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

IN THE MATTER OF THE MARRIAGE
OF

SHARA JEAN HATORI,

Petitioner,

&

AUSTIN DAVID HATORI,

Respondent.

DECREE OF DIVORCE

Case No. 264700361

Judge David J. Williams

Commissioner Julie Winkler

The above-entitled matter came before the Honorable Judge David J. Williams. Petitioner is represented by Malcolm Lamb of Nelson Jones, PLLC. Respondent, acting pro se, was regularly served but failed to appear in person or otherwise file responsive pleadings, and the Court hereby enters Respondent's default. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, hereby ORDERS, ADJUDGES, AND DECREES:

1. 1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the Court.

CHILDREN

1. 2. Parties are the parents of 2 minor children, namely: T.D.K.H., born 02/2019; D.C.H., born 07/2020.

a. a. Neither Party is currently pregnant.

CHILD CUSTODY AND PARENT TIME

a. 3. **Child Custody:** Parties shall be awarded joint legal custody of the Minor Children. Shara shall be awarded sole physical custody.

b. 4. **Parent Time:** Parent time shall be as the parties agree. If the parties do not agree, the following schedule—based on Utah Code §81-9-302—shall be the parent time schedule the Parties shall follow:

c. a. Weekdays: Respondent shall be allowed one weekday evening to be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.

d. b. Weekends: Parties shall alternate weekend parent-time starting Friday morning and ending Monday morning.

Exchanges shall take at the time Minor Children's schools begin or at 9 a.m. if school is not in session.

e. c. Holiday: Shara shall be designated the custodial parent for purposes of defining holiday time. Holiday time shall be allocated pursuant to §81-9-304(15).

i. i. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

ii. ii. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Children's attendance at school for that school day.

iii. iii. If there is more than one child and Minor Children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, Minor Children may remain together for the holiday period beginning the first evening that all Minor Children's schools are dismissed for the holiday and ending the evening before the first Minor Child returns to school.

f. d. Extended: Each year, each Party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.

i. i. Notification: In even years, Shara may designate extended parent-time at any time with Austin making her designation after. In odd years, Austin may designate extended parent-time at any time with Shara making his designation after. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.

g. e. Special Occasions: Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule;

h. f. Modification: Needs of the Children and the Parties may necessitate flexibility in the parent-time schedule. If such modifications of convenience are required, the Parties may execute them in a writing—physical or digital—which contains the new schedule. Both Parties must agree in writing to the new

schedule.

PARENTING PLAN

a. 5. **Default Rules:** Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

b. 6. **Decision Making:**

c. a. Major Decisions: Major decisions regarding the Children's religion, medical care, dental care, counseling and education must be made by mutual assent of the Parties. If the parties disagree, Shara shall have final decision making authority.

d. b. Minor Decisions: Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

e. c. Emergency Decisions: Regardless of the allocation of decision-making, either parent may make emergency decisions affecting the health or safety of the child when the child is with that parent. A parent who makes an emergency decision shall

share the decision with the other parent immediately or as soon as reasonably possible and by any means possible i.e. phone, call, email.

f. d. Dispute Resolution: Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Children's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, and after consulting any available experts for input, and parties still cannot come to a resolution of the issues, Shara shall be the final decision-maker. Austin may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Parties shall share equally mediation fees incurred pursuant to this paragraph and shall select a low to zero cost Mediator for purposes of decision making.

g. 7. **Communication:** Communication between the Parties shall be conducted in accordance with the following:

h. a. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's

schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

i. b. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

j. c. The parties shall notify the other parent of major injury or illness as soon as reasonably possible involving the children;

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

l. e. The parties shall share information relating to doctors or dentists appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

m. f. The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within 24 hours of the change;

n. g. The parties shall notify one another within 24 hours

of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully;

o. 8. **Access to Information:** Both parties shall have access to the children's school, church, and other records and shall include the other party as the parent on such records.

p. 9. **Extracurricular Activities:** The parties shall split the cost of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent-time with activities

q. 10. **Child Care Expenses:** Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career- or educational- or occupational-training related child-care expenses actually paid by a parent.

