The Order of the Court is stated below:
Dated: November 10, 2026 01:29:54 PM **/s/** RYAN P.C. STACK
District Court Judge

Shandi Erickson, LPP #61047
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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the matter of the marriage of: ERIN K. AKINAKA, Petitioner, and TYLER MARCEL AKINAKA, Respondent.	**DECREE OF DIVORCE** Civil No. 254403616 DA Judge: Ryan Stack Commissioner: Dustin Hardy

The above-entitled matter came before the court on the Petitioner's *Petition for Divorce*, the parties' *Stipulation,* and Petitioner's *Declaration of Jurisdiction and Grounds*. The Court, having entered the *Findings of Fact and Conclusions of Law*, now orders that the parties are awarded a *Decree of Divorce* from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved. The Court ORDERS, ADJUDGES, and DECREES:

Jurisdiction and Grounds

1. Erin is a resident of Utah County, State of Utah, and has been for three months immediately prior to filing this action.

2. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over the parties pursuant to Utah Code 81-4-405.

3. Erin and Tyler were married on November 15, 2024 in Provo, Utah and are presently married. The parties separated on or about May 31, 2025 and do not currently reside together.

4. Erin is requesting a divorce on the grounds of irreconcilable differences. Conflicts have arisen between the parties, causing a breakdown of the marriage. There is no reasonable likelihood that the marriage can be repaired, and Erin is entitled to a decree of divorce.

Minor Children

5. The parties have one minor child born as issue of their marriage, to wit:

(a) S.E.A; born December 31, 2020.

Child Custody Jurisdiction

6. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor child and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the child has lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

7. Neither party is receiving any public assistance for the benefit of the dependent child.

Rule 100 Notice

8. The following pending proceeding concerns the custody of, or visitation with, the

children:

a. Court: Provo Judicial District Court
b. Case Name: STATE OF UTAH vs. TYLER MARCEL AKINAKA.
c. Type: Felony – Criminal Trespass with Intent, DV in the Presence of a Child, and Possession of a Controlled Substance
d. Case No.: 261400477
e. Most Recent Order or Action: 24 months probation, 40 hours community service, DV assessment
f. Judge: Christine Johnson

g: Court: Provo Judicial District Court
h: Case Name: STATE OF UTAH vs. TYLER MARCEL AKINAKA.
i: Type: Felony – DV in presence of child
j: Case No: 251402838
k: Most Recent Order or Action: Plea deal – Valley Epic Treatment Program
l: Judge: Christine Johnson

m. Court: Provo City Justice Court
n. Case Name: PROVO CITY vs. TYLER MARCEL AKINAKA.
o. Type: Misdemeanor – Domestic Violence
p. Case No: 251000777
q. Most Recent Order or Action: No contest plea, 30 days jail, probation
r. Judge: Stephen Schreiner

9. Erin has no knowledge of any person who has physical custody of the children or who claims rights of legal custody or physical custody or parent time with the children except for the parties in this matter.

10. Pursuant to Utah Rule of Civil Procedure 100(a), Erin states upon information and belief, that there are no other proceedings for custody, child support, or parent-time, a protective order or a criminal or delinquency case in regard to the above-named child filed or pending in the Juvenile Court of this or any other state.

PARENTING PLAN

11. **Legal Custody:** The parties shall exercise joint legal custody of the minor child. The parent with whom the children are then located shall make day-to-day decisions involving the children and shall make emergency decisions affecting the health or safety of the children. Significant legal decisions including health, education, and religious upbringing shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach agreement, Erin shall make the final decision. If a time sensitive matter is involved, Erin will make the final decision.

12. **Physical Custody**: Erin shall exercise primary physical custody of S.E.A. and Tyler's parent-time shall be as agreed upon by the parties or pursuant to Utah Code 81-9-302.

13. Tyler shall exercise his parent time at his mother's place of residence until such time as Tyler is able to establish a stable and safe residence for S.E.A.; of which Erin approves.

14. Neither parent shall consume drugs or be intoxicated during his or her parent time, nor allow the minor child to be around other individuals who are intoxicated or using illegal substances.

15. Erin may ask for Tyler to take a urine test at any time that Erin suspects that Tyler might be using drugs. Tyler must take the urine test within 24 hours of the request.

16. Erin shall bear the cost of the urine test if it is clean and Tyler shall bear the cost of the test if it is dirty.

17. If Tyler does not complete the test within the specified time period, it will be considered a dirty test.

18. If Tyler tests positive for illegal substances, unprescribed controlled substances, or substances prohibited by the court, his parent-time rights shall be immediately suspended, and is not subject to make up time.

19. Parent-time shall remain suspended until Tyler provides written proof of a negative drug test from a court-approved or mutually agreed-upon testing facility. Upon providing a clean drug test, Tyler may resume in accordance with the original parenting plan, unless otherwise ordered by the court.

