The Order of the Court is stated below:
Dated: October 20, 2026 08:49:35 AM **/s/** TONY F GRAF JR
District Court Judge

Darin S. Featherstone --13209
FEATHERSTONE FAMILY LAW, P.C.
686 E. 110 S., Suite 204
American Fork, Utah 84003
Telephone: 801-824-6130
Email: darin.featherstone@featherstonefamilylaw.com
Counsel for Petitioner

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

In the matter of the marriage of

BRIDGER J. TINSLEY,
Petitioner,

and

NICOLLE C. PANDO HUAPAYA,
Respondent.

|
|
|
|
|
|
|
|
|
|

DECREE OF DIVORCE

Case No. 264401492

Judge Tony F. Graf, Jr.

IN THIS ACTION, the parties, having signed a Stipulation for Divorce (the "Stipulation"), consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation;

NOW THEREFORE, in light of the foregoing; and for good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h)..

MINOR CHILDREN

2. The parties have one (1) minor child. There are no other children expected as issue of this marriage. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the name and birth date of the minor child will be submitted to the Court on the Non-public Information – Minors form. The initials, birth month and birth year of the minor child is:

Initials	Date of Birth
T.J.T.P.	June 7, 2024

3. Both parties are awarded joint physical custody on a 50/50 basis. Parent time exchanges will occur weekly on Wednesday evenings at 5 p.m. (from daycare) and will occur with drop off and pick up at school on Wednesday's when the child is attending school.

4. The minor child will attend schools based on an agreement of the parties, in writing. If the parties cannot agree, they will follow the dispute resolution process below in paragraph 14.

5. Both parties are awarded joint legal custody.

6. Each parent will have the right to make day-to-day decisions concerning their child while they are in the care of that parent.

7. Each parent will have the right to make emergency decisions regarding the child's safety or health while they are in the care of that parent. Each parent will notify the other parent immediately in the event of a medical emergency concerning the child.

8. The parties will work together whenever possible and the following provisions will apply: For all other decisions regarding the child, the parties will make a good-faith effort to cooperate and work together to make joint decisions that are in the best interest of their child. The parties will inform each other when issues arise regarding the child and will do so within a reasonable period of time. Both parties will be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party. The parents will discuss with each other significant decisions regarding their child, including, but not limited to, the child's education, medical care, dental care, religious upbringing, and other major parenting issues. Neither parent will make major changes in the child's physical appearance without first discussing the matter with the other parent. This will extend to cosmetic surgery, multiple ear piercings, tattoos, major alterations of hair style, etc. If

the parties are ultimately unable to mutually agree on any issue, then they will attend mediation and both parents will cover the associated costs equally. If mediation is unsuccessful, either parent may then file a motion and the Court will decide the issues based on the best interest of the child and under Utah Rule of Civil Procedure 101.

9. If either party will be late or are unable to be present to pick-up or drop-off the child, then said party will notify the other party as soon as possible to advise and make appropriate alternate arrangements.

10. When the child travels with either parent overnight, all the following will be provided to the other parent at least 72 hours prior to departure: An itinerary of travel dates; Destination; Places where the child or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the child's location.

11. Holidays. Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use the holiday schedule in Utah Code § 81-9-303 as follows (with revisions):

Odd Years	**Even Years**	**Holiday and Time**
Father	**Mother**	**Martin Luther King Jr. Holiday** 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 upon delivering of the minor child to school on the day that school resumes.
Mother	**Father**	**President's Day** (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or

		(b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	**Mother**	**Spring Break** (1) Holiday begins at: (a) the time 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 upon delivering the minor child to school on the day that school resumes.
Mother	**Father**	**Memorial Day** (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.
Mother	**Father**	**Juneteenth National Freedom Day** (1) Holiday begins on Friday at 5:30 p.m. and ends on Saturday at 5:30 p.m., if Juneteenth National Freedom Day is on the day before Father's Day. (2) Holiday begins on Sunday at 8:30 p.m. and ends on Tuesday at 8:30 p.m., if Juneteenth National Freedom Day is on Father's Day or on the day following Father's Day. (3) Holiday begins at 5:30 p.m. on the day before Juneteenth National Freedom Day and ends at 8:30 p.m. on the day following Juneteenth National Freedom Day, unless Juneteenth National Freedom Day is on Father's Day, the day before Father's Day, or the day following Father's Day.
Father	**Mother**	**Independence Day, July 4th** 1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.
Mother	**Father**	**Pioneer Day** (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.
Father	**Mother**	**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 upon delivering the minor child to school on the day that school resumes.
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 that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Mother	**Father**	**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**	**Thanksgiving** (1) Holiday begins at: (a) the time that 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 upon delivering the minor child to school on the day that school resumes.
Father	**Mother**	**First Half of Winter Break**, (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.
Mother	**Father**	**Second Half of Winter Break**(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.
Father	**Mother**	**The day before or after children's birthday** (parent exercising this holiday may choose which day) (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Mother	**Father**	**Children's actual birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Father	**Father**	**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.
Mother	**Mother**	**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.

