

Gregory Sunder Nainani
Name
SAFEGUARDED -
Address
- , - -
City, State, Zip

Phone
-
Email

In the Court of Utah

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, FARMINGTON, UT 84025

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Gregory Sunder Nainani
(name of Petitioner)

and

Stephanie Rachel Nainani
(name of Respondent)

Other parties (if any)

Divorce Decree

264700844

Case Number

David J. Williams

Judge

Winkler

Commissioner (domestic cases)

The court decrees:

Divorce

1. Gregory Sunder Nainani is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Gregory Sunder Nainani. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Gregory Sunder Nainani and Stephanie Rachel Nainani** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Leah Isabelle Nainani**

Date of Birth: **Apr 8, 2011**

b.

Child Name: **Lily Norah Nainani**

Date of Birth: **May 15, 2011**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Leah Isabelle Nainani**

Date of Birth: **Apr 8, 2011**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 14, 2024**

Address: **SAFEGUARDED, -, -, - - United States**

(1).

Caretaker at this address: **Gregory Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Stephanie Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

ii.

Move-out Date: **May 14, 2024**

Move-in Date: **Oct 15, 2021**

Address: **8461 S Regalia Rd, Cottonwood Heights, Utah 84121 United**

States

(1).

Caretaker at this address: **Gregory Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Stephanie Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

iii.

Move-out Date: **Oct 15, 2021**

Move-in Date: **Oct 2, 2018**

Address: **3908 San Esteban Ave, North Las Vegas, Nevada 89084 United States**

(1).

Caretaker at this address: **Gregory Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Stephanie Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

b.

Child Name: **Lily Norah Nainani**

Date of Birth: **May 15, 2011**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 14, 2024**

Address: **SAFEGUARDED, -, -, - - United States**

(1).

Caretaker at this address: **Gregory Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Stephanie Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

ii.

Move-out Date: **May 14, 2024**

Move-in Date: **Oct 15, 2021**

Address: **8461 S Regalia Rd, Cottonwood Heights, Utah 84121 United States**

(1).

Caretaker at this address: **Gregory Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Stephanie Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

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Move-out Date: **Oct 15, 2021**

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Address: **3908 San Esteban Ave, North Las Vegas, Nevada 89084 United States**

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Caretaker at this address: **Gregory Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Stephanie Nainani**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Gregory Sunder Nainani** and **Stephanie Rachel Nainani**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Gregory Sunder Nainani** and **Stephanie Rachel Nainani** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Gregory Sunder Nainani** and **Stephanie Rachel Nainani**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint

Physical Custody. **Gregory Sunder Nainani** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Gregory Sunder Nainani's** home **157** overnights each year and in **Stephanie Rachel Nainani's** home **208** overnights each year.

9. The parents will follow a custom parent-time schedule:

a. **1. DEFINITION OF A PARENTING DAY** A parenting day begins at 12:00 p.m. (noon) and ends at 12:00 p.m. (noon) the following calendar day. All transfers shall occur at noon unless both parents agree otherwise in via text message.

2. STRUCTURE This schedule is the equal parent-time structure set forth in Utah Code Section 81-9-305, modified in two respects as described below. Like equal parent-time, the schedule uses a two-week repeating cycle with a consistent midweek transfer point. Unlike equal parent-time, the following modifications apply: **Modification One — Weekday Allocation:** Monday, Tuesday, and Wednesday are allocated to Stephanie Nainani in every week of the cycle without exception. Gregory Nainani's parenting time begins no earlier than Thursday noon in any week. This modification ensures consistency for the children's school week and accommodates the parties' respective work schedules. **Modification Two — Alternating Weekend Length:** Rather than Gregory Nainani receiving equal weekend time in every cycle, Gregory Nainani's parenting period alternates between a four-day block and a two-day block to accommodate Stephanie Nainani's alternating Sunday work schedule. In odd-numbered weeks Gregory Nainani has Thursday through Sunday. In even-numbered weeks Gregory Nainani has Thursday and Friday only, with Saturday and Sunday returning to Stephanie in those weeks. This modification results in Stephanie receiving the children on two full weekends per month--specifically the Saturday and Sunday of every even week--reflecting the parties' agreement that Stephanie shall have parenting time on the Sundays she is not required to work, while Gregory shall have the children on the Sundays she is. **RESULT:** These two modifications produce an overall annual distribution of approximately 57% to Stephanie and 43% to Gregory, compared to the 50/50 division of the statutory equal parent-time schedule. The parties stipulate that this distribution is in the best interest of the children given the specific circumstances of this case.

