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Attorney for Respondent

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

In the matter of the marriage of

DUYGU ERUNSAL,

and

ALPER ERUNSAL.

DIVORCE DECREE

Civil No.: 264700501

Judge: Jennifer Valencia

Commissioner: Julie Winkler

This matter came before the Court on the Counterpetition for Divorce filed by ALPER ERUNSAL (“**Alper**”) against DUYGU ERUNSAL (“**Duygu**”). The Court, having reviewed the pleadings and having entered its Findings of Fact and Conclusions of Law, for good cause appearing, ORDERS, JUDGES, and DECREES as follows:

The parties are hereby granted a divorce, and their marriage is hereby dissolved upon the entry of this Decree, on the grounds that the parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible, as well as cruel treatment against Alper by Duygu, to the extent of causing bodily injury or great mental distress to Alper.

MINOR CHILDREN

1. The parties have one minor child (“**Minor Child**”):

a. A.E., born June 23, 2024

CUSTODY, PARENT TIME, AND PARENTING PLAN

2. Alper is awarded sole physical and sole legal custody of the Minor Child.

3. Given Duygu’s history of domestic violence, she is required to comply with any sentencing or probation requirements from her criminal case(s), undergo any necessary therapeutic treatment, and have only supervised parent-time with the Minor Child. Once she does so, she is awarded the minimum parent-time as the non-custodial parent under Utah Code 81-9-304 or 302, as applicable, given the age of the Minor Child.

4. Travel for parent-time exchanges shall be the responsibility of the parent initiating his or her parent-time. Exchanges shall occur curbside.

5. Holiday parent-time shall be as the parties agree. If the parties do not agree, then they are awarded parent-time as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Duygu	Alper
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 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 President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Alper	Duygu

Spring Break	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Duygu	Alper
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Alper	Duygu
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Duygu	Duygu
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Alper	Alper

Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Alper	Duygu
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Duygu	Alper
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Alper	Duygu
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Duygu	Alper
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Alper	Duygu
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Duygu	Alper

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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Alper	Duygu
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Duygu	Alper
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Alper	Duygu
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed 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 7 p.m.	Duygu	Alper
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Alper	Duygu

Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Alper	Duygu
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Duygu	Alper

6. Extended parent-time when the Minor Child is not in school shall be as the parties agree. If the parties do not agree, extended parent-time during when the Minor Child is not in school shall be pursuant to Utah 81-9-302.

7. Should one party move 150 miles or more from each other, then the parties shall comply with the relocation provisions contained in Utah Code 91-9-209.

8. Decision-making: Alper is awarded sole decision-making authority on major aspects of the Minor Child's life.

9. Each parent will make day-to-day decisions for the Minor Child during the time they are caring for the Minor Child. Either parent may make emergency decisions affecting the health or safety of the Minor Child. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

10. Dispute resolution: Neither party shall bring a dispute before the Court without first making one good-faith attempt to mediate with a mutually agreed-upon mediator. The mediator's fees shall be split equally between the parties.

11. Education Plan: Alper's residence shall be used to determine the school district for the Minor Child. Both parents have the authority to check the Minor Child out of school and have access to the Minor Child during school hours and during his or her designated parent-time.

12. The parties will permit and encourage unmonitored virtual parent-time with the parent who is not exercising his or her parent-time. Virtual parent-time shall occur at reasonable times, frequency, and durations.

13. Record and information sharing: both parents will have access to records and the ability to consult with providers regarding education, childcare, and health care

14. Travel: Neither party may engage in non-routine travel with the Minor Child without the written consent of the other party or an order of the court unless the following information has been provided to the other party:

- a. an itinerary of travel dates and destinations;
- b. how to contact the child or traveling party; and
- c. the name and telephone number of an available third person who will know the child's location.

15. Restraints: Each party is permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place. If a parent fails to comply with a provision of the final Decree, the other parent's obligations will not be affected.

16. Neither parent shall impose corporal punishment on the Minor Child.

17. Neither party will allow romantic partners to spend the night when the Minor Child are in their custody unless the party is in a committed relationship with the romantic partner.

18. Each party is permanently restrained from discussing adult issues with the Minor Child, including finances, the status of this divorce case, or disagreements regarding parent time issues, etc.

19. Each party is permanently restrained from saying or doing anything negative, demeaning, disparaging, or derogatory against the other in the presence of the Minor Child. Neither party may attempt to influence a child's preference regarding custody or parent-time or say or do anything that would tend to diminish the love and affect the Minor Child for the other party. The parties must also remove the Minor Child from the presence of any other person engaging in any of the above-mentioned behaviors.

20. Except for emergencies, the parties shall communicate solely through the Talking Parents co-parenting app. The parties shall equally share the subscription costs.

21. The parties will raise the Minor Child with Turkish and Islamic culture in the USA.

CHILD SUPPORT

22. Child support should be ordered consistent with the statutory Utah Child Support Guidelines.

23. Duygu earns or is capable or earning \$5,000/month in gross income, based on her education, work experience, and earning capabilities.