12. Summer: Either parent may take up to 2 weeks of uninterrupted time each summer. "Uninterrupted time" means parent-time exercised by one parent without interruption at any time by the presence of the other parent. Utah Code 81-9-101(15). Notice of a parent's extended parent-time shall be communicated on or before April 15 of each year. If both parties want extended parent-time during the same time of the summer, the Mother shall have priority in even years and the Father shall have priority in odd years. If only one parent communicates their extended parent-time prior to April 15, then that parent shall have priority for their extended parent-time. If neither parent communicates their parent-time before April 15, then the parent who communicates their parent time first shall have priority for their extended parent-time. Extended parent-time may not override the other parent's holiday parent-time during the summer.

13. The parties will adopt the Advisory Guidelines pursuant to Utah Code § 81-9-202 as their binding Parenting Plan. In addition:

a. If the parties are unable to agree on a drop-off and pick-up location for parent time, then the receiving parent (i.e. the parent who is picking the child up to go with them) will provide the transportation and pick the child up from the other parent's residence;

b. Both parties will have access to the child's school, church, medical and other records and will include the other party as the parent on such records. The parties

shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child are participating or being honored, and both parties are entitled to attend and participate fully;

c. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

d. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the child;

e. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

f. The parties shall share information relating to doctors or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor child;

g. The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of the

change;

h. For emergency purposes, whenever the child travels with either parent, the traveling parent shall inform the other parent regarding logistical details of extended vacations including itinerary and contact information. The vacations may not conflict with the other parent's holiday parent-time, moreover, Mother will not take the child out of the country without express written notice from Father, as explained in detail below;

i. The parties shall work together in a reasonable manner to accommodate each other and to provide the child with consistency and stability;

j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the child;

k. The parties will not put the child in the middle. The parties will not discuss with the child adult issues including any legal or financial related issues with the child;

l. The minor child will not be used as a messenger;

m. The parties shall maintain safe and appropriate sleeping and living accommodations for the child;

n. Neither parent shall question the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

o. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child;

p. The party with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time; and

q. Communication regarding the minor child shall be directly between the parents and shall not involve third parties.

r. Both parents must wait at least four (4) months to introduce a romantic partner to their minor child and may only introduce their child if it is a long-term committed relationship (this four month period will begin no earlier than the date when both parties sign an agreed upon stipulation).

s. Neither parent will allow their minor child to be around third parties who are using or ingesting illegal drugs. If at anytime a third party is using or ingesting illegal drugs, both parents have an immediate duty to remove their minor child from that location.

t. Neither parent will use a third party for childcare who has mental health issues that would directly endanger the child if left alone with that third party.

u. Neither parent will allow their minor child to sleep over at a third party residence

unless both parents agree otherwise in writing.

14. Each party will attend and complete the two-hour course entitled "Divorce Education for Parents" and the one-hour course entitled "Orientation" as required by law. Information and course schedules may be obtained through the clerk of the District Court.

1. If either party subsequently moves more than 35 miles away from the other parent, he or she will comply with the notice provisions of Utah Code Annotated § 81-9-209, including providing sixty (60) days advance written notice of the intended relocation to the other parent. The written notice will contain statements affirming that (i) the parties' parent-time schedule as set forth herein will be followed, and (ii) neither parent will interfere with the other's parental rights as set forth herein.

INTERNATIONAL TRAVEL

2. Both parents will strictly follow all provisions of Utah Code Ann. § 81-12 (the "Uniform Child Abduction Prevention Act"). In addition:

3. Limited Authorization for International Travel. Father's consent to international travel is expressly limited to a temporary vacation by Mother with the minor child to the Republic of Peru for up to two times per year.