3. SCHEDULE IN FULL **Odd-numbered weeks:** Gregory Nainani shall have the children from Thursday at noon through Monday at noon. Stephanie shall have the children from Monday at noon through Thursday at noon. **Even-numbered weeks:** Gregory Nainani shall have the children from Thursday at noon through Saturday at noon. Stephanie shall have the children from Monday at noon through Thursday at

noon, and from Saturday at noon through Monday at noon. 4. **CYCLE REFERENCE DATE** The cycle shall begin on the first Monday after a court has approved this divorce petition. "Week 1" shall be the first Monday of month. All subsequent weeks are numbered consecutively from that date. The parties shall maintain a shared digital calendar reflecting the current week number.

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the 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, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Noncustodial parent	Stephanie Rachel Nainani
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	None	All years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	All years	None
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	All years	None
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Odd years	Even years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	None	All years
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years	None
Juneteenth National Freedom Day	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week	Not treated as a holiday; follow the regular two-week

Holiday	Period	Noncustodial parent	Stephanie Rachel Nainani
		rotation without override.	rotation without override.
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	All years	None
Pioneer Day	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	None	All years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	None	All years
Halloween	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.
Day Before or After Minor Child's Birthday	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.	Not treated as a holiday; follow the regular two-week rotation without override.

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described

below:

Transfer at beginning of parent-time will be by **The parent whose parenting time is beginning** picking up/dropping off the children at this address:

The home address of record of the parent whose parenting time is ending unless an alternate location is agreed to beforehand via text message

For Stephanie Nainani: 2739 E 2250 N, Layton, UT 84040. For Gregory Nainani: 100 E 2650 N, Layton, UT 84041

Layton, UT 84040 for Stephanie Nainani and 84041 for Gregory Nainani

For Stephanie Nainani: 509-540-6323. For Gregory Nainani: 505-252-2080

For Stephanie Nainani: beautyandpeace@yahoo.com. For Gregory Nainani: gnainani@gmail.com

Transfer at end of parent-time will be by **The parent whose parenting time is beginning** picking up/dropping off the children at this address:

The home address of record of the parent whose parenting time is ending unless an alternate location is agreed to beforehand via text message

For Stephanie Nainani: 2739 E 2250 N, Layton, UT 84040. For Gregory Nainani: 100 E 2650 N, Layton, UT 84041

Layton, UT For Stephanie Nainani: 84040. For Gregory Nainani: 84041

For Stephanie Nainani: 509-540-6323. For Gregory Nainani: 505-252-2080

For Stephanie Nainani: beautyandpeace@yahoo.com. For Gregory Nainani: gnainani@gmail.com

Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

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

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on **Stephanie Rachel Nainani's** home residence.

15. Gregory Sunder Nainani and Stephanie Rachel Nainani has authority to check the children out of school. Gregory Sunder Nainani and Stephanie Rachel Nainani has access to the children during school. If the parents cannot agree, education decisions

will be made by Gregory Sunder Nainani.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By telephone
Parents will maintain voice mail so the children can leave and receive messages.
- By text
- By email
- Other communication method: **Electronically (examples include , but aren't limited to FaceTime, WhatsApp, Telegraph)**

19. Other terms about communication with the children: **The children may call the other parent up to three times a day if they need a parent's phone to communicate.**

Records and information sharing

20. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

21. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

22. If the children will be travelling for more than **10** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

23. Other agreements about travel by the children: **The above requirements can only be waived by having both parties positively confirm (e.g. notice by one party with an affirmative agreement by the other party) via text message or email.**

Child care

24. A child care provider for our children must be:
A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent

25. Neither parent may relocate with the minor children more than **25** miles from their current residence without a written agreement signed by the parties or further court order.

26. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

30. Other agreements about resolving disputes:

b. **If we are unable to agree on a mediator, Stephanie Nainani shall pull a name from a hat. Each party may contribute up to two names to the hat, but only one name if the other parent only contributed one name to the hat. If one parent is unable to contribute at least one name to the hat, the parent who has a name shall choose the mediator.**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Gregory Sunder Nainani) (Utah Code 81-6-203)

32. **Gregory Sunder Nainani's** gross monthly income for child support purposes is **\$11417**. **Gregory Sunder Nainani** receives the following gross monthly income:

a. **Gregory Sunder Nainani** is employed at **Plana**. **Gregory Sunder Nainani** earns **\$11416.67** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Stephanie Rachel Nainani) (Utah Code 81-6-203)

33. **Stephanie Rachel Nainani's** gross monthly income for child support purposes is **\$25307**. **Stephanie Rachel Nainani** receives the following gross monthly income:
- Stephanie Rachel Nainani** is employed at **Ogden Clinic Professional Corp S**. **Stephanie Rachel Nainani** earns **\$25306.67** gross (pre-tax) monthly income working a 40-hour a week job or less.
34. The adjusted gross monthly income for **Stephanie Rachel Nainani** is **\$25307**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Gregory Sunder Nainani** be ordered to pay child support to **Stephanie Rachel Nainani** as follows:
- \$128.00** per month base support. This amount complies with the Utah Child Support Act.
36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.
37. The **joint** custody worksheet was used to calculate child support.
38. The base child support amount using the joint custody calculation is **\$128** per month.

Child support reduction for extended parent-time

39. If a child lives with the non-custodial parent by court order or written agreement of the parties for:
- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
 - 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

41. Child support will be paid as follows:

Zelle or other ACH transfer to Stephanie Nainani's checking account

42. The issue of past-due child support may be decided by future court or administrative action.
43. **Gregory Sunder Nainani** and **Stephanie Rachel Nainani** will each pay half of any ORS fee.

- If a fee is withheld from payments to **Stephanie Rachel Nainani**, **Gregory**

Sunder Nainani will reimburse **Stephanie Rachel Nainani** for half the fee.

44. The parties must notify each other within 30 days of any change in their income.

45. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

46. As long as **Gregory Sunder Nainani** is current on all child support and other court-ordered financial obligations, **Gregory Sunder Nainani** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Leah Nainani**

47. As long as **Stephanie Rachel Nainani** is current on all child support and other court-ordered financial obligations, **Stephanie Rachel Nainani** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Lily Nainani**

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. Responsibility for child medical and dental expenses will be as follows:

b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Gregory Sunder Nainani's** insurance will be primary coverage.
- **Stephanie Rachel Nainani's** insurance will be secondary coverage.

c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Gregory Sunder Nainani's** spouse's insurance will be primary coverage.
- **Stephanie Rachel Nainani's** spouse's insurance will be secondary coverage.

d. Both parties will equally share the out-of-pocket costs of the insurance premiums.

e. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance,

and co-payments paid by a party for the dependent children.

f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

g. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

h. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Stephanie Nainani will be responsible for child care expenses incurred during her parenting time, and Gregory Nainani will be responsible for child care expenses incurred during his parenting time.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

53. Vehicles will be divided as follows:

a.

Year: 2022

Make: Jeep

Model: Wrangler Unlimited 4Xe Rubicon

VIN: 1C4JJXR61NW230510

Owner (before divorce): Nainani, Gregory S., or Nainani, Stephanie R.

Current value: \$26,500.00

Amounts Estimated: yes

Basis of Estimation: Kelly Blue Book trade in value plus 20% of upgrades.

Both parties stipulate to the value.

Ownership After Divorce: Stephanie Rachel Nainani

Loan: N/A

b.

Year: **2026**

Make: **Ford**

Model: **Ranger**

VIN: **1FTER4LR1TLE07065**

Owner (before divorce): **Gregory Nainani**

Current value: **\$47,940.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book mid trade in value. Both parties stipulate to the value.**

Ownership After Divorce: **Gregory Sunder Nainani**

I.

Lender: **Ally Bank**

Address: **POB 380902, Bloomington, MN 55438-0902**

Date Acquired: **N/A**

Amount Owed: **\$40,335.36**

Amounts Estimated: **no**

Monthly Payment: **\$768.17**

The debt will be paid as follows: **Gregory Sunder Nainani will pay the entire debt. Gregory Sunder Nainani will provide a copy of the divorce decree to the lender.**

c.

Year: **2021**

Make: **Dynamax**

Model: **DX3**

VIN: **1 FVACXFE7LHLE4938**

Owner (before divorce): **Nainani, Gregory and Nainani, Stephanie**

Current value: **\$200,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Similar priced vehicles online. Both parties stipulate to the value.**

Ownership After Divorce: **Gregory Sunder Nainani**

Loan: **N/A**

Bank and credit union accounts

54. Bank and credit union accounts will be divided as follows:

a.

