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Attorney for Petitioner

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

In the matter of the marriage of MARGARET FALASCHI, Petitioner, and DEVIN FALASCHI, Respondent.	DECREE OF DIVORCE Case No. 264700171 Judge Michael D. DiReda Commissioner Julie Winkler
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WHEREFORE, the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation and Settlement Agreement, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged and decreed as follows:

1. Residency. Devin has been a bona fide resident of Davis County, State of Utah, and/or has been for three months immediately prior to the filing of this action.
2. Marriage Information. The parties were married in Tacoma, Washington on July 21, 2007. The parties separated on June 1, 2024.

3. Grounds. The parties are awarded a Decree of Divorce from each other based on the grounds of irreconcilable differences which have made it impossible for the marital relationship to continue.

4. Children. The parties have one minor child born to them as issue of their marriage, to wit: S.M.F., born January 2009. The parties also have one adult child.

5. 1Home State. Utah is the Home State of the minor child, pursuant to the Utah's Uniform Child Custody Jurisdiction and Enforcement Act and there are no other proceedings involving the custody of the minor child that are pending or that have been filed in this court or any other court.

6. Legal Custody. The parties are awarded joint legal custody of their minor child pursuant to the provisions of the parenting plan set forth herein.

7. Physical Custody. Devin is awarded sole physical custody of the parties' minor child.

8. Parent Time. In July 2025, Margaret relocated to Oregon due to her employment. Devin resides in South Weber, Utah. Parent-time with the minor child shall be as the parties can agree. If the parties cannot agree, parent time shall be pursuant to Utah Code § 81-9-209 as follows:

- a. In years ending in an even number, Margaret shall be entitled to:
 - i. Thanksgiving holiday with the minor child beginning Wednesday until Sunday; and
 - ii. Spring break beginning the last day of school before the holiday until the day before school resumes

- b. In years ending in an odd number, Margaret shall be entitled to:
 - i. the entire winter school break period with the minor child; and
 - ii. the Fall school break beginning the last day of school before the holiday until the day before school resumes.
- c. Margaret shall be entitled to one weekend per month, at her option and expense.
- d. Margaret shall be entitled to extended (summer) parent-time equal to 1/2 of the summer or off-track time for consecutive weeks.
 - i. For summer 2026, Margaret plans on having parent time with the minor child from June 1, 2026 through June 14, 2026 and one week later in the summer.
- e. Devin shall be entitled to all other parent time not specifically allocated to Margaret.
- f. Margaret, as the relocating parent, shall be responsible for travel expenses for holiday and weekend parent time. The parties shall equally share the travel expenses for extended (summer) parent time.

9. Reasonable Accommodations. The parties shall reasonably accommodate schedule changes in the event of unforeseen circumstances related to parent time.

10. Parenting Plan.

- a. Day to Day Decisions. The party with the parent-time shall have the authority to make all of the day-to-day decisions for the child.
- b. Medical Decisions.

- i. The parties shall continue to use the child's current primary physician and specialists that the physician recommends.
 - ii. Either parent shall be allowed to enroll the child in therapy and/or counseling.
 - iii. Emergency and sick care shall be attended to by the parent who is exercising the parent time. In case of emergency, the parent shall notify the other parent within 30 minutes of scheduling the doctor visit so that each party may be able to attend the appointment if possible. In case of non-emergency issues, the parent shall notify the other parent as soon as reasonably practicable.
- c. Telephone and Virtual Contact with the Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges, text messages, phone calls and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.
- d. Records. Both parties shall have access to the child's school, church, and other records involving the child and shall include the other party as the parent on such records.
- e. Travel. For emergency purposes, whenever the child travels with a parent away from the home overnight, the parent shall provide the following information to the other parent with as much notice as possible:

- i. An itinerary of travel dates;
 - ii. Destination;
 - iii. Places where the child or traveling parent can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the child's location.
- f. Child's Passports. If a child needs a passport, the parties shall cooperate in obtaining a valid passport. The child's passports shall be held by Devin, unless Margaret needs it for foreign travel with the child.
- g. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in. The parties may use a google calendar, or other calendar mutually agreed in writing, to share the child's schedules. Each parent is entitled to be at and participate in the child's events, regardless of who is exercising parent time.
- h. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.
- i. Mutual Restraining.
 - i. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from

the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

- ii. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child are with the other parent and from allowing any other person to do so.
- iii. The parties shall not use their child to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the child or at any child's activity.
- iv. The parties shall 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 harassing, stalking, or threatening the other party.
- v. Both parties are restrained from using the name, likeness, image, identification, or credit of the other party for any purpose.
- vi. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

j. Advisory Guidelines. The parties shall abide by the advisory guidelines set forth at Utah Code Ann. § 81-9-202, unless they conflict with other orders herein.

k. Extracurricular Activities. Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

l. School Costs. As long as Devin has sole physical custody, he shall be ordered to assume and be responsible for any out-of-pocket school expenses (i.e. registration, school sports, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school for the minor child.

m. Education Plan: Pursuant to Utah Code Ann. § 81-9-203(11), the minor child shall continue to attend the Utah Military Academy in Riverdale, Utah. Both parents shall have access to the child during school and authority to check

the child out of school. In the event the minor child is unable to attend the Utah Military Academy, Devin's residence shall be used for the purpose of identifying the appropriate school for the minor child.

n. Consideration of the Child's Desire for Parent Time. The minor child is seventeen years old. The parties shall consider the desires of the child with respect to parent time. Shall the minor child express a desire to reside with Margaret, the following shall apply: (1) the parties shall have a good faith discussion about the child's desire to live with Margaret and whether a change of custody is in the child's best interest; (2) If the parties cannot resolve the issue together, and either party requests mediation, then the parties shall be required to attend mediation and split equally the cost associated with the mediation; (3) if the parties are still unable to agree, then either party may petition the court for a modification.

o. Dispute Resolution. In the event that the parties are unable to agree to issues related to the joint legal custody of their child, the following shall apply: (1) the parties attempt to resolve the issue together; (2) if the parties still cannot agree, the parties are required to attend mediation and split evenly the cost associated with mediation; (3) If the parties are still unable to agree, then the parties shall rely on the recommendations of a professional regarding the issue, such as a school teacher or physician. For medical issues, unless there is an emergency, the provider and facility must be in-network and, if a parent incurs cost out-of-network, that parent shall be solely responsible for the cost, unless

mutually agreed in writing. If either party feels that the decision is not in the best interest of the child, then they may seek review thereof through the court. That party shall have the burden to demonstrate that the decision is contrary to the child's best interest. It shall not be sufficient to demonstrate that an alternative decision may also have been in the interest of the child.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

11. Child Support. Child Support shall be calculated as according to Utah Code §81-6-101 *et seq.*

- a. Margaret's gross monthly income is \$9,449 per month. Devin's gross monthly income is \$8,937 per month. Based upon a sole custody worksheet, Margaret shall pay Devin \$784 in monthly child support.
- b. Child support payments shall commence on May 1, 2026 and shall be due by the last day of each month.
- c. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a 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) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.
- d. The parties agree there are no support arrearages or overpayments (e.g., base child support, alimony, or child-related reimbursements of any kind) owed to the other as of the date of the agreement.

e. Pursuant to U.C.A. §81-6-212(5), the parties have a right to adjust the base child support order by motion after three years from entry of the agreement if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

f. Pursuant to U.C.A. §81-6-212(5), the parties have a right to modify the base child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

g. All child support payments shall be made directly to the obligee parent unless either parent demands that payment be sent to the Utah Office of Recovery Services.

h. Medical Expenses. Pursuant to Utah Code Ann. § 81-6-208 *et seq.*, the parties shall provide a policy of health care coverage for the parties' minor child, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

i. Devin currently carries the health insurance policy for the minor child and shall continue to do so as long as it remains available to him through his employer.

j. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

k. Both parties shall share equally all reasonable and necessary uninsured medical and dental expenses including but not limited to orthodontia, vision, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

l. A parent carrying an insurance policy for the benefit of the minor child shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

- m. A parent who incurs medical or dental expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.
- n. A parent incurring medical 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 notice and deadline requirements herein.
- o. The parent to whom written verification is provided shall reimburse the parent who incurred the medical or dental expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.
- p. If, at any point in time, the child is covered by the health insurance plans of both parents, the health insurance plan of Devin shall be primary coverage for the child and the health insurance plan of Margaret shall be secondary coverage for the child. 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 shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child. If the child is covered by the health insurance plans of both parents, then each parent shall be responsible for the child's portion of the premiums for their respective policies.

q. Child Care Expenses: The minor child is seventeen-years-old and child care is not expected. If needed, the parties shall equally share the reasonable work related child care expenses pursuant to Utah Code § 81-6-209.