20. **Parent Time:** Tyler may exercise parent time every Thursday evening beginning at 5:30 p.m. and ending at 8:30 p.m.

21. In accordance with Utah Code 81-9-302, Tyler may exercise parent time beginning on the first weekend after the entry of the decree, alternating weekends and in accordance with one of the following:

(a) beginning at 5:30 p.m. on Friday and ending on Sunday at 8:30 p.m.; or

(b) beginning at the time that the minor child's school is regularly dismissed on Friday and ending on Sunday at 8:30 p.m.; or

(c) if school is not in session, and in accommodation with Erin's work schedule, beginning on Friday at 8 a.m. and ending on Sunday at 8:30 p.m.

1. **Holidays and Summer Parent Time:** The holiday and summer parent-time visitation shall be as the parties agree. If the parties cannot agree, then holiday parent-time shall be

consistent with Utah Code 81-9-302 as follows, with Erin being designated as the custodial parent:

2. Each parent is entitled to two consecutive weeks of uninterrupted parent time during the summer when the child is not in school.

3. In even-numbered years, Erin has precedence in choosing the dates for her two-week period of aforementioned parent time.

4. In odd-numbered years, Tyler has precedence in choosing the dates for his two-week period of aforementioned parent time.

5. Each parent shall provide notification to the other parent of their chosen dates for consecutive uninterrupted parent time by May 1st each year.

6. If a parent fails to provide notice by May 1st, the complying parent may determine the dates for the other parent's two weeks of extended parent time for summer break.

7. The two consecutive weeks of uninterrupted parent time take precedence over all holidays.

Even Years	Odd Years	Holiday and Time
Mom	Dad	**Martin Luther King Jr. Holiday** (1) Holiday begins at (a) 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.
Dad	Mom	**President's Day** (1) Holiday begins at (a) the time that school is dismissed for President's 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 the day before school resumes.
Mom	Dad	**Spring Break** (1) Holiday begins (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 at 8:30 p.m. on the day before school resumes.
Dad	Mom	**Memorial Day** (1) Holiday begins at (a) the time 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 at 8:30 p.m. on Memorial Day.
Mom	Mom	**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.
Dad	Dad	**Father's Birthday (May 17)** (1) Holiday begins at 3:00 p.m. or at the time school is dismissed. (2) Holiday ends at (a) 8:30 p.m. on May 17th; or

		(b) 8:00 a.m. if there is no school on May 18th.
Dad	Dad	**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.
Dad	Mom	**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 Nation
Mom	Dad	**Independence Day** (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.
Dad	Mom	**Pioneer Day** (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.
Mom	Mom	**Mother's Birthday (Aug 9)** (1) Holiday begins at 3:00 p.m. or at the time school is dismissed. (2) Holiday ends at (a) 8:30 p.m. on August 9th; or (b) 8:00 a.m. if there is no school on August 10th.
Mom	Dad	**Labor Day** (1) Holiday begins at

		(a) 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.
Mom	Dad	**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.
Dad	Mom	**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 3:30 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.
Dad	Mom	**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 at 8:30 p.m. on the day before school resumes.
Mom	Dad	**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.
Dad	Mom	**Second Half of Winter Break** (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.
Dad	Mom	**Day of Child's Actual Birthday** (1) Holiday begins at 3:00 p.m. (2) Holiday ends at 8:30 p.m.
Mom	Dad	**Day Before or After Child's Birthday** (1) Holiday begins at 3:00 p.m. (2) Holiday ends at 8:30 p.m.

1.

29. **Transportation**: The parent beginning his or her parent-time shall be responsible for transportation. If either party is unavailable to personally transport S.E.A. for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected that individual shall immediately provide the other parent with that third party's name and contact information.

30. **Out-of-State Travel:** If either party wishes to take the minor child outside the State of Utah, they will, if possible, inform the other party fourteen (14) days in advance.

Additionally, they shall provide the travel itinerary and arrange for maintaining reasonable contact during the trip. Both parties shall cooperate in obtaining a passport and signing any necessary documentation for the minor child if required for travel. Should S.E.A. obtain a passport, it shall be kept at Erin's place of residence. Erin will provide S.E.A.'s passport to Tyler upon request, after receiving a travel itinerary from Tyler.

31. **Education Plan:** S.E.A. will remain in his current school and feeder school, if possible. If he is no longer able to remain in his current school and feeder school, Erin's home will be designated as the primary residence for the purpose of identifying the appropriate school. Both parents will have access to S.E.A. during school. Erin will have authority to check S.E.A. out of school.