Account Number: **3070**

Account Type: **Checking - Gregory**

Institution Name: **Chase Bank**
Address: **PO Box 44959, Indianapolis, IN 46244-4959**
Date Opened: **N/A**
Balance (US Dollars): **\$1,566.52**
Estimated: **no**
Owner: **Gregory Sunder Nainani**
Co-Owner(s): **N/A**
Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$1,566.52 from this money.**

b.

Account Number: **3910**
Account Type: **Savings - Gregory**
Institution Name: **Chase Bank**
Address: **PO Box 44959, Indianapolis, IN 46244-4959**
Date Opened: **N/A**
Balance (US Dollars): **\$1,500.01**
Estimated: **no**
Owner: **Gregory Sunder Nainani**
Co-Owner(s): **N/A**
Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$1,500.01 from this money.**

c.

Account Number: **5327**
Account Type: **Checking - Stephanie**
Institution Name: **Chase Bank**
Address: **PO Box 44959, Indianapolis, IN 46244-4959**
Date Opened: **N/A**
Balance (US Dollars): **\$1,397.23**
Estimated: **no**
Owner: **Stephanie Rachel Nainani**
Co-Owner(s): **N/A**
Divide as follows: **Stephanie Rachel Nainani should be awarded the entire balance of \$1,397.23 from this money.**

d.

Account Number: **4807**
Account Type: **Savings - Stephanie**
Institution Name: **Chase Bank**

Address: **PO Box 44959, Indianapolis, IN 46244-4959**

Date Opened: **N/A**

Balance (US Dollars): **\$1,045.82**

Estimated: **no**

Owner: **Stephanie Rachel Nainani**

Co-Owner(s): **N/A**

Divide as follows: **Stephanie Rachel Nainani should be awarded the entire balance of \$1,045.82 from this money.**

e.

Account Number: **None**

Account Type: **Coinbase**

Institution Name: **Coinbase, Inc.**

Address: **248 3rd Street #434, Oakland, CA 94607**

Date Opened: **N/A**

Balance (US Dollars): **\$13,579.57**

Estimated: **no**

Owner: **Gregory Sunder Nainani**

Co-Owner(s): **N/A**

Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$13,579.57 from this money.**

f.

Account Number: **8125**

Account Type: **HSA - Optum - Gregory**

Institution Name: **Optum Bank**

Address: **PO Box 271629 Salt Lake City, UT 84130**

Date Opened: **N/A**

Balance (US Dollars): **\$5,895.00**

Estimated: **no**

Owner: **Gregory Sunder Nainani**

Co-Owner(s): **N/A**

Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$5,895.00 from this money.**

Cash owned by Gregory Sunder Nainani

55. The cash owned by Gregory Sunder Nainani will be divided as follows:

a.

Address: **SAFEGUARDED, -, -, - - -**

Balance (US Dollars): **\$1,186.00**

Estimated: **no**

Owner: **Gregory Nainani**

Co-Owner(s): **N/A**

Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$1,186.00 from this money.**

Other financial assets

56. These other financial assets will be divided as follows:

a.

Account Number: **N/A**

Account Type: **N/A**

Institution Name: **N/A**

Address: **SAFEGUARDED, -, -, - -**

Balance (US Dollars): **\$5,767.00**

Estimated: **no**

Owner: **Gregory Nainani**

Co-Owner(s): **N/A**

Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$5,767.00 from this money.**

b.

Address: **SAFEGUARDED, -, -, UT - -**

Balance (US Dollars): **\$3,000.00**

Estimated: **no**

Owner: **Stephanie Nainain**

Divide as follows: **Stephanie Rachel Nainani should be awarded the entire balance of \$3,000.00 from this money.**

c.

Address: **SAFEGUARDED, -, -, - -**

Balance (US Dollars): **\$2,660.00**

Estimated: **yes**

Estimation basis: **Observation of the the cash equivalent required to book the same room at Maui Bay Villas, discounted by 2 cents per point for the risk associated with not being able to use them all. Both parties stipulate this is the value.**

Owner: **Gregory Nainani**

Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$2,660.00 from this money.**

d.