4. No Consent to Relocation or Retention Abroad. Father's consent to these temporary vacations shall not constitute, and shall not be construed as:

a. consent to relocation of the minor child outside Utah or the United States;

b. consent to the establishment of a residence or domicile for the minor child in Peru or any other foreign country;

c. consent to any change in the child's habitual residence;

d. consent to the child's enrollment in a school or educational institution outside the United States;

e. consent to the child's remaining outside the United States beyond the return date specified in advance of each vacation;

f. consent to Mother initiating or pursuing foreign custody, guardianship, residency, immigration, citizenship, or similar proceedings affecting Father's parental rights; or

g. a waiver or modification of Father's existing custody, parent-time, decision-making, or other parental rights.

5. Habitual Residence. The minor child's habitual residence immediately before, during, and following the authorized temporary vacations shall remain the United States of America, with the child's home state being Utah.

6. The temporary presence of the child in Peru shall not alter the child's habitual residence, domicile, home state, or permanent residence.

7. Neither Mother's temporary physical custody of the child during the vacation nor Father's consent to the vacation shall constitute consent or acquiescence to a change in the child's habitual residence.

8. Mandatory Return. Mother shall return the minor child to Utah on or before the date and time that both parents agree to prior to each vacation.

9. Mother shall take all actions reasonably necessary to ensure the child's timely return, including maintaining confirmed return transportation.

10. Mother shall not voluntarily cancel, materially alter, postpone, or abandon the child's return transportation except because of a genuine emergency or circumstances outside Mother's reasonable control.

11. If circumstances outside Mother's reasonable control make the scheduled return impossible, Mother shall immediately notify Father in writing and provide documentation establishing the circumstances and the earliest reasonably available alternative transportation.

12. Mother shall arrange for the child's return at the earliest reasonably available opportunity.

13. Wrongful Retention. Any intentional retention of the minor child outside the United States after the authorized return date, except for circumstances specifically permitted by this order, shall constitute a violation of this order and shall be considered retention contrary to Father's custodial rights.

14. Nothing in this Order shall limit Father's right to pursue relief under the Hague Convention on the Civil Aspects of International Child Abduction, federal law, Utah law, Peruvian law, or any other applicable law.

15. Complete Travel Itinerary. No later than 30 days before departure, Mother shall provide Father in writing with a complete travel itinerary including:

a. departure and return dates;

b. airline names;

c. flight numbers;

d. departure and arrival airports;

e. connecting flights;

f. scheduled departure and arrival times;

g. reservation or confirmation numbers, where reasonably available;

h. copies of round-trip airline tickets or confirmed reservations for Mother and the child;

i. every city and region in Peru in which the child is expected to stay;

j. dates the child will be present at each location;

k. names and addresses of all hotels, residences, or other accommodations;

l. telephone numbers for all accommodations, where available;

m. names, addresses, telephone numbers, and relationship to the child of relatives or other individuals with whom the child will reside;

n. Mother's working telephone number while abroad;

o. Mother's email address;

p. any additional means through which Father can reasonably communicate with Mother and the child; and

q. emergency contact information for at least one responsible adult in Peru who knows where Mother and the child are staying.

16. Mother shall promptly notify Father in writing of any material change to this information.

17. Travel Limited to Peru. Mother shall not take the minor child to any foreign country other than Peru during the authorized trips without Father's prior written consent or further order of the Court.

18. Airport connections reasonably necessary to travel to or from Peru are permitted, provided Mother and the child do not leave the international transit area of the connecting airport except when reasonably necessary because of airline operations or an emergency.

19. Passport Disclosure. At least 30 days before departure, Mother shall disclose to Father all passports and travel documents currently held by or available to Mother for the minor child, including:

a. United States passports;

b. Peruvian passports;

c. passports issued by any other country;

d. passport cards;

e. visas;

f. national identity documents capable of facilitating international travel; and

g. any pending application for such documents.

20. Mother shall provide Father with legible copies of each such document.

21. No Undisclosed Passport or Travel Document. Mother shall not apply for, obtain, renew, replace, or facilitate the issuance of any passport, visa, travel document, national identity document, or similar document for the minor child without Father's prior written consent or further order of the Court, except as specifically authorized by this Order.

22. Mother shall not request that another person apply for or obtain such a document on behalf of the child.

23. Mother shall disclose any existing or potential claim by the child to citizenship or nationality of Peru or another foreign country.

