actions and sign whatever documents as may be reasonably necessary to effectuate the provisions of the stipulated Decree. If a Party fails to take such action, the other Party may seek relief pursuant to URCP 70.

71. ***Attorney Fees.*** Each Party will bear his or her own attorney fees and costs incurred in this matter.

72. ***Final Stipulation.*** The Stipulation embodies the entire agreement and understanding of the Parties, and any oral or written agreement or understanding that is not included in the Stipulation will have no legal force or effect. The Parties understand that by signing the Stipulation they have given up the right to have the issues decided by the Court at a trial based on all evidence presented, and they have each expressly waived that right. The Parties are satisfied that the Stipulation represents a fair and reasonable resolution of this matter, and the

Stipulation constitutes an enforceable agreement between the Parties upon which this Decree of Divorce is based.

73. **Full Disclosure.** Each Party has warranted to the other that he or she has made complete, accurate, and current disclosures of all income, assets, and liabilities, and the property referred to in the Stipulation represents all marital property in which the Parties jointly, or either of them individually, have any interest or right, whether legal or equitable. Each Party understands and agrees that any deliberate failure to provide complete disclosure may constitute perjury and may constitute grounds for the Court to enter further equitable orders based on any undisclosed income, assets, or liabilities.

----- **End of Order** -----

Signature at Top of First Page

Approved as to Form:

/s/ Brock Wamsley (signed with permission)

Brock Wamsley

Attorney for Respondent