Address: **SAFEGUARDED, -, -, - -**

Balance (US Dollars): **\$6,820.00**

Estimated: **yes**

Estimation basis: **Cash cost of a sample of rooms. Both parties stipulate to the value of these Marriott and Hilton loyalty points**

Owner: **Gregory Nainani**

Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$6,820.00 from this money.**

e.

Address: **SAFEGUARDED, -, -, - -**

Balance (US Dollars): **\$42,823.00**

Estimated: **no**

Owner: **Stephanie Nainani**

Divide as follows: **Stephanie Rachel Nainani should be awarded the entire balance of \$42,823.00 from this money.**

f.

Address: **SAFEGUARDED, -, -, - -**

Balance (US Dollars): **\$14,471.33**

Estimated: **no**

Owner: **Gregory Nainani**

Divide as follows: **Gregory Sunder Nainani should be awarded the entire balance of \$14,471.33 from this money.**

Debts

57. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **1002**

Institution Name: **American Express**

Address: **POB 60189, City of Industry, CA 91716-0189**

Amount owed on debt (in US Dollars): **\$7,096.83**

Minimum Monthly Payment (in US Dollars): **\$176.00**

Owner: **Stephanie Nainani**

Estimation Basis: **Credit issuer minimum payment terms**

The debt will be paid as follows: **Stephanie Rachel Nainani will pay the entire debt. Stephanie Rachel Nainani will provide a copy of the divorce decree to the lender.**

b.

Account Number: **7021**

Institution Name: **Southwest Visa - Stephanie**

Address: **P.O. Box 6294, Carol Stream, IL 60197-6294**

Amount owed on debt (in US Dollars): **\$4,766.12**

Minimum Monthly Payment (in US Dollars): **\$54.00**

Owner: **Stephanie Nainani**

Estimation Basis: **Credit issuer minimum payment terms**

The debt will be paid as follows: **Stephanie Rachel Nainani will pay the entire debt. Stephanie Rachel Nainani will provide a copy of the divorce decree to the lender.**

c.

Account Number: **5005**

Institution Name: **American Express (Platinum)**

Address: **POB 60189, City of Industry, CA 91716-0189**

Amount owed on debt (in US Dollars): **\$654.00**

Minimum Monthly Payment (in US Dollars): **\$654.00**

Owner: **Gregory Nainani**

The debt will be paid as follows: **Gregory Sunder Nainani will pay the entire debt. Gregory Sunder Nainani will provide a copy of the divorce decree to the lender.**

d.

Account Number: **1005**

Institution Name: **American Express (Bonvoy)**

Address: **POB 96001, Los Angeles, CA 90096-80003**

Amount owed on debt (in US Dollars): **\$8,124.75**

Minimum Monthly Payment (in US Dollars): **\$225.00**

Owner: **Gregory Nainani**

The debt will be paid as follows: **Gregory Sunder Nainani will pay the entire debt. Gregory Sunder Nainani will provide a copy of the divorce decree to the lender.**

e.

Account Number: **6064**

Institution Name: **Visa - Sapphire - Gregory**

Address: **POB 6294, Carol Stream, IL 60197-6294**
Amount owed on debt (in US Dollars): **\$558.66**
Minimum Monthly Payment (in US Dollars): **\$43.00**
Owner: **Gregory Nainani**
Estimation Basis: **Credit issuer minimum payment terms**
The debt will be paid as follows: **Gregory Sunder Nainani will pay the entire debt. Gregory Sunder Nainani will provide a copy of the divorce decree to the lender.**

Real property

58. The parties acquired the following real property during the marriage:

a.

Description: **Pre-divorce home**
Address: **SAFEGUARDED, -, -, - - -**
Tax ID: **09-317-0005**
Legal Description: **ALL OF LOT 5, DEER HAVEN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER OF DAVIS COUNTY, UTAH.**
Date property acquired: **May 14, 2024**
Names on title: **Gregory S Nainani and Stephanie R Nainani**
Original cost: **\$910,000**
Current value: **\$948,000.00**
Property values estimated: **yes**
Estimation basis for property value: **Current value. Both parties stipulate to the value.**
Disposal: **Stephanie Rachel Nainani will receive sole ownership of this property.**

i.

Creditor: **N/A**
Names on mortgage: **Stephanie R Nainani**
Date mortgage acquired: **Mar 3, 2026**
Mortgage balance: **\$710,341.48**
Monthly payment: **\$5,022.11**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **Stephanie Rachel Nainani will pay the entire debt. Stephanie Rachel Nainani will provide a copy of the divorce decree to the lender.**

b.

