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PRIVATE RECORD

Attorney for Eric Iverson

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

In the Matter of the Marriage of:
DANIELA IVERSON,
Petitioner,

and

ERIC IVERSON,
Respondent.

DECREE OF DIVORCE

Case No. 254700531

Judge: Ronald Russell
Commissioner: Julie Winkler

The above-captioned matter has come before this court on Petitioner's *Petition for Divorce*. Both parties have stipulated to entry of this Decree of Divorce pursuant to the *Divorce Stipulation* filed with this court on April 7, 2025. The court, after having reviewed this stipulation and finding the same to be fair, just, and equitable, does HEREBY ORDER, ADJUDGE AND DECREE AS FOLLOWS:

JURISDICTION

1. The parties were both bona fide residents of Davis County, State of Utah, on the date the case was filed and for three (3) months immediately prior to the filing of this action in accordance with Utah Code §81-4-402(1).
2. Petitioner and Respondent are husband and wife, having been married on October 6, 2007 in Salt Lake City, Utah.

3. After these divorce proceedings commenced, the parties both relocated to Florida. Since that time, and after the stipulation for divorce was signed, Respondent relocated back to Utah and Petitioner remained in Florida with the children.

GROUND

4. The parties shall be awarded a divorce from one another on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of the marriage impossible.

CHILDREN

5. The parties have two (2) minor children together. Namely:

- a. C.S.I., born 06/13/2009
- b. J.G.I., born 08/16/2015

6. The parties' minor children resided in the State of Utah for more than six (6) months prior to the commencement of this action pursuant to Utah Code §78B-13-201(1)(a).

7. The parties do not have knowledge of any custody proceeding concerning the minor children, other than this divorce proceeding, in a court of Utah or any other state or jurisdiction.

8. The parties do not know of any other person not a party to these proceedings who has physical custody of the minor child or who claims to have custody or visitation rights with respect to the minor child.

CUSTODY

9. Legal Custody: It is in the best interests of the parties' minor children that the parties be awarded joint legal custody. 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. The parents will share responsibility for making major decisions about the children. If there is a disagreement, 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 attend mediation.

10. Physical Custody: Petitioner shall be awarded sole physical custody of the minor children. Respondent should have parent-time at reasonable times and places as follows:

- a. Petitioner shall drop off the children at Respondent's residence between 5:00 PM and 6:00 PM every Wednesday. The children shall stay Wednesday overnight at Respondent's residence. Respondent shall be responsible for transportation to school the following morning or to Petitioner's residence when school is not in session.
- b. Respondent shall have parent-time every other weekend. Respondent shall pick up the children at Petitioner's residence between 5:00 PM and 6:00 PM on Friday and keep them through Sunday between 5:00 PM and 6:00 PM. Petitioner shall pick the children up to commence her parent-time.
- c. Holiday: Holiday Parenting Time Schedule Holidays shall be divided evenly between the parents as follows:
 - i. Even-numbered years:
 - Respondent shall have the children on Thanksgiving Day from 9:00 AM to 8:00 PM.
 - Respondent shall have the children on Christmas Eve from

9:00 AM to 8:00PM.

- Respondent shall have the children on July 4th from 9:00 AM to 8:00 PM.

- Petitioner shall have the children on Christmas Day from 9:00 AM to 8:00 PM.

- Petitioner shall have the children on New Year's Eve from 9:00 AM to 8:00 PM.

- Petitioner shall have the children on Memorial Day and Labor Day from 9:00 AM to 8:00 PM

ii. Odd-numbered years:

- Petitioner shall have the children on Thanksgiving Day from 9:00 AM to 8:00 PM.

- Petitioner shall have the children on Christmas Eve from 9:00 AM to 8:00 PM.

- Petitioner shall have the children on July 4th from 9:00 AM to 8:00 PM.

- Respondent shall have the children on Christmas Day from 9:00 AM to 5:0 PM.

- Respondent shall have the children on New Year's Eve from 9:00 AM to 8:00 PM.

- Respondent shall have the children on Memorial Day and Labor Day from 9:00 AM to 8:00 PM.

iii. Special Holidays:

- The children shall spend Father's Day with Respondent, starting at 6:00 PM the night before and continuing through Father's Day.
- The children shall spend Mother's Day with Petitioner starting at 6:00 PM the night before and continuing through Mother's Day.
- The children's birthdays shall be alternated each year between the parents, with the parent who does not have the child on their actual birthday being allowed a celebration on a different day within that week.

Vacation:

- Each party shall be entitled to two weeks of uninterrupted vacation time with the children each year
- The vacation time must be scheduled with at least 30 days' advance notice to the other parent.

- iv. For holidays and vacations, the parent starting their holiday time shall be responsible for pickup.