24. U.S. Passport Protections. The minor child shall be enrolled in the United States Department of State Children's Passport Issuance Alert Program ("CPIAP"), to the extent permitted by federal law.

25. Mother shall cooperate with all steps reasonably necessary to maintain the child's enrollment.

26. Mother shall not attempt to circumvent, interfere with, or defeat any passport notification or restriction established pursuant to this order or applicable law.

27. Foreign Passport Protections. To the extent legally available, Mother shall execute any documents reasonably necessary to notify the Embassy or appropriate Consulate of Peru that:

a. the child is subject to a Utah custody order;

b. the child's habitual residence is the United States;

c. Father's consent to travel is limited to the specific temporary vacations authorized by this order;

d. Father does not consent to permanent relocation or retention of the child in Peru; and

e. Father does not consent to issuance or replacement of a Peruvian passport or other travel document except as expressly authorized.

28. Mother shall provide Father with copies of any communications with Peruvian governmental authorities concerning the child's passport, citizenship, residency, immigration status, or travel documents.

29. Possession of Passports. Except during specifically authorized international travel, all passports and international travel documents issued in the child's name shall be surrender to Father in odd numbered years, and to Mother in even numbered years.

30. The child's passport and other travel documents shall be released to Mother only sufficiently in advance of authorized international travel to reasonably permit the trip.

31. Mother shall surrender all such documents to Father within 48 hours after returning the child to Utah.

32. No Replacement Passport. Mother shall not report the child's passport lost, stolen, destroyed, or unavailable unless that statement is true.

33. Mother shall not seek an emergency, temporary, replacement, or duplicate passport or travel document for the child for purposes inconsistent with this order.

34. If any passport or travel document is actually lost or stolen while abroad, Mother shall immediately notify Father and the appropriate governmental authorities and provide Father with copies of the resulting reports and documentation.

35. Authenticated/Certified Copies of Court Orders. Mother shall travel with certified or authenticated copies, as appropriate, of:

a. the existing Utah custody decree;

b. this international travel and abduction-prevention order; and

c. any other custody-related order reasonably necessary to demonstrate the parties' respective custodial rights.

36. Neither party shall conceal or misrepresent the existence or terms of these orders to any United States or foreign governmental authority.

37. Notice to United States and Peruvian Authorities. Mother shall cooperate with providing authenticated or certified copies of this Order to:

a. the United States Department of State;

b. the United States Department of State Office of Children's Issues;

c. the Embassy of Peru in the United States;

d. the appropriate Peruvian Consulate;

e. the United States Embassy in Peru; and

f. any other governmental authority reasonably necessary to implement the protections contained in this Order.

38. Proof of compliance shall be provided to Father before departure.

39. Mirror Order / Recognition in Peru. Mother shall obtain advice from qualified Peruvian counsel concerning recognition and enforcement of the Utah custody determination in Peru.

40. If reasonably available, Mother shall obtain an order or other legally effective recognition from the appropriate Peruvian court or authority acknowledging terms materially identical to the relevant provisions of the Utah custody determination and this order.

41. Any foreign proceeding undertaken pursuant to this paragraph shall be solely for recognition and enforcement of the Utah custody arrangement and shall not be used to modify custody, establish Peru as the child's habitual residence, or diminish Father's parental rights.

42. Mother shall provide Father with copies and certified translations of all filings and resulting orders.

43. No Foreign Custody Proceedings. Mother shall not file, initiate, encourage, assist, or participate in any proceeding in Peru or another foreign jurisdiction seeking to:

a. modify custody;

b. restrict Father's parental rights;

c. establish Peru as the child's habitual residence;

d. establish permanent residency for the child inconsistent with this Order;

e. prevent the child's return to the United States; or

f. obtain an order inconsistent with the Utah custody determination.

44. This provision does not prohibit Mother from seeking legitimate emergency medical care or emergency governmental assistance necessary to protect the child from an immediate threat of serious harm.

45. Preservation of Utah Jurisdiction. Nothing about the authorized international travel shall constitute a waiver by either party of Utah's jurisdiction over custody matters.

46. Mother shall not represent to a foreign court, agency, governmental authority, school, healthcare provider, or other person that Father's consent to the vacation constitutes consent to jurisdiction in Peru or consent to permanent relocation.

47. Hague Convention. The parties acknowledge that the United States and Peru are treaty partners under the Hague Convention on the Civil Aspects of International Child Abduction.

