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**IN THE SECOND JUDICIAL DISTRICT COURT
FARMINGTON DEPARTMENT
DAVIS COUNTY, STATE OF UTAH**

In the matter of the marriage of:	DECREE OF DIVORCE
CYNTHIA GAZAFY, Petitioner.	Case No. 264700263
and	Judge: Blaine Rawson
KEVIN GAZAFY Respondent.	Commissioner: Christina Wilson

This matter comes regularly scheduled before this Court pursuant to the parties' Stipulation and Settlement Agreement filed with the Court. The Court, having reviewed the parties' Stipulation and being fully advised in the premises, and having previously entered its Findings of Fact and Conclusions of Law, now makes and enters the following Decree.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Residency: Petitioner is a bona fide resident of Davis County, State of Utah for three months immediately prior to the filing of this action.
2. Marriage Statistics: The parties were married on July 20, 2018, in Farmington, Utah and are presently married. The parties separated on or about February 4, 2026.

3. Grounds: The parties have experienced irreconcilable marital differences rendering it no longer possible to continue in the marital relationship.

4. Children. The parties share two minor children: A. G. born 03/22/2020 and G.G. born 07/28/2021. No other children are expected.

5. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code §78B-13-201(1)(a) in that:

a. Utah is the home state of the minor child(ren) at the commencement of this proceeding;

b. The child(ren) and the child(ren)'s parents have a significant connection with the State of Utah other than mere physical presence;

PARENTING PLAN

6. Physical 1Custody. The following custody and parenting plan is in the best interest of the children. The parties shall be awarded joint physical custody of the minor children pursuant with §81-9-303, with Petitioner ("Mother") designated as the custodial parent having 9 overnights in a 14 day period, and Respondent ("Father") designated as the non-custodial parent having 5 overnights in a 14 day period as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mom	Mom	Dad	Mom	Mom	Mom	Mom
Week 2	Mom	Mom	Dad	Mom	Dad	Dad	Dad

7. Holidays. The parties shall abide by the holiday statute pursuant to §81-9-302, with Father designated as the “non-custodial” parent. For extended parent time, each party will have 2 uninterrupted weeks in the summer.

8. Alcohol Test: Prior to Father exercising his joint physical custody as demonstrated above, Father will provide a recent baseline PETH test indicating he has low to no alcohol in his system.

9. Drug/Alcohol Testing: Neither parent shall use alcohol prior to or during parent time. Either party may request that the other party submit to drug and/or alcohol testing of their choice upon a reasonable belief that the other party is under the influence of alcohol, illegal drugs, or the misuse of prescription medications while exercising parent-time or caring for the minor child(ren). The requesting party shall initially be responsible for the cost of the requested test. The requested party shall submit to testing within twenty-four (24) hours of receiving the request. Failure to submit to the requested test within twenty-four (24) hours shall be deemed a positive test result absent good cause beyond the requested party's control.

10. If the test result is positive for alcohol (on a breathalyzer) or an excess amount alcohol (PETH Test), illegal drugs, or the misuse of prescription medications, or if the requested party is deemed to have tested positive due to a failure to timely submit to testing, the requested party shall reimburse the requesting party for the full cost of the test within thirty (30) days. If the test result is negative, the requesting party shall remain responsible for the cost of the test.

11. Any testing conducted pursuant to this paragraph shall be performed by a licensed testing facility utilizing standard chain-of-custody procedures, and the results shall be made available to both parties upon request.

12. Increase to 50/50 parent time: Beginning the summer of 2028, and as long as Father continues to demonstrate sobriety and exercising his parent time fully, the parties shall begin exercising an equal parent time schedule as they can agree. If the parties cannot agree then they shall exercise a “2-2-5-5 schedule” as outlined in §81-9-305, with Father having every Monday and Tuesday, Mother having every Wednesday and Thursday, with the parties rotating the weekend. Holidays will be pursuant to §81-9-305, with Mother designated as the “custodial parent” for holiday purposes, the parties each having 2 uninterrupted weeks for extended parent time.

13. School. The minor children shall continue going to E.G. King Elementary and its feeder school unless otherwise agreed upon.

14. Residential. The parties agree to live within 30 miles of the children’s school in order to effectuate joint custody of the children.

15. Exchanges: The parties shall conduct exchanges at the school or daycare. If the children are not in school or daycare, then the parties shall do exchanges at the Layton City Police, with the parent ending their parent time to put the children in the other parent’s vehicle, with the receiving parent staying in the car.

16. Right of first refusal. The right of first refusal shall apply in the event a parent is unable to be physically present with the children overnight during their scheduled parent time.