r. a. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

s. b. The parent who incurs child-care expenses shall

provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

t. c. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

u. d. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

v. 11. **Out of State Travel/Vacation:** If either party desires to take the minor child out of the State of Utah overnight, he or she shall inform the other party 14 days in advance, unless it is an emergency i.e. a family death,

and 30 days in advance for all international travel and provide the other party with the following information:

- i. i. An itinerary of travel dates;
- ii. ii. Destinations;
- iii. iii. Places where the children or traveling parent can be reached; and
- iv. iv. The name and telephone number of an available third person who would be knowledgeable of the children's location;

v. 12. **Communication with Minor Children Outside of Parent-Time:** Each Party shall be awarded reasonable telephone or other electronic communication with Minor Children when Minor Children are at the other Party's home at reasonable times and for reasonable durations.

vi. 13. **Sleeping Arrangements:** The parties shall maintain safe and appropriate sleeping and living accommodations for the children;

vii. 14. **Transportation of Children:** Except in the case of school-to-school exchanges, the receiving party shall be responsible for picking up the children for purposes of parent time. Child exchanges shall be curbside.

viii. 15. **Fifteen Minute Rule:** Parties shall abide by the 15-Minute Rule. Shall a party be 15 minutes or more late for pick-up and not provide

reasonable notice to the other party of their tardiness, then that party shall forfeit that parent time.

ix. 16. **Drugs and Alcohol:** The parties shall be restrained from consuming illegal drugs and alcohol, and from abusing prescription drugs, for 24 hours prior to their parent time and during their parent time. The parties shall also keep the children away from third parties who are doing so.

x. 17. **Relocation:** If either party relocates more than 150 miles from the other, notice shall be provided pursuant to Utah Code §91-9-209.

xi. 18. **Romantic Partners:** Parties shall not introduce Minor Children to any romantic interest until they have been in a committed relationship for more than three consecutive months. Parties may not allow romantic partners to spend the night while he or she is exercising parent-time.

xii. 19. **School District Determination:** Shara's residence shall be considered Minor Children's home residence for purposes of identifying the appropriate school.

xiii. 20. **Phone Lines:** At the time of the Decree, Parties share a phone plan. Within 30 days of the Decree, Austin shall transfer 4 of the lines, including the line formerly belonging to Shara's deceased mother, to Shara so that she can start a new account in her own name.

xiv. 21. **Mutual Restraining Orders:**

w. a. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

x. b. Parties shall not speak with Minor Children about litigation between Parties.

y. c. Parties shall not involve or speak with Minor Children about the issues in this matter.

z. d. Parties shall not harass or threaten each other.

aa. e. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

bb. 22. **Violation of the Decree:** Shall a successful enforcement action occur, the violating party shall pay attorney's fee's necessary to enforce this Decree.

DIVISION OF MARITAL ASSETS

a. 23. **Real Property:** During the course of the marriage, Parties acquired real property located at 1130 N 3050 W West point Utah 84015. The real property shall be sold, and the equity divided equally between Parties after all obligations and debts associated with the real property have been paid. Parties shall contact Joe Gordon—or another Certified Divorce Real Estate Agent—within 7 days of the Decree to initiate the sale of the house. Mr. Gordon may recommend improvements be made to the home such as yard work, curb appeal improvements, and other repairs in order to maximize the home's value. The cost of these improvements as well as staging costs or any other costs related to the sale recommended by Mr. Gordon shall be split equally between the parties and paid from proceeds of the sale.

b. 24. **Personal Property:** Parties shall be awarded personal property as follows:

c. a. Personal property acquired during the marriage shall be awarded as the Parties agree.

d. b. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

e. 25. **Vehicles:** Parties shall be awarded vehicles as follows:

f. a. Shara shall be awarded the 2015 Mini Cooper Countryman and the 2014 Honda Civic which formerly belonged to her mother.

g. b. Austin shall be awarded the 2018 Kia Stinger.

h. c. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove the other Party's name from the vehicle insurance policy as soon as practicable.