48. Nothing in this Order waives any remedy available to Father under the Hague Convention.

49. Mother shall not assert that Father's consent to the temporary vacations constitutes consent or acquiescence to retention of the child in Peru beyond the authorized period.

50. Communication Between Father and Child. While the child is outside the United States, Father shall be entitled to reasonable private telephone and/or video communication with the child.

51. Unless otherwise agreed, Mother shall make the child reasonably available for communication with Father at least once each day, taking into account the child's activities and the time difference.

52. Mother shall not monitor, obstruct, interfere with, disable, or unreasonably restrict such communications.

53. If technical problems prevent a scheduled communication, Mother shall reasonably facilitate replacement communication as soon as practical.

54. Location Information While Abroad. Mother shall keep Father reasonably informed of the child's physical location throughout the trip.

55. If Mother and the child change overnight accommodations from those identified in the itinerary, Mother shall provide Father with the new address and contact information as soon as reasonably practical.

56. Mother shall not intentionally conceal the child's location from Father.

57. No Delegation of Custody Abroad. Mother shall remain responsible for the child's care during the trip and shall not leave the child in Peru while Mother returns to the United States or travels elsewhere.

58. Mother shall not transfer possession or custody of the child to a relative or third party for purposes of facilitating the child's continued residence in Peru.

59. Reasonable temporary childcare during the vacation is not prohibited.

60. Round-Trip Transportation. Before receiving possession of the child's passport for each trip, Mother shall provide documentary proof of confirmed round-trip transportation for both Mother and the minor child.

61. The scheduled return transportation shall terminate in Utah on or before the agreed upon return deadline.

62. Conditions Precedent to Departure. Mother shall not remove the child from the United States unless all conditions imposed by this order have been satisfied.

63. Failure to satisfy a condition precedent means the international travel is not authorized.

64. No Material Change in Travel Plans Without Consent. Mother shall not materially extend the trip, change the return date, travel to another country, or otherwise materially modify the authorized itinerary without Father's written agreement or further order of the Court.

65. Father's agreement to a minor logistical change shall not constitute consent to any other modification.

66. Child's Documents and Records. Mother shall not remove original school, medical, birth, Social Security, custody, or other records from the United States for purposes of establishing the child permanently in Peru, except for documents reasonably necessary for legitimate temporary international travel or emergency medical care.

67. Return of Child and Documents. Upon return to Utah, Mother shall:

a. return the child as required by the existing custody and parent-time orders;

b. surrender the child's passports and other travel documents to the designated custodian within the period specified by this order; and

c. provide reasonable confirmation that the child has returned to Utah.

68. Enforcement Upon Failure to Return. If Mother fails to return the child as required by this Order, Father may immediately seek any relief available under Utah, federal, international, or foreign law, including emergency enforcement of the custody determination and remedies under the Hague Convention on the Civil Aspects of International Child Abduction.

69. Nothing in this paragraph requires Father to wait until any additional period has expired after the return deadline before seeking appropriate legal relief.

70. Attorney Fees and Recovery Expenses. To the fullest extent authorized by applicable law, if Mother's violation of this order results in proceedings reasonably necessary to

secure the child's return or enforce Father's custodial rights, the Court will order Mother to reimburse Father for reasonable attorney fees, court costs, travel costs, translation expenses, investigative costs, and other recovery expenses.

71. This provision does not limit any independent statutory or treaty-based right to recover fees and expenses.

72. No Waiver Through Delay. Father's efforts to negotiate or secure the voluntary return of the child following a violation of this order shall not constitute consent or acquiescence to continued retention abroad or a waiver of Father's custody rights or legal remedies.

73. Written Consent. For purposes of this Order, Father's "written consent" means a written communication clearly identifying the particular proposed action to which Father is consenting.

74. Consent to one modification shall not constitute consent to any other modification or to permanent relocation.

75. Cooperation With Authorities. Both parties shall cooperate with legitimate requests from United States and Peruvian authorities necessary to implement or enforce this order.

76. Nothing in this provision requires Father to consent to issuance of a foreign passport, foreign residency, relocation, or any other action inconsistent with his custodial rights.

77. No international travel with the minor child is authorized unless the conditions precedent established by this order have been satisfied.