17. Legal Custody. The parties shall share the legal custody of the minor child. In the event the parties cannot agree on a major decision relating to the child, then neither party shall have the presumptive decision-making authority. In the event the parties do not agree on a major decision (religion, school, therapy, medical), then the parties are to first discuss the issue. In the event the parties are unable to reach an agreement, then the parties will speak with a third-party professional. In the event the parties are still unable to agree, then they will attend mediation, if practical, before either party may file a motion with the Court for decision.

18. Communication. The parties shall discuss all parenting concerns by an agreed upon parenting app, namely Our Family Wizard (OFW) at any time needed and shall not use their children or other third parties to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange.

19. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children, in the form of virtual parent-time. Virtual contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

20. Travel. When the children travel with either parent for more than 200 miles away from the other parent's residence, all of the following will be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;

- ii. Destination;
- iii. Places where the children 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.
- iv. Both parties should have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. If permission is required to travel to a particular country, consent shall not be unreasonably withheld.

21. 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 that is not available through the school calendar, school portal, or school email. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on a shared calendar should constitute notice.

22. Special Events. Special consideration shall be given by each parent to make the children 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.

23. Relocation. The parties shall comply with Utah Code § 81-9-207 and any successor statute regarding relocation of a parent. If either party intends to relocate his or her primary residence such that the relocation would materially affect the other party's parent-time, that party shall provide written notice to the other party at least sixty (60)

days prior to the intended relocation, or as otherwise required by Utah law. The notice shall include the intended new address, mailing address if different, telephone number, date of the intended move, and a proposed revised parent-time schedule if necessary.

24. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent.

Neither parent may 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.

b. 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 children's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "questioning" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

c. The parties will not use their children to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.

d. 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.

e. Neither parent may discuss the case, division of assets or funds, or child support in front of the children except to explain to the children that the parents are working cooperatively to split households and reassuring the child that both parents love them deeply and that they will be cared for throughout the process.

f. Both parties are restrained from using the likeness, image, or credit of the other party for any purpose.

g. Neither party nor any third party may swear at or belittle the child. Any punishment shall be reasonably done in a manner that teaches the child, but never demeans or harms the child.

h. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the minor child from such circumstances.

25. Protective Orders. The parties acknowledge that there are currently protective orders in place restricting contact between them. The parties further acknowledge that compliance with certain provisions of the Decree of Divorce, including but not limited to the exchange of information, sale of the marital residence, division of personal property, execution of documents, and coordination of matters relating to the minor child(ren), may require communication or contact not presently permitted by the protective orders.

26. Accordingly, the parties shall cooperate in good faith to seek such modification, clarification, or exception to the protective orders as may be necessary to allow compliance with the terms of the Decree of Divorce.

27. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-202 *et seq.* Mother earns \$4,160 per month and Father earns \$7,193 per month. Child support will be based on the child support calculator with Mother receiving 220 overnights and Father receiving 145 overnights per year. Based upon these figures, Father shall pay Mother \$831 per month. Child support for the minor child terminates at the time and shall automatically adjust as indicated herein: (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.

28. Child support shall be prorated and start immediately upon the sale of the marital home.

29. Respondent shall be subject to the immediate and automatic withholding for the payment of child support pursuant to U.C.A. §62A-11-403.

30. Child support will be adjusted if and when the parties begin 50/50 custody as outlined above based on their current incomes at that time.

31. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. The parent who is currently covering the children shall continue to do so as long as such coverage is reasonably available and better than that available of the other party.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The children's

portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4 Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 5 The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

e. Verification of health insurance coverage shall be provided within 7 days of request and shall include at a minimum copies of both sides of the insurance cards as well as proof of the premium amount. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within seven (7) calendar days of the date he or she knows of the change.

32. Activity Costs. Each party shall be 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. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

33. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, 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.

34. Childcare Expenses. Each party shall be ordered to assume and be responsible for fifty percent (50%) of all reasonable and necessary non-family childcare expenses incurred on behalf of the minor child(ren), including but not limited to daycare, preschool, before-school care, after-school care, summer childcare, and childcare required to allow a parent to maintain employment, seek employment, or attend school or training. The parties shall pay the childcare provider directly if possible. If direct payment is not possible, the party incurring the childcare expense shall submit to the other party an invoice, bill, receipt, or other verification of the incurred expense within thirty (30) days of payment or receipt of the same, and the other party shall reimburse his or her fifty percent (50%) share within thirty (30) days of receipt of the invoice, bill, receipt, and/or verification.