24. Alper is employed and earns approximately \$7,706/month in gross monthly income.

25. Based on a sole custody worksheet, Duygu owes Alper \$478/month in child support.

26. Child support for a Minor Child terminates at the time: (1) a Minor Child becomes 18 years old or has graduated from high school during the Minor Child's normal and expected date of graduation, whichever occurs later; or (2) a Minor Child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. As each child ages out of child support, the child support award will automatically adjust without the need for further court order.

27. Child support shall be payable in two equal monthly installments payable on the 5th and 20th day of each month by direct deposit.

28. The parties may utilize the Office of Recovery Services to collect child support, with Duygu bearing any fees or costs associated therewith.

29. The parties shall share the cost of school fees and extracurricular activities for the Minor Child.

a. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any mutually agreed extra-curricular activity expenses for the Minor Child. The party incurring an such mutually agreed-upon expense 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. Both parties must ensure the Minor Child participates in

any extracurricular activities, even if the activity occurs when party has parent-time or otherwise has physical custody of the Minor Child. For any extra-curricular expense that is not mutually agreed, one party may still sign the Minor Child for the activity, but that part is solely responsible for paying all fees associated with the activity, and the non-agreeing party is not required to facilitate the activity on his or her parent-time.

INSURANCE AND MEDICAL EXPENSES

30. The parties' Minor Child need health insurance and Alper will continue to carry the Minor Child on her health insurance plan so long as it is available at a reasonable cost.

31. If the Minor Child are covered by the medical insurance plans of both parents, the insurance plan of Alper will be primary coverage for the Minor Child and the insurance plan for Duygu will be the secondary coverage for the Minor Child. If a parent remarries and the Minor Child is not covered by that parent's medical insurance plan but is covered by a step-parent's plan, the 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 Minor Child. Parties will provide verification of coverage upon initial enrollment of the dependent Minor Child, and thereafter, on or before January 2nd of each calendar year. Parties will be required to provide notice of any change of insurance carrier, premium, or benefits within thirty calendar days of the change.

32. Each parent will give the other parent a duplicate insurance card to present to medical providers for care.

33. The parties shall equally share the actual out-of-pocket costs of the medical, dental, or optical insurance premiums for the Minor Child, including deductibles and co-

payments incurred on behalf of the Minor Child. The Minor Child's portion of the premium shall be calculated as a the pro-rata portion of the entire premium.

34. Each party is responsible for one-half of all reasonable medical, health, dental, and optical expenses not covered by health insurance and incurred for the parties' Minor Child.

35. The parent who incurs medical, dental, or optical expenses shall provide written verification of the cost and payment of the expense to the other parent within 30 days of payment. The non-paying parent is required to remit payment of their one-half share within 30 days of receipt of the verification.

FEDERAL AND STATE INCOME TAXES

36. Alper shall claim the Minor Child as a dependent every year on his taxes.

ALIMONY

37. Neither party is awarded alimony, and both parties forever waive any claim for alimony.

REAL PROPERTY

38. Alper is awarded all interest, title, and value in the real property located at 1334 Mountain Crest Drive, Woods Cross, Utah 84087.

PERSONAL PROPERTY

39. The parties are entitled to their own separate property acquired before the marriage or through gift or inheritance acquired at any time.

40. Alper is awarded the 2024 Hyundai Santa Cruz car and 2004 Mercedes car free and clear from any claim from Duygu and is responsible for any current or future expenses associated therewith.

41. Alper is awarded all items contained in his America First vault/safe deposit box.

42. All other personal property shall be divided as the parties can agree. If they cannot agree, then Alper shall prepare a list dividing the personal property into two groups, and Duygu shall choose which group is awarded to each party.

DEBTS

43. The parties shall equally split the balance on the Bank of America credit card, account ending in 2576.

44. The parties should equally split the bankruptcy debt in Alper's name.

FINANCIAL ACCOUNTS

45. Alper is awarded the America First Credit Union accounts ending in 5336 and 6380, and all funds therein.

46. Alper is awarded the Edward Jones Hartford SMART529 Plan account ending in 09-1-2.

47. Alper is awarded his Cash Capp Investing account ending in 3474.

STOCKS AND MUTUAL FUNDS

48. Alper is awarded any stocks and mutual funds in his name.

RETIREMENT ACCOUNTS

49. Alper is awarded his Edward Jones Roth individual retirement account ending in 20-1-6, and his Edward Jones individual retirement account ending 25-1-2.

50. Alper is awarded his Albertson 401(k) account and all funds therein.

51. Duygu is awarded her Edward Jones Roth individual retirement account, and all funds therein.

BUSINESS INTERESTS

52. Alper is awarded the business ADA Global and all value therein.

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Respectfully submitted by:

ROBERTSON ALGER & SPJUTE

/s/ Travis J. Robertson

TRAVIS J. ROBERTSON, ESQ.

Attorney for Respondent