Description: **HGV timeshare - one week in Park city**
Address: **2307 W High Mountain Rd, Park City, Summit, UT 84098 USA**

Tax ID: ESCLAL-4-254-AM

Legal Description: SUNRISE LODGE A Vacation Ownership Interest consisting of an undivided fee simple interest in the fraction set forth below in and to the below-referenced Assigned Timeshare Unit and the Common Areas and Facilities appurtenant thereto in SUNRISE LODGE, as more particularly described in, and subject to (i) that certain Second Amended and Restated Declaration of Condominium for Escala Lodges Condominiums, an Expandable Condominium Project, dated May 2, 2012, recorded on May 3, 2012, as Entry No. 00944746, in Book 2126, beginning at Page 1906, in the Official Records of Summit County, Utah (as amended from time to time, the "Condominium Declaration"), and (ii) that certain Declaration of Covenants, Conditions, Easements and Restrictions and Vacation Ownership Instrument for Sunrise Lodge (Phase 2 of Escala Lodges Condominiums), dated October 25, 2012, and recorded on October 31, 2012, as Entry No. 00956436, in Book 2154, beginning at Page 0928, in the Official Records of Summit County, Utah (as amended from time to time, the "Timeshare Declaration"). The Condominium Declaration and the Timeshare Declaration are herein after collectively referred to as the "Declarations." Vacation Ownership Interest #1: Identification number: ESCLAL-4-254-AM-32, Assigned Timeshare Unit Number: 4 -254, Unit Type: 2 BEDROOM PLUS, Floating Assigned Use Week Number: 32, Undivided Interest: 1/52, Occupancy: Annual Unit Week, Assigned Season: Gold

Date property acquired: Jul 25, 2015

Names on title: Gregory Sunder Nainani and Stephanie Rachel Nainani

Original cost: \$27,080.2

Current value: \$4,500.00

Property values estimated: yes

Estimation basis for property value: Similar units priced online - wide variation in values for timeshares. Both parties stipulate to this value.

Disposal: Stephanie Rachel Nainani will receive sole ownership of this property.

i.

Creditor: ,

Names on mortgage: N/A

Date mortgage acquired: N/A

Mortgage values estimated: N/A

This mortgage will be paid as follows after the divorce: N/A

c.

Description: HGV Maui Bay Villas - one week timeshare

Address: 575 S Kihei Rd, Kihei, Maui, HI 96753 USA

Tax ID: Tax Map Key No. (2) 3-9-001-086 (por); 083 and 120

Legal Description: A Vacation Ownership Interest in the Real Property having the meaning ascribed to it at Recital B and legally described at Exhibit "A" to that certain Declaration of Covenants, Conditions and Restrictions and Vacation Ownership Instrument for Maui Bay Villas Vacation Suites, recorded January 16, 2020, in the Bureau of Conveyances of the State of Hawaii as Document No. A-7320031 S, as amended ("Declaration,,c) onsisting of the following: Fee simple ownership interest in the Real Property consisting of an undivided 0.003618380233931710 % interest therein, having Vacation Ownership Interest Identification Number: 64-9203-24-7- ,,,- , as tenant(s) in common with the holders of other undivided interests in and to the timeshare project known as Maui Bay Villas Vacation Suites, as established by the Declaration. Together with the following: (a) The recwring right to reserve, use and occupy for a _F_U LL _WE_E__K_ __ _ Occupancy Period~ a Suite of a TYPE 1-IBR REG KING Suite Configuration, on a Floating Unit/Floating Time basis every YEAR during the PLATINUMS eason, in accordance with, and subject to, the Declaration, together with the right in common with owners of all other Suites to use and enjoy the Common Areas of the Project during the Occupancy Period reserved to each aforesaid Vacation Ownership Interest; and (b) Membership in the Hilton Grand

Date property acquired: Oct 24, 2025

Names on title: Gregory Sunder Nainani and Stephanie Rachel Nainani

Original cost: \$65,980

Current value: \$12,000.00

Property values estimated: yes

Estimation basis for property value: Similar units priced online - wide variation in values for timeshares. Both parties stipulate to this value.

Disposal: Gregory Sunder Nainani will receive sole ownership of this property.

i.