12. Allocation of Child-Related Tax Benefits.

a. Beginning with the 2025 tax year, the parties shall be entitled to claim the child as an exemption for the purpose of filing federal and state income tax returns in alternating years with Devin claiming the child in odd numbered tax years and Margaret claiming the child in even numbered tax years.

b. To the extent required by the Internal Revenue Service, the parent who is otherwise entitled to claim a child pursuant to this section shall be entitled to receive a properly executed IRS Form 8332 from the other parent. The custodial parent shall execute and deliver Form 8332 (or any successor form) no later than February 15th of the applicable year.

c. Taxes. Taxes shall be handled as follows:

d. The parties owe taxes for the 2024 tax year. Devin previously paid for ½ of the tax debt. Margaret shall pay for her ½ of the tax debt (estimated \$2,200 plus penalties and interest, if any) within sixty (60) days of the agreement.

e. For 2025 and future tax years, the parties shall be responsible for filing their own tax returns.

f. Real Property. The real property located at 7327 S. 1700 E., South Weber, Utah 84405 (the “Marital Home”) shall be handled as follows:

g. Devin shall be awarded the Marital Home subject to the terms herein.

h. Margaret shall be reimbursed for the down payment she paid from separate funds for the Marital Home in the amount of \$12,500 and one-half of the Net Equity in the Marital Home. Devin shall also reimburse Margaret for his share of the Wells Fargo Credit Card debt in the amount of \$5,000, as set forth herein.

i. The Net Equity shall be determined as follows:

i. The Marital Home shall be appraised by Jerry Webber, or other appraiser if mutually agreed in writing, as an independent appraisal unrelated to the refinance. Both parties shall cooperate with the appraisal, sharing equally the cost of the appraisal. Once the appraisal is complete and the report issued, the parties agree that the property value per the appraisal shall establish the fair market value of the Marital Home.

ii. Thereafter, \$12,500 shall be subtracted from the fair market value of the Marital Home to account for Margaret's down payment that shall be reimbursed to her, and the existing mortgage balance and HELOC balance as of the date of the written agreement or appraisal (or the closest date thereto) shall be subtracted from the fair market value of the Marital Home, which figure shall establish the Net Equity in the property.

j. Devin shall refinance the Marital Home no later than June 1, 2027 and shall remove Margaret's name from the first mortgage, home equity line of credit ("HELOC"), and any other debts or obligations associated with the Marital Home, and pay Margaret the amounts set forth herein.

k. In the event that Devin cannot timely refinance the Marital Home in his name and pay Margaret, the Marital Home shall be immediately listed for sale and sold. The parties shall engage and retain the services of a mutually agreed upon realtor to list and sell the Marital Home. The Marital Home shall be sold as soon as reasonably practicable. Both parties shall communicate with the realtor in a timely manner. Both parties must mutually agree to the listing price. All offers and/or counteroffers must be agreed upon by both parties in writing prior to being made to a potential buyer. No offer or counteroffer may be accepted without the prior written approval of both parties. In the event they do not agree on a decision regarding the listing or sale, they shall follow the recommendation of the realtor.

l. The proceeds from the sale of the home shall be utilized as follows:

- i. To satisfy the existing loan obligations, including the first mortgage and HELOC, on the home;
- ii. To pay for any realtor and or closing costs;
- iii. To reimburse either party for the cost of labor and material for repairs related to the listing or sale of the Marital Home that were recommended by the realtor and mutually agreed in writing;
- iv. To reimburse Margaret \$12,500 for the down payment she paid from separate funds for the Marital Home; and
- v. The remaining amount shall be equally divided with each party receiving a one-half share.