PARENTING PLAN

11. Advisory Guidelines: The Advisory Guidelines of Utah Code §81-9-202 shall be binding upon the parties unless otherwise conflicting with terms herein.

12. SCHEDULE MODIFICATIONS:

- a. The schedule may be changed upon mutual agreement of both parents.
 - b. Minor and temporary schedule changes may be agreed upon verbally or in writing.
 - c. Major and permanent schedule changes must be agreed upon in writing.
- This schedule shall remain in effect unless modified by mutual agreement or court order.

13. EDUCATION PLAN

- a. **School:** The children shall attend school based on Petitioner's residence.
- b. Petitioner and Respondent have authority to check the children out of school.
- c. Petitioner and Respondent have access to the children during school.
- d. If the parents cannot agree, education decisions will be made by Daniela Iverson.

14. COMMUNICATION & INFORMATION.

- a. **Communication with the Children:** The parties shall provide age-appropriate help to the children to communicate with the other parent whenever the children choose while the other party is exercising parent-time with the children. Neither party shall use communication with the children to unreasonably disrupt the other parent's exercise of parent-time.
- b. **Communication Between Parents:** Communication about adult issues shall occur between the parties only. This means that in the event that one or both of the parties remarries or finds a significant other, the parties will continue to

communicate with one another and not communicate instead through their new spouse, a significant other, or any other third party. Similarly, the parties shall not include their spouse, significant other, or a third party in the discussions between the parties about the children. Communication between co-parents shall be peaceful, civil, and nonabusive.

c. Access: Each parent shall have reasonable phone and electronic communication with the children while they are in the care of the other parent. Neither parent shall interfere with or restrict communication between the children and the other parent unless deemed necessary for the child's wellbeing.

d. Method of Communication: The parties shall communicate with each other by any method; however, either parent may limit communication to email or text message and the other parent must comply.

15. TRANSPORTATION, TRAVEL, AND LOCAL RELOCATION.

a. 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.

b. If the children will be travelling for more than 2 days, the parent arranging the travel will notify the other parent at least 15 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance, pursuant to Utah Code §81-9-202(19). In case of emergency, the parent will provide as much notice as possible.

RELOCATION

16. If party moves more than 149 miles from their current residence, they must follow the provisions outlined in Utah Code §81-9-209.

17. If either parent lives more than 149 miles 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 and the parties shall follow the parent-time schedule outlined in Utah Code §81-9-209.

18. 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.

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

CHILD SUPPORT

20. The parties shall be ordered to pay child support as calculated and determined pursuant to the Uniform Child Support Guidelines and the laws of the State of Utah.

21. Daniela Iverson's gross monthly income for child support purposes is \$12,500.00.

22. Eric Joseph Iverson's gross monthly income for child support purposes is \$5,040.00.

23. Respondent's child support obligation shall be \$678.00, based on a sole custody calculator for two minor children and using the incomes outlined above.

24. Child support shall commence April 02, 2025, the date the stipulation for divorce was signed.

25. When support terminates for one child, the child support for any remaining child shall be recalculated pursuant to the child support guidelines and shall automatically adjust without further order of this court.

26. Pursuant to Utah Code §81-6-211, there shall be an automatic reduction for extended parent-

time.

27. The parties shall have the right to adjust child support depending on substantial changes in circumstances, including increases or decreases in either party's incomes, as is set forth in Utah Code §81-6-202.

28. Unless the Court orders otherwise, support for a child shall terminate at the time: (1) the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801.

MEDICAL EXPENSES & INSURANCE COVERAGE

29. The parties shall ensure the children are covered with adequate health insurance. In the event health insurance is or becomes available to either party through employment as a benefit or at reduced cost, then at least one party shall be required to purchase and maintain medical insurance for the benefit of the parties' minor children.

30. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain said 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.

31. Each party shall pay one-half of the out-of-pocket cost of the medical, dental and orthodontic insurance premium or costs actually paid by a parent for the children's portion of the medical and dental insurance as provided in Utah Code §81-6-208. If the parties each cover the children with

insurance coverage and incur an actual cost for such insurance, they shall each pay their own insurance premiums and contribute nothing to the other.

32. Pursuant to Utah Code §81-6-208(9), at any time when the parties are sharing the cost of a health insurance premium, the children's portion of the premium is a per capita share 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 coverage.

33. Both parents shall share equally in all routine medical and dental expenses actually paid, whether covered or only partially covered by insurance (including but not limited to one-half of expenses for copays, prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, physical therapy, ophthalmology, optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, etc.) as well as other reasonably necessary uninsured medical and dental expenses of the minor children, in accordance with Utah Code §81-6-208.

34. The party incurring a healthcare expense on behalf of the parties' minor children shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent via text message or email.

35. The other party shall have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

36. 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 provide the above verification within the thirty-day time period.