1. **Education Expenses:** In addition to any support obligation, both parties will be equally responsible for any and all of S.E.A.'s educational related expenses. Said expenses include, but are not limited to: enrollment fees, school uniforms, school supplies, tutoring, field trip expenses, school lunches, and any school related activities.

2. **Communication/Exchange of Information**: The minor child shall not be requested to carry messages between the parents. The parties shall share all information about S.E.A. regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions that the other parent may not have access to.

3. **Relocation**: If either party intends to relocate, the parties will follow the process outlined in Section 81-9-209 of the Utah Code.

4. **Extracurricular Activities and Sports**: The parties will equally share the cost of any activities or equipment costs that are incurred for an activity in which S.E.A. is currently enrolled and any future activity that is agreed to in writing by both parties.

5. **Disparaging Remarks**: Each of the parties will refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and will prevent third parties, and S.E.A. from doing so as well.

6. **Restraints Regarding Firearms**: The parties will ensure that S.E.A. is not allowed access to firearms without appropriate supervision. The parties will ensure that all firearms in the parties' residences are secured in a safe, and not accessible to any children.

7. **Special Considerations:**

a. Both parents will have access directly to all school reports including school reports and medical records.

b. Both parents will be listed as "emergency contacts" for medical emergencies with any school, daycare, or any other such providers.

c. Each parent will provide the other with his or her current address and telephone number within 48 hours of any change.

d. The parties will refrain from using any form of corporal punishment. Additionally, they will consult with each other if they encounter discipline issues and strive to create consistency in house rules and discipline techniques.

e. The parties will notify one another of any illness that the children have. They will also keep one another informed of any medications prescribed for S.E.A.

f. In the event of a medical emergency, each party will make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts will include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.

g. Both parties will refrain from involving S.E.A. in "divorce issues." Such issues include, but are not limited to, parent time disagreements; discussions about children support or financial hardships brought about by the divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); and involving S.E.A. as a "messenger" between the parties.

8. **Joint Legal Custody:** The parties will discuss beforehand in a civil and business-like manner all important matters regarding the health, education, and general welfare of the children, and each parent will give due consideration to the other party's point of view. Such important matters include, but are not limited to surgeries or other medical or dental procedures; where the children will attend school; any special education programs the children may enroll or participate in; what extracurricular activities the children will participate in, and to what extent, especially where those extracurricular activities may interfere with a parent's parent

time; any tattoos, piercings, or major changes to the children's appearance; giving the children permission to marry or join the armed forces before age 18; etc.

9. If after due deliberation and discussion the parties are unable to reach an agreement, the parties will follow the dispute resolution plan below.

10. **Resolving Disputes:** When disputes occur, the parties will attempt to resolve those disputes before resorting to any other process, including litigation. If they still cannot reach a decision, the parties will attend mediation before either party seeks judicial intervention.

11. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree of Divorce will not be affected.

Child Support

12. **Prior Child Support Obligations:** Tyler currently pays court-ordered child support for minor child, P.J.C.L., born December 5, 2011, pursuant to the parentage decree *Ferris v. Foltrauar-Lair* entered in the Utah Fourth District Court, case 224401339 (ECF #45 paragraph 14) on December 15, 2022.

13. **Calculation Impact:** The parties acknowledge and agree that the ongoing, verified child support payment of $491 per month paid by Tyler for P.J.C.L. shall be deducted from his gross monthly income, prior to calculating the child support obligation for the minor child S.E.A. in the aforementioned matter, pursuant to Utah Code Ann. 81-6-204.

14. **Treatment of Arrears:** The parties acknowledge that Tyler is currently in arrears on the prior order concerning P.J.C.L. and, as of October 5, 2026, is paying an additional $245 per month toward those arrears pursuant to Utah Office of Recovery Services case number C001713581. The parties expressly agree that any payments made toward past-due arrears or interest shall not be deducted from Tyler's gross income or credited against the child support calculation for S.E.A.

15. **Child Support**: For purposes of child support calculation, each parent shall be imputed at the standard forty-hour work week. Erin currently makes $19 an hour and the parties agree that she shall be imputed a gross monthly income of $3293 for the purposes of calculating child support. Tyler's income historically ranges between $12 to $28 an hour. The parties agree that Tyler shall be imputed $15 an hour for a gross monthly income of $2600 for the purposes of calculating child support.

16. The sole custody worksheet shall be used to calculate child support. In accordance with Utah Code 81-6-203 and the sole custody worksheet, after consideration of previously ordered child support in the amount of $491 a month, Tyler shall be ordered to pay child support to Erin for the parties' child in the amount of $277 per month.

17. Upon the termination of child support for minor child P.J.C.L. referenced in case 224401339, after child becomes 18 years of age or has graduated from high school during his normal and expected year of graduation, whichever occurs later, previously ordered child support for P.J.C.L. shall no longer be factored in determining child support for S.E.A. On the first month

that P.J.C.L. is no longer eligible for child support, Tyler shall pay Erin $326 per month or an amount pursuant to the current Utah Code 81-6-204 child support calculations.