1. \$5,000 shall be paid to Margaret from Devin's one-half share as his share of the balance on the Wells Fargo credit card (4359).

m. If selling the Marital Home becomes necessary, both parties shall exercise every reasonable and good faith effort to list and sell the Marital Home and cooperate with the realtor in all respects in order to list and sell the Marital Home in a timely fashion.

n. If selling the Marital Home becomes necessary, Devin may continue to reside in the Marital Home until it is sold, being solely responsible for the mortgage payment, all utilities, routine/regular upkeep and maintenance, and all other obligations in connection with the Marital Home.

o. The debts and obligations for the Marital Home shall be handled as follows:

i. Devin shall be solely responsible for the first mortgage payment, HELOC payment, utilities, taxes, and any other debts, expenses, and obligations related to the Marital Home.

13. Personal Property. During their marriage, the parties have acquired various items of personal property which shall be equitably divided as follows:

a. Each party shall be awarded the vehicle they are accustomed to driving.

i. Margaret is awarded the 2012 Lexus IS250 free and clear of any claim by Devin. There is no auto loan. The vehicle is titled in Margaret's name.

ii. Devin is awarded the 2017 Chevy Tahoe, free and clear of any claim by Margaret. There is no auto loan. The vehicle is titled in Devin's name.

b. The Trailer shall be sold and the proceeds applies to the balance on the HELOC for the Marital Home. If the trailer is sold after the refinance or sale of the Marital Home, as set forth in paragraph 16, the parties shall equally share the proceeds from the sale of the trailer.

c. Each party is awarded the personal property in their possession.

d. Each party shall be responsible for all debts and obligations associated with the property they are awarded.

e. The parties shall be restrained from disposing, hiding, transferring, selling, or otherwise encumbering any property that either party considers to be at issue.

14. Bank Accounts. During their marriage, the parties have acquired various bank accounts which shall be equitably divided as follows:

a. The joint bank account at Goldenwest Credit Union (account ending 6874) shall be closed, or Margaret's name removed from the account, within 30 days of the refinance or sale of the Marital Home. The balance shall be equally divided between the parties. If there is a dispute regarding the equitable division of these accounts, the parties shall first attempt to resolve the issue through mediation prior to bringing the issue before the court.

b. Each party is awarded all other bank accounts held solely in their respective names.

15. Debts and Obligations. During the course of marriage, the parties have incurred various debts and obligations which shall be divided as follows:

- a. Devin shall be responsible for the first mortgage and HELOC for the Marital Home. Neither party shall incur any additional debt on the HELOC. Any additional debt on the HELOC incurred after the date of the agreement shall be the sole responsibility of the party who incurred the debt and shall be paid through that parties' share of the proceeds from the refinance or sale of the home.
- b. Margaret shall be responsible for the Wells Fargo credit card (4359) in her name. In conjunction with the refinance or sale of the Marital Home, Devin shall pay Margaret \$5,000 for his share of that debt as set forth in paragraph 16.
- c. Margaret shall be responsible for all other debts and obligations in her name.
- d. Devin shall be responsible for all other debts and obligations in his name.
- e. The party awarded real property and/or personal property shall be responsible for the debt(s) associated with that property.
- f. Any and all debts not disclosed or divided in the Decree of Divorce shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.
- g. Each party shall be responsible for the debts they incurred in his or her own name after the date of separation.
- h. The payment of the debts set forth above are non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

16. Retirement Accounts. During their marriage, the parties acquired retirement accounts which shall be equitably divided, as follows:

a. Margaret's HCA 401(k): Margaret is awarded her HCA 401(k) account which has an approximate balance of \$36,250.00, valued as of the date of separation.

b. Devin's TSP Account: Devin's TSP account has an approximate balance of \$62,232.56, valued as of the date of separation, and shall be handled as follows:

i. The sum of \$12,991.28 together with the market gains and losses on this sum from the date of entry of Decree of Divorce until the date of segregation, is awarded to Margaret.

ii. The account and remaining amount shall be awarded to Devin.

iii. Any loans taken out on the TSP account shall be included when determining the total account value.

c. Devin's FERS Pension: Margaret is awarded a Woodward share of Devin's pension with the Federal Employees Retirement System ("FERS").