i. 26. **Bank Accounts:** Parties shall be awarded half of the value of all bank accounts.

j. 27. **Debts:** During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided 50/50.

k. a. If there are any other debts, the debt shall be the responsibility of the party which incurred the debt.

l. b. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party which incurred that debt.

m. c. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties'

separate, current addresses.

n. d. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This *hold harmless* clause shall apply to bankruptcy proceedings.

o. 28. **Retirement Assets:** Parties acquired interest in defined contribution plans or defined benefit plans. These plans shall be divided as follows:

p. a. Austin's Fidelity 401k—account number ending in 4016—shall be divided 50/50. Parties shall contact Rori Hendrix within 7 days of the Decree to begin the process of transferring those funds using a QDRO.

ALIMONY

a. 29. Shara has need of alimony as she was the primary caregiver for the Parties' children during the marriage.

b. 30. Upon information and belief, Austin makes approximately \$6200 per month.

c. 31. The Court shall order alimony based on Utah Code Ann. §81-4-502.

d. 32. Austin shall be ordered to provide complete Rule 26 and 26.1

Initial Disclosures for purposes of calculating child support in this matter. In the event Austin defaults and/or fails to provide the necessary Rule 26 and 26.1 Initial Disclosures, Austin shall be ordered to pay \$4,500 in alimony per month for the entire length of the marriage. Alimony shall begin the month following the entry of the Decree of Divorce.

e. 33. Alimony shall automatically terminate upon the remarriage of the spouse receiving alimony, death of either party, or by the establishment by the paying spouse that the receiving spouse is cohabitating with another person.

CHILD SUPPORT

a. 34. Shara is employed at The Post Bar and Grill and earns approximately \$1400 gross per month.

b. 35. Upon information and belief, Austin is employed at US Foods; and earns \$6200 gross per month. If Shara discovers Austin earns or is capable of earning more than \$6200 per month, Shara reserves the right to amend this amount upward.

c. 36. Pursuant to Utah Code, Sections 81-6-202 through 305, Austin shall be Ordered to pay child support.

d. 37. According to the parties' incomes and the Uniform Child Support guidelines, Shara shall be ordered to pay \$1166 per month in Child Support.

- e. 38. Child Support shall be paid directly to Shara on or before the 1st day of each calendar month.
- f. 39. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Austin
- g. 40. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

INSURANCE

- a. 41. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.
 - b. a. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children'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 Parties in this case.

If at any time Minor Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

c. b. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by Parties.

d. c. The parent ordered to maintain insurance 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 Minor Children 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.

e. d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

f. e. A parent incurring medical 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 subparagraphs C and D above.

g. f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

h. g. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Austin shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Shara shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

i. h. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

TAX EXEMPTIONS, DEDUCTIONS, AND CREDITS

a. 42. Parties have filed married, filing jointly for federal and state taxes for 2025. Shara shall receive a payment equal to half of both the state and federal returns within 7 days of the Decree.

b. 43. Starting with tax year 2026, Mother shall claim T.D.K.H. and Father shall claim D.C.H. If there is ever only one dependent child, Mother shall claim the child for odd tax years and Father shall claim the child for even tax years.

c. 44. The Party paying child support must be current on all child-support payments by December 31st to claim Minor Children on that year's taxes.

MISCELLANEA

a. 45. Each Party shall be responsible for their own costs and attorney's' fees.

b. 46. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

c. 47. Shara shall be restored to her former name if she so chooses.

d. 48. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of

Divorce.

The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

**JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE
ONE**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of March 2026, a true copy of the foregoing was served by the method(s) indicated below to following:

Austin David Hatori (pro se) Austin.hatori@yahoo.com	☐ U.S. Mail, Postage Prepaid ☐ Hand Delivered ☐ Overnight Mail ☐ Facsimile ☒ E-File ☒ Email
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Certification is further made that non-public information has been omitted or included per the conventions of Utah Code of Judicial Admin. R. 4-202.09.

/s/ William Sampson

Paralegal for Nelson Jones