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IN THE SECOND JUDICIAL DISTRICT COURT, STATE OF UTAH IN AND FOR DAVIS COUNTY, FARMINGTON DEPARTMENT	
In the Matter of the Marriage of; ANGEL NIKOS TREJO, Petitioner, and ABIGAIL BRIANNA TREJO, Respondent.	DECREE OF DIVORCE Civil No. 254701332 Judge: Michael S. Edwards Commissioner: CHRISTINA WILSON

Petitioner having filed a Petition for Divorce against the Respondent; the Respondent having filed an Answer and Counter Petition and the parties having reached a final resolution by filing a Stipulation resolving all issues; **and the Court having previously entered its written Findings of Fact and Conclusions of Law; NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:**

1. The parties are granted a decree of divorce upon the grounds of irreconcilable differences.
2. The parties have one minor child: Ezra, born 2/1/23.
3. The parties shall share joint legal custody of their minor child.

4. The parties shall abide by the terms of the following Parenting Plan:
- a. To the extent that they do not otherwise conflict with any of the provisions of this Stipulation, the parties shall abide by the advisory guidelines set forth at UCA Section 81-9-202. In the event of a conflict between the terms of this Stipulation and the guidelines, the terms of this Stipulation shall govern and take precedence.
 - b. The parties shall handle decision making regarding the minor child as follows-
 - i. Day to day and emergency decisions shall be made by the parent who the child is with at the time. In the event of an emergency involving the child, the other parent shall be notified as soon as reasonably possible.
 - ii. The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions according to the following procedure—
 - The parent who becomes aware of a decision concerning the child shall notify the other parent upon becoming aware of the issue.
 - The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a professional or professionals (if applicable) qualified in the area of the decision.
 - In the event the parties are unable to reach an agreement regarding the decision after discussion, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

· If the parties are unable to reach an agreement regarding the decision in mediation, then either party may submit the issue to the District Court for resolution.

5. The parties are awarded joint physical custody of their minor child.

6. The parties shall alternate parent time with the minor child on a month-on/month-off basis, with the parties exchanging the child on the first day of each month. In connection with this, the following shall apply:

a. The exchanges shall take place at the St. George police station on the first day of each month, unless the parties otherwise agree in writing to a different day and/or location.

b. Per the current rotation, Abigail has had the minor child the month of July of 2026, therefore Angel will have the child the month of August of 2026, with the parties to continue to alternate monthly thereafter.

c. Virtual parent time as follows-

i. Each parent is entitled to virtual parent time with the child when the child is with the other parent, which shall take place on Tuesdays, Thursdays and Saturdays at 6:00 p.m. MST.

ii. The parent exercising the virtual parent time shall be responsible to initiate the contact on the days and at the time set forth above. The parent the child is with is responsible to ensure that the child is made available for the call.

iii. The child shall have a private space to engage in the calls.

iv. The calls shall not be monitored or supervised.

v. The calls shall be of reasonable duration, taking into consideration the child's attention span.

7. The issue of custody, parent time and child support in relation to any change in custody and/or parent time shall be reviewed when the minor child turns 4 ½ years old, with the following procedures to apply:

a. Neither party is required to show a substantial change in circumstances in relation to the review.

b. In connection with the review, the parties will initially discuss the issues and attempt to reach an agreement regarding these issues.

c. If, after discussion, the parties are unable to reach an agreement regarding these issues, then they will participate in mediation to address the issues. In connection with this, the following shall apply-

i. The mediation shall take place within sixty days of the child turning 4 ½.

ii. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

iii. If the parties are unable to reach an agreement regarding the issues in mediation, then either party may file a petition to modify with the Court relating to the issues, should they elect, and in connection with this shall not be required to show a substantial change in circumstances; as it is being acknowledged by the parties as part of this Stipulation that the child reaching the age of 4 ½ as contemplated by this review provision, is deemed a

substantial and material change is circumstances. Accordingly, the best interests of the child shall be the standard and consideration.