37. Pursuant to Utah Code § 15-4-6.7 and §81-4-406, when a court order has been entered

providing for payment of medical expenses of a minor child, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, the parties shall cooperate in providing a copy of this Decree to any creditors, notify the creditors of their current address, and inform the creditor that they cannot make a claim for unpaid medical expenses or make a negative report against a party who has paid their one-half share of the children's medical expenses.

38. Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

39. The parent who maintains health insurance shall provide verification of the coverage to the other parent, upon initial enrollment of the children, and thereafter on or before January 2nd of each calendar year.

40. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

CHILDCARE

41. Pursuant to Utah Code §81-6-209, the parties shall share equally the actually-incurred, reasonable work-related childcare expenses performed by a childcare provider.

42. Pursuant to Utah Code §81-6-209(2)(a), if a party incurs a childcare expense for the parties' minor children, they shall provide written verification of the childcare provider and the cost and payment of the childcare expense to the other parent within thirty (30) days of incurring such expense. If written verification of the cost and identity of the provider are not provided within thirty (30) calendar days, the party incurring childcare expenses may be denied the right to

receive credit for the expenses or to recover the other party's share of the expenses. Written verification may be sent by text message or email.

43. The other party shall reimburse the party who incurred the expense as soon as they receive verification of the expense.

44. A child care provider for our children must be:

- a. A licensed child care provider.
- b. A relative, friend, or neighbor.
- c. Someone who both parents agree upon.

ASSETS AND DEBTS

45. Real Property: The parties do not own any real property.

46. Personal Property: The parties have already perfected division of personal property. Specifically, the parties shall be awarded the following:

- a. Petitioner shall be awarded the following assets, and shall be hereafter responsible for any debts, ongoing payments, and costs associated with such assets, holding Respondent harmless for any and all liability thereon:
 - i. US Bank checking account ending 4521.
 - ii. 2017 Jeep Grand Cherokee
- b. Respondent shall be awarded the following assets, and shall be hereafter responsible for any debts, ongoing payments, and costs associated with such assets, holding Petitioner harmless for any and all liability thereon:
 - iii. US Bank Checking account ending 8666.

47. All personal property not addressed in the divorce should be divided as the parties have

already divided it.

48. The parties shall refinance vehicles and sign titles or other appropriate documentation within 60 days to ensure vehicles are awarded to the proper party and the other party's name has been removed from any ownership or responsibility associated with the vehicle.

49. Debts: The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

RETIREMENT ACCOUNTS

50. Petitioner's The Standard Company 401k account shall be awarded solely and exclusively to her.

ALIMONY

51. Neither party shall be awarded alimony, past, present or future.

TAXES

52. Each parent may claim one child as a dependent for tax purposes each year, with Respondent claiming J.G.I. on odd-numbered years and Petitioner claiming C.S.I. on odd-numbered years. The claiming pattern will alternate annually until C.S.I. reaches the age where he can no longer be claimed as a dependent. After that, each parent may claim J.G.I. as a dependent on alternating years until he also reaches an age where he can no longer be claimed as a dependent.

53. Respondent may claim one of the children as a dependent each year provided that his child support payments are made on time, half of the childcare expenses related to work are reimbursed to Petitioner, or directly to the child care provider, and any out-of-pocket medical-related expenses that are not covered by the health insurance premium are either reimbursed to the custodial parent or paid directly to the creditor.

a. Medical-related expenses include, but are not limited to, medical deductibles, medical, dental and vision co-insurances, non-covered medical procedures, and medical equipment. may claim one of the children as a dependent each year provided that child

MISCELLANEOUS

54. Cooperation: Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail, within 60 days from entry of the Decree.

55. Last Name: Petitioner may be restored to her maiden name, if she so desires.

56. Attorney Fees and Costs: The parties shall each be responsible for their own attorney fees and costs, if any.

57. Mediation: The parties understand that future modifications to the Decree of Divorce may become necessary and that prior to filing any petition to modify the parties are required to first attempt in good faith to reach an agreement concerning their issues through a court approved mediator.

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

***ORDER BECOMES EFFECTIVE ON THE DATE OF THE ELECTRONICALLY ADDED
SIGNATURE AND SEAL AT THE TOP RIGHT-HAND CORNER OF PAGE ONE.***

Approved as to Form

Eric Iverson

Respondent

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned, Trevor D. Osborn, will submit this Decree of Divorce to the Judge for their signature upon the expiration of seven days from the date of this notice unless written objection is filed prior to that time, pursuant to Rule 7(j) of the Utah Code of Civil Procedure.

CERTIFICATE OF DELIVERY

I hereby certify that on this 19th day of August, 2026, I served a true and correct copy of the foregoing to the following via e-file:

Eric Iverson
Accepts URCP Rule 5 service via MyCase

/s/ Lizette Rodriguez