18. The support of S.E.A. shall continue until he is 18 years of age or has graduated from high school during his normal and expected year of graduation, whichever occurs later.

19. All non-garnished monthly payments of child support, maintenance or alimony provided in the final Decree shall be due on the first day of each month.

20. On or before the first (1st) of each calendar month, Tyler shall pay the monthly child support amount directly to Erin in a manner designated by Erin. Erin may utilize the Office of Recovery Services to collect child support if she so chooses.

21. Should Erin choose to utilize the Office of Recovery Services to collect child support, Tyler shall be required to pay any and all payment processing fees and annual collection fees.

Health Care Coverage and Medical Costs

22. **Medical Insurance Coverage**: Erin shall be responsible for maintaining health insurance for S.E.A. unless the parties agree that Tyler can provide better coverage at a reasonable cost.

23. If at any time the minor child is covered by the insurance plans of both parents, Erin's plan shall be designated as primary coverage and Tyler's plan shall be secondary coverage for S.E.A.

24. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation for primary or secondary insurance as described above.

25. The party who carries the insurance on S.E.A. shall provide verification of coverage each year to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., within seven (7) days upon initial enrollment or continued enrollment of each calendar year. That party shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

26. **Medical Insurance Premiums**: In accordance with Utah Code 81-4-501(2)-(4), both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of the insurance. The child's portion of the premium is a per capita share of the premium and is calculated by dividing the premium amount by the number of persons covered under the policy. The insurance premium may be automatically added to or subtracted from the child support obligation above.

27. **Out-of-Pocket Medical Expenses**: Each party shall pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of S.E.A. including, but not limited to: out-of-pocket costs actually paid by either parent for S.E.A. including deductibles and co-payments incurred for the child.

28. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for S.E.A. shall provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent shall reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

Debts and Obligations

29. During the course of the marriage, the parties acquired certain debts and obligations. Erin is unaware of any joint debts. Each party shall be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt shall be responsible and liable for it.

Non-Military Retirement Accounts, Pensions, and Related Assets

30. The parties have acquired no interest in any 401k accounts, IRA accounts, pension, or profit-sharing plans during the course of the marriage.

Personal Property

31. During the course of the marriage, the parties acquired certain items of personal belongings. The parties shall be awarded said property as it has been previously divided on, or about, May 31, 2025.

32. Erin shall be awarded the 2019 Honda Passport and shall be solely responsible for any and all debt associated with aforementioned vehicle.

33. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

34. **Secured Debt**: Each party being awarded property shall also be solely responsible for any debt associated therewith.

Real Property

35. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

Business Interests and Related Assets

36. **Businesses**: During the course of the marriage, the parties have not acquired an interest in any business entities.

Alimony

37. **Alimony**: Both parties to this action are able-bodied and employable, and neither party shall be awarded any alimony from the other, and shall forever waive any such claim.

Personal Conduct

38. Both parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another. Phone calls or texts to the other parent or minor child shall occur within reasonable hours.

Taxes

39. Erin shall claim S.E.A. as a tax exemption and be awarded any tax credits related to the child for the purpose of calculating her State and Federal income taxes each and every year.

Attorney's Fees

40. Each party shall assume his/her own attorney's fees and costs incurred in prosecuting this action.

41. If Tyler violates any terms of the Decree, once approved by the Court, and should court action become necessary, Tyler should pay Erin's attorney's fees necessary to enforce the Decree of Divorce and any other orders of the Court.

Other

42. Restoration of Name: Tyler shall be restored the use of his former name, "Foltrauer - Lair" if and when Tyler so desires.

Enforcement and Non-Waiver

43. A party's failure to comply with any provision does not release the other party from their obligations.

44. All provisions remain enforceable unless modified by written agreement or court order.

45. **Disclosure**: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have

any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

****SIGNATURE OF COURT AT TOP****

NOTICE

PLEASE TAKE NOTICE that above and foregoing DECREE will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, plus (7) days for mailing, if applicable, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7.

APPROVED AS TO FORM:

Dated: November 6, 2026

/s/ Tyler Marcel Akinaka
Tyler Marcel Akinaka, *pro se*

(Electronically signed by Shandi Erickson with permission from Tyler Marcel Akinaka)

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via electronic mail, a true and correct copy of the foregoing *Decree of Divorce* on this 5th day of November, 2026 to the following:

Tyler Marcel Akinaka
Tmflair17@gmail.com

/s/ Shandi Erickson
Shandi Erickson
Licensed Paralegal Practitioner
Counsel for Erin Akinaka