CHILD SUPPORT

78. Child support will be ordered according to statute for the parties' one (1) minor child. Currently, the Petitioner's average gross monthly income is approximately $7,800. The Respondent currently runs a social media business but does not earn a regular pay check, as a result, she is currently underemployed. However, she is sound of mind and body and capable of earning no a full-time minimum wage income. As a result, for the purpose of calculating child support, the Respondent shall be imputed an average monthly gross income of $1,257 (statutory minimum wage). Therefore, the Petitioner's child support obligation is $361 per month according to the child support guidelines.

79. Child support will be paid twice a month with one-half of the monthly payment being made by the 5th of each month and the other half of the monthly payment being made by the 20th of each month.

80. In accordance with statute, when 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, the base child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of child due child support. The award may not be reduced by a per-child amount derived from the base child support award originally ordered. However, in this case, since the parties only have one minor child, the child support obligation will be terminated when their child reaches 18 years of age, or when he graduates from high school, whichever occurs later.

81. Both parties will obtain and maintain medical and dental insurance for the minor child if it is available to them at a reasonable cost. If medical and/or dental insurance is available to both parties at a reasonable cost, the party to whom insurance is available that provides the higher level of coverage will obtain and maintain such insurance. If insurance providing an equal level of coverage is available to both parties, the party to whom such insurance is available at a lower total cost will obtain and maintain that insurance. If double covered, Petitioner's insurance will be primary and Respondent's secondary, unless the parties agree otherwise in writing.

82. The parent ordered to maintain insurance will provide verification of the coverage to the other parent upon initial enrollment of the minor child, and thereafter on or before January 2 of each calendar year. The insuring parent will notify the other parent of any change of insurance carrier, premium or benefits within 30 calendar days of the date he/she first knew or should have known of the change.

83. The parties will share equally the child's portion of the monthly health and dental insurance premiums and all reasonable and necessary uninsured medical and dental expenses, including deductibles and co-payments, incurred for the parties' minor child.

84. The parent who incurs medical and/or dental expenses on behalf of the minor child will provide written verification of the cost and payment of medical and/or dental expenses to the other parent within thirty (30) days of payment. Once notified of his/her portion of the medical and/or dental expenses that have been incurred on behalf of the minor child, the

receiving parent shall remit payment within thirty (30) days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party will be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

85. In addition to any other sanctions provided by the Court, either parent incurring medical and/or dental 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 above paragraphs.

86. The parties will abide by the statutory requirements and equally divide the childcare costs of their minor child. Each parent will establish their own separate childcare payments with any childcare provider. The parties may use the same childcare provider but both parents will pay their one-half share separately to that provider and will be separately responsible to the childcare provider for their share. Both parents will provide information to the other parent upon initially engaging a childcare provider. Both parents will provide the name, location, and other information as needed including but not limited to the associated costs. Both parents may then pay their one-half share directly to the childcare provider.

87. Parental care shall be presumed to be better care for the child than surrogate care and the court will encourage the parties to cooperate in allowing the other parent, if willing and able to transport the child, to provide the childcare. "Surrogate care" means care by any individual other than the parent of the child. If a party is working, admitted to a hospital, travels

without the child, or otherwise unable to care for the child, the other party shall have the first right to provide care for the minor child before non-parties are allowed to do so, and both parents shall have an ongoing affirmative duty on each party to give reasonable notice of childcare and a party's availability to provide such, when such care is needed for overnight or longer.

88. Both parents will claim the parties' minor child equally as their dependents for tax purposes. Petitioner will claim the child in even-numbered years and Respondent will claim the child in odd-numbered years. Either party's right to claim the child on tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year. The parties will file taxes jointly for 2025 and divide any refund (or debt) equally, thereafter, the parties will file separately.

89. Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any extracurricular activities in which *both parties agree in writing* that the minor child may be involved. 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. In addition, both parents will ensure that the child attend any and all scheduled activities during their separate parent time.

90. Each party shall assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses incurred during the time leading up to and including high school. 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.

91. If the child takes clothing or other items with them for parent time the receiving parent will ensure that any and all clothing or other items are returned with the child at the end of said parent time.

92. Both parties will be on their own separate cell phone plans should they choose to have one. If the parties agree to provide cell phones for their minor child, the cost of said devices and the cost of service will be shared equally by both parents.

ALIMONY

93. The Respondent is currently running a social media business and is fully capable of supporting herself both now and in the future. As a result, neither party will be required to pay alimony to the other party.