FINANCIAL AND ASSET DIVISION

35. Real Property. The parties have real property located on or about 1388 N. Naylor Dr. Layton, 84040.

36. The parties agree to sell their home for a reasonable market value price and that the home shall be listed within the next thirty days (30). The parties shall mutually agree upon a realtor and follow the realtor's advice related to the sale of the home. The parties shall follow the advice of the Real Estate Agent with listing price; repairs and any other recommendations related to the sale of the home. Upon the sale of the home at a

reasonable market value price, the parties will split the net equity. The proceeds of the home shall be distributed as follows:

- a. First, the parties shall pay the cost of sale;
- b. Second, the mortgage and HELOC and fees shall be paid;
- c. Third, the equity is equally divided between the parties; and
- d. Fourth, out of Father's ½ equity, he is to pay Mother an additional \$25,000 as part of a global resolution in division of assets and in consideration of alimony.

37. Prior to the sale of the home, Father is to continue all expenses related to the home including the mortgage(s), HELOC, insurance, taxes, utilities, and internet. Father can move in the home upon his choosing after Mother has moved out around July 15, 2026.

38. Prior to the sale of the home, Mother shall have sole and exclusive use of the home.

39. Personal Property. During the marriage the parties acquired various items of personal property. Said items of personal property shall be awarded and divided as follows, subject to any debt thereon:

- a. Petitioner:
 - i. Personal belongings and effects;
 - ii. Items acquired previous to marriage;
 - iii. ½ Minor children's personal belonging and effects;
 - iv. Children's beds;
 - v. Dresser;
 - vi. Washer and dryer;
 - vii. Books;
 - viii. Master bed;
 - ix. Cat named Cooper;

- x. Basic house tools;
- xi. 2018 Toyota Tacoma

b. Respondent:

- i. Personal belongings and effects;
- ii. Items acquired previous to marriage;
- iii. ½ Minor children's personal belonging and effects;
- iv. All other furniture;
- v. Gun safe;
- vi. Grill;
- vii. Lawnmower;
- viii. Tools;
- ix. Guns;

c. Father can retrieve his items from the home after July 15, 2026. All other personal property should be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 120 days of the entry of the decree of Divorce. If they still cannot agree, either may bring a motion within 180 days of the Decree of Divorce to have the court make a determination without disturbing the remaining provisions of this document. After the 180 days, unless a motion is pending with the court, the personal property shall be awarded as held at that time.

40. Debts. During the course of the marriage the parties acquired various debts and obligations. The parties shall be responsible for all debts in their respective names, and all debts they've individually incurred after separation.

41. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards or other debts.

42. Checking And Saving Accounts. Each party shall be awarded their own financial accounts, free and clear of any claim by the other party.

43. Retirements: Each party shall be awarded their own retirement accounts/pensions, free and clear of any claim by the other party

44. Taxes. Beginning in the year 2026, the parties shall each claim one minor child on their taxes. Father must be current on all of his child support obligation (school expenses, medical expenses, childcare costs, etc.) to claim one minor child by December 31st of that tax year, otherwise Mother shall claim both children as an exemption/dependent/child tax credit on his federal and state income taxes for that year. When there is only child left to claim, the parties shall alternate claiming the child, with Mother claiming the child for the first year.

45. Alimony: Based on the global resolution herewith, including Father's payment of \$25,000 to Mother, Neither party shall be awarded alimony now or forever in the future.

46. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other document(s) necessary to implement the Decree of Divorce.

47. Divorce Education: Both parties are required to attend a divorce orientation course and a divorce education course pursuant to Utah Code Section 30-3-4.5, Section 30-3-11.3 or Section 30-3-11.4 and Code of Judicial Administration Rule 4-907. These courses may be combined and attended at the same time. For more information about these courses contact the judicial services representative for this court. The parties must

attend the courses within 60 days after filing the Petition for Divorce or within 30 days of being served with this notice.

48. Name Change: Mother may change her name to “Martin,” if she so desires.

49. Attorney’s Fees and Costs: Each party shall pay their own attorney fees and costs in this matter.

50. Finalization of the Case. The parties will work together cooperatively via email through their attorneys to finalize the divorce case. They will follow the timelines in Utah R. Civ. P. 7(j) in presenting proposed drafts and approving them via email.

THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE’S SEAL AT THE TOP OF THE FRONT PAGE

Approved as to Form:

/s/ R. Kaden Gilchrist

Signed by Daniel F. Murphy with permission

R. KADEN GILCHRIST
Attorney for Respondent

CERTIFICATE OF DELIVERY

I hereby certify that a true and correct copy of the foregoing Decree was delivered via electronic filing this 26th day of June 2026 to:

R. Kaden Gilchrist
Attorney for Respondent
efile

/s/ Katherine Murphy
Assistant