i. A Woodward share is Fifty Percent (50%) of the marital portion of Devin's pension through FERS. The marital portion of Devin's pension shall be determined by multiplying Devin's pension benefit by a coverture fraction (less than or equal to 1.0), the numerator of which is the number of months of Devin's participation in the plan earned during the marriage, and the denominator of which is the total number of years of Devin's creditable service, to be computed as follows:

$\frac{1}{2} * (\text{creditable service earned during the marriage})$
(total number of years of creditable service)

- ii. For the purpose of division, any withdrawals made since the date of separation shall be added back to the balance of the accounts.
- d. In the event a Qualified Domestic Relations Order(s) or other Domestic Relations Order(s) (“DRO”) is required to facilitate the division of the retirement assets, Margaret shall be responsible for preparing the DRO(s). Devin shall reimburse Margaret for one-half of the attorney fees and costs associated therewith within thirty (30) days of receiving documentation of the same.
- e. The division date, if necessary, shall be the parties’ date of separation.
- f. If any specific language is required to effectuate these terms the parties shall cooperate in amending any order accordingly.
- g. The parties shall exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange shall occur within 30 days of the entry of the Decree of Divorce and each party shall cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.
- h. Any retirement accounts not stated herein and later discovered, if any, shall be divided equally between the parties. Any attorney fees and costs associated with enforcing this order and/or dividing the account shall be paid by the party who failed to disclose the account.

17. Unknown Marital Assets. If there exist any other marital assets that are not known at this time, those assets shall be equitably divided.
18. Health Insurance. Each party shall be responsible for their own medical and dental insurance after the Decree of Divorce has been entered.
19. Life Insurance. The parties did not have any life insurance policies.
20. Alimony. Each party is capable of providing for their own needs. Neither party shall owe alimony to the other.
21. Communication Between the Parties: The parties agree that all communication between them shall be conducted in writing only, either via email or text message, unless otherwise mutually agreed in writing. In the event of an emergency involving the minor child, the parties may communicate verbally, provided that the content of the verbal communication is summarized in writing as soon as practicable following the emergency.
22. Restoration of Maiden Name. Margaret shall be allowed to be restored to her maiden name of "Margaret Dawson" if she so desires.
23. Attorney Fees. Each party shall be responsible for their own attorney fees and costs.
24. Notice to Creditors. Pursuant to Utah Code Ann §§15-4-6.5, 81-3-105 and 81-4-406(3)(b), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding debts, obligations, or liabilities that are included in their Decree of Divorce.
25. Therefore, each party shall:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor they are not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.
- d. Provide written proof of the above actions for each account in question to the other party within sixty days of the decree being entered.

26. Notice to Medical Expense Creditors: Pursuant to §§15-4-6.7, 81-3-105 and 81-4-406(3)(b), Utah Code Ann., as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Sections 81-4-406(3), 81-4-204, 81-6-202(10), or 26B-9-224, Utah Code Ann., as amended, or an administrative order under § 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

27. Therefore, each party shall:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
- b. Notify the particular creditor of the party's current address.
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under § 70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

28. Miscellaneous Provisions. Each party shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

29. Each party shall be ordered to execute and deliver to the other party any and all deeds, trust deeds, certificates of title, and bills of sale or other documents reasonable requested by the other party to transfer title to any real or personal property awarded to the requesting party by the Court.

30. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Shall a party

fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

31. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to herein represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

*******END OF ORDER*******

The Court's signature may appear as an electronic signature on the first page of this document

Approved as to Form and Content:

/s/ Rand G. Lunceford _____

Rand G. Lunceford

Attorney for Respondent

(Signed by Adam Kawaguchi with permission given by Rand G. Lunceford)

NOTICE TO THE RESPONDENT

Pursuant to Utah Rule of Civil Procedure 7(j)(4), this proposed DECREE OF DIVORCE will be filed with the Court seven days after service upon you. Your objections to this proposed Order, if any, must be filed with the Court within seven days after service.

Dated this 15th day of June 2026.

/s/ Adam S. Kawaguchi

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of June 2026, I caused a true and correct copy of the foregoing to be served to the following:

Rand G. Lunceford
Respondent
rand@krisgreenwood.com

☒ Court's Electronic Filing System
☐ U.S. Mail
☐ Email

/s/ Adam S. Kawaguchi

Adam Kawaguchi