MARITAL HOME & REAL PROPERTY

94. Real Property: During the marriage, the parties purchased a home located at 3692 W 2380 N, Lehi, Utah 84043 (the "Marital Home").

95. The Marital Home will be sold as soon as possible at its current market rate. Prior

to the Marital Home being sold, the Petitioner will pay the mortgage payments, taxes, utilities, and any other associated costs. However, the parties' savings account will pay the September 2026 monthly mortgage payment. When the Marital Home is sold, the Petitioner is awarded any and all equity including but not limited to commissions as his sole and separate property.

96. By no later than September 19, 2026, the Respondent will move out of the Marital Home and ensure that all furniture and belongings are removed from the premises and that the Marital Home is broom swept clean.

MARITAL PROPERTY

1. Petitioner is awarded his personal items, including but not limited to clothing, furniture, electronics, and personal effects. The Respondent is awarded her personal items, including but not limited to clothing, furniture, electronics, and personal effects. The parties' other property will be equitably divided as the parties may agree. If the parties do not agree on an equitable division of their personal marital property, the parties will attend mediation (and both parties will pay one-half each of the associated costs of mediation), if the parties still cannot agree after attending mediation, either party may submit the issue to the Court under rule 101 and the Court will decide on an equitable division of marital property.

2. During the course of the marriage, the parties acquired a vehicle. The parties vehicle, a 2021 Model Y Tesla, is awarded to the Petitioner as his sole and separate property. The Petitioner will pay the loan on this vehicle either in-full with equity from the sale of the Marital Home or he will maintain and pay the monthly payments and keep them current until the loan is

paid off.

97. The parties do not own any retirement accounts in need of dividing.

98. During the course of the marriage, the parties have obtained checking and savings accounts (and other financial and/or investment accounts). Both parties are awarded any accounts that are currently in their sole and separate names. The parties will equally and joint accounts (after the September 2026 mortgage has been paid from the savings account) and close any joint accounts as soon as reasonably practical.

MARITAL DEBT

99. The Petitioner will be fully responsible for any and all debts that he acquires and/or acquired after the parties separation on May 14, 2026. The Respondent will also be fully responsible for any and all debts that she acquires and/or acquired after the parties separation on May 14, 2026. The Petitioner will be fully responsible for all credit card debt (and any other debt) in his separate name or where he is the primary card holder. The Respondent will be fully responsible for all credit card debt (and any other debt) in her separate name or where she is the primary card holder. The parties will share the 2025 tax debt equally. The parties will hold the other party harmless on these debts and ensure that the other party is not charged for or negatively affected in any way by the debt of the other party.

100. Both parties will maintain monthly payments on their assigned debts and ensure that the debt payments are always made on-time and promptly each month. If either party is more than 30 days delinquent on a debt payment and a delinquent payment will damage the other

parties' credit, they must immediately notify the other party and will take every needed or necessary step to solve the issue. Moreover, if either party damages the other parties' credit in anyway, they will pay all associated fees and costs (including attorney fees) to restore the other parties' credit without delay.

MISCELLANEOUS

1.

2. Both parties are restrained from speaking derogatorily or negatively about the other parent (or about their family members, co-workers, friends, business associates, or romantic partners) either in person or on any online or social media platform. The parties will not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from approaching the other parties' residence and from harassing, annoying, threatening one another or otherwise bothering the other party in any way, including online or on social media platforms. Both parties are mutually restrained from allowing or encouraging third parties to do what they themselves are prohibited from doing under this paragraph and have an affirmative duty to use his or her best efforts to prevent third parties from such violations and will remove the minor child from such circumstances. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

3. Prior to a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to resolve the issue through mediation,

for which both parties will share the cost equally, this provision does not apply to enforcement of the Decree.

4. Each party shall be responsible for his or her own costs and attorney's fees.

5. Each party will execute and deliver to the other party any documents necessary to implement the provisions of a Decree of Divorce entered by the court.

End of Order, Court's Signature and Seal in Top Margin

RULE 7(f)(2) NOTICE

Objections to this proposed order must be filed within seven (7) days after service. Petitioner will submit this proposed order for entry upon being served with an objection or upon expiration of the time to object.

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of October 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served via U.S. mail, first class, postage pre-paid, upon the following:

Nicole C. Pando Huapaya
3692 W. 2380 N.
Lehi, UT 84043

/s/ Darin S. Featherstone