Creditor: N/A

Names on mortgage: Gregory Sunder Nainani and Stephanie Rachel Nainani

Date mortgage acquired: Oct 24, 2025

Mortgage balance: \$23,719.03

Monthly payment: \$347.62

Mortgage values estimated: yes

Estimation basis for mortgage balance: The most recent monthly installment statement from the lender.

This mortgage will be paid as follows after the divorce: Gregory Sunder Nainani will pay the entire debt. Gregory Sunder Nainani will provide a copy of

the divorce decree to the lender.

Alimony

59. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

60. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

61. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **8888**

Plan Name: **IRA Roth**

Plan Administrator: **JP Morgan Core Advisory Portfolio**

Company Name: **JP Morgan**

Address: **6275 Highland Drive, Salt Lake City, 84121**

Date Opened: **Jan 1, 2025**

Plan Value: **\$33004.8**

This plan is in the name of: **Gregory Sunder Nainani**

Divide as follows: **The retirement money should be awarded by percentage.**

Gregory Sunder Nainani should be awarded 23% and Stephanie Rachel Nainani should be awarded 77%. Stephanie Rachel Nainani should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.

b.

Account Number: **8889**

Plan Name: **JPMS LLC IRA**

Plan Administrator: **JP Morgan Core Advisory Portfolio**

Company Name: **JP Morgan**

Address: **6275 Highland Drive, Salt Lake City, 84121**

Date Opened: **Jan 1, 2025**

Plan Value: **\$255178.78**

This plan is in the name of: **Gregory Sunder Nainani**

Divide as follows: The retirement money should be awarded by percentage. **Gregory Sunder Nainani should be awarded 80.81% and Stephanie Rachel Nainani should be awarded 19.19%. Stephanie Rachel Nainani should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.**

c.

Account Number: **7610**

Plan Name: **Retirement Brokerage**

Plan Administrator: **JP Morgan**

Company Name: **JP Morgan**

Address: **6275 Highland Drive, Salt Lake City, 84121**

Date Opened: **Jan 1, 2025**

Plan Value: **\$1.33**

This plan is in the name of: **Gregory Sunder Nainani**

Divide as follows: **The entire account should be awarded to Gregory Sunder Nainani.**

d.

Account Number: **0269**

Plan Name: **JP Morgan IRA**

Plan Administrator: **JP Morgan**

Company Name: **JP Morgan**

Address: **6275 Highland Drive, Salt Lake City, 84121**

Date Opened: **Mar 1, 2024**

Plan Value: **\$69614.45**

This plan is in the name of: **Stephanie Rachel Nainani**

Divide as follows: **The entire account should be awarded to Stephanie Rachel Nainani.**

e.

Account Number: **8788**

Plan Name: **Fidelity Ogden 401(k)**

Plan Administrator: **Ogden Clinic Business Office**

Company Name: **Fidelity**

Address: **1378 E 6000 S, South Ogden, UT, 84405**

Date Opened: **Feb 1, 2023**

Plan Value: **\$62367.35**

This plan is in the name of: **Stephanie Rachel Nainani**

Divide as follows: **The entire account should be awarded to Stephanie Rachel Nainani.**

Additional provisions

62. The parties will adhere to the following additional provisions:

a.

Additional Provision: 1. PRIVATE SCHOOL COST SHARING. If the children are enrolled in private school, Greg will only be financially responsible to the extent he agrees to be in writing via email. **2. PRIORITY PAYMENT OF CREDIT CARD DEBT.** Stephanie Nainani agrees to pay off her American Express card ending in 1002 within two months of the court's acceptance of this petition and provide Gregory Nainani with evidence of doing so within 70 days of the court's acceptance of this petition. **3. REMOVING GREGORY NAINANI FROM THE JEEP TITLE.** Stephanie agrees to get the Jeep Wrangler Unlimited (VIN 1C4JJXR61NW230510) titled in her name only within 30 days of the court's acceptance of this document. Stephanie Nainani acknowledges that Gregory Nainani has provided her with the original and unencumbered Utah title. **4. MARITAL ASSET VALUATION DATE AND NET ASSET CARVE-OUT FOR THE BENEFIT OF STEPHANIE NAINANI.** The parties agreed to value their net assets as of May 17, 2026 (recorded on video and shared with each party). Although all assets and debts were viewed as marital, Gregory Nainani agreed to exclude the effects of two types of transactions for the benefit of Stephanie Nainani: RV upgrades and the effect of his trading in his 2018 BMW M550i for a 2026 Ford Ranger. Both parties stipulate to the equity of the split of net assets as reflected in this document. **5. CYCLE REFERENCE DATE CLARIFICATION.** The two-week parenting cycle shall begin on the first Monday following the date a court approves this divorce petition. That Monday is designated Week 1, Day 1. All subsequent weeks are numbered consecutively from that date without reset. The phrase "first Monday of month" in the parenting schedule description is superseded by this provision and shall have no effect. **6. HOLIDAY OVERRIDE OF NOON TRANSFERS.** When a holiday period listed in the special occasions schedule applies, the holiday start and end times stated in that schedule govern and supersede the standard noon-to-noon transfer time for that transition only. All other transitions during a holiday period that are not explicitly addressed by the holiday schedule shall continue to occur at noon. For the avoidance of doubt: a holiday that begins at 5:30 p.m. on a given day starts at 5:30 p.m., not at noon on that day, and a holiday that ends at 8:30 p.m. ends at 8:30 p.m., not at noon. **7. TEMPORARY STORAGE OF GREGORY NAINANI'S ITEMS.** Stephanie Nainani agrees to allow Gregory Nainani to store four plastic tote boxes of his personal belongings at the home for up to fourteen (14) months. Gregory Nainani agrees to access these boxes only with Stephanie Nainani's consent via text message or email. Stephanie Nainani agrees not to withhold consent unnecessarily, and never for more than ten

days after the request is made. If Gregory Nainani otherwise has consent to be in the house, he may access his boxes while there without additional notification. The adjustable-height "Evo" brand desk currently in the downstairs office will be considered Gregory Nainani's property post-divorce. For mutual benefit, Gregory Nainani will leave the desk at the home for Stephanie Nainani's household use. Stephanie Nainani agrees to provide the desk to Gregory Nainani with 30 days' notice via text message or email. Gregory Nainani agrees to remove the desk within 30 days' notice from Stephanie Nainani. 8. DIVISION OF JP MORGAN IRA ACCOUNTS; NO QDRO REQUIRED. The parties' JP Morgan accounts ending 8888 (Roth IRA) and 8889 (JPMS LLC IRA) are individual retirement accounts, not employer plans subject to ERISA. Notwithstanding any reference in these documents to a Qualified Domestic Relations Order (QDRO), no QDRO is required or shall be prepared for these two accounts. Pursuant to the parties' Stipulated Amendment (signed August 3-4, 2026, filed with the final documents), each account shall be divided by direct trustee-to-trustee transfer incident to divorce under 26 U.S.C. Section 408(d)(6) as follows, stated as percentages of each account's value as of the date of transfer and not as dollar amounts: account 8888 (Roth IRA): 77.00% to Stephanie Rachel Nainani and 23.00% to Gregory Sunder Nainani; account 8889 (JPMS LLC IRA): 19.19% to Stephanie Rachel Nainani and 80.81% to Gregory Sunder Nainani. Within 30 days of entry of the Decree, Stephanie Rachel Nainani shall open the receiving IRA accounts (Roth-to-Roth for account 8888; traditional-to-traditional for account 8889) and provide the information the custodian requires, and Gregory Sunder Nainani shall sign and submit the custodian's transfer forms. All transfer documentation submitted to the custodian shall state the division as percentages only.

Duty to sign documents

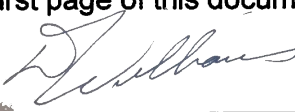
63. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

09/03/26

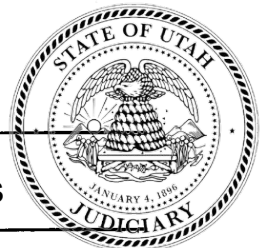
Date

Signature



Judge

Judge David Williams



Date

Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party
Signature ▶ Stephanie Nainani

Other Party
Name Stephanie Rachel Nainani

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Stephanie Nainani**

Method of service: **Email**

Address: **LaboristMD@gmail.com**

Date of Service: ~~Aug 14, 2026~~ Aug 15, 2026

~~08/14/2026~~ 08/15/2026 Signature ▶

Date

Gregory Sunder Nainani

Printed
Name

Gregory Sunder Nainani