8. Commencing the month of August of 2026, Angel shall pay base child support in the sum of \$261.00 per month. This child support figure is based upon a joint physical custody worksheet with Abigail assigned 183 overnights, Angel assigned 182 overnights, utilizing a gross monthly income for Abigail of \$2,080.00 and a gross monthly income for Angel of \$6,705.00. Child support shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

9. Angel will continue to provide the health insurance coverage on behalf of the minor child provided it is available to him through employment at a reasonable cost. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the child's portion of insurance premiums. Any party who carries insurance on behalf of the children shall provide verification of coverage upon enrolling the children and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms. In addition, they shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or should have known of that change.

10. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child; including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance

with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

11. Pursuant to UCA Section 81-6-209, the parties shall share equally all reasonable work-related daycare expenses incurred on behalf of the minor child.

12. The tax deductions for the minor child shall be handled as follows:

- a. Angel is awarded the state and federal tax deductions for the minor child every year.
- b. In the event Abigail is gainfully employed in the future such that she will derive a tax benefit from claiming the child, she shall provide Angel with verification of employment and income, and upon providing verification Abigail is awarded the state and federal tax deductions for the minor child in odd-numbered calendar tax years and Angel is awarded the state and federal tax deductions for the minor child in even-numbered calendar tax years.
- c. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the year(s) which they are entitled to claim. Any such form(s) shall be completed by the parties and exchanged on or before February 15th of each year.

13. There is no real property subject to division.

14. The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of this Stipulation as a full and complete division of personal property, with the exception of the following items which are awarded to Abigail*:

- Abigail's clothing, personal effects and personal documents

- Make-up vanity
- Crib
- HP laptop used for school
- Diamond stud earrings
- Silver cross necklace
- Newborn clothes
- Baby clothes
- Holiday decorations
- Approximately 10-12 totes containing Abigail's personal property. If the pregnancy test, newborn hair, umbilical cord and/or Apple watch are located or in any of Abigail's totes, these items are awarded to her

*The above items will be received by Abigail during parent time exchanges over the next few months, as all of the items will not fit in either party's vehicle, so can not be transported in one load. Accordingly, prior to each parent time exchange, Angel will pack as many of the above items that he can reasonably fit into his vehicle, and the items will be delivered to Abigail at the parent time exchange, which will continue until all of the items are delivered to Abigail.

15. Angel is awarded the 2019 VW Atlas as his sole and separate property free and clear of any claim or interest of Abigail; subject to all debt, liability and encumbrance thereon, which he shall hold her harmless from. Within 30 days of the date of this Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

16. Abigail does not have any vehicle titled in her name.

17. The debts shall be divided as follows*:

a. Abigail

- Any credit cards solely in her name, any debts incurred solely by her and/or in her name, and any debts incurred solely by her since the date of separation on 7/9/25
- Her own medical and dental expenses

b. Angel

- Capital One (VW vehicle loan)
- Capital One credit card
- Military Star credit card
- TSP loan
- Any other credit cards solely in his name, any other debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on 7/9/25
- His own medical and dental expenses

*Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

18. Retirement/investment accounts will be handled as follows:

- a. Abigail does not have any retirement or investment accounts in her name.
- b. Angel is awarded the TSP account in his name as his sole and separate property free and clear of any claim or interest of Abigail.

19. There are no joint financial institution accounts. Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party.

20. Taxes shall be handled as follows:

a. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

c. Commencing with the 2025 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

21. Abigail shall continue to be covered under Angel's health insurance policy until entry of the decree of divorce. Once the decree is entered, Abigail shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

22. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance

policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate this provision, which shall be completed within 30 days of the date of this Stipulation.

23. There are no whole life insurance or annuity policies with any cash value. Each party is awarded all term life insurance policies owned by them, in their names, and/or issued/provided through their own employer and/or employment; with each party under an affirmative duty to change their beneficiary designations accordingly.

24. Commencing the month of August of 2026, Angel shall pay alimony to Abigail in the sum of \$500.00 per month, for a term/period of four years. Alimony shall be paid in two equal monthly installment payments of one-half on or before the fifth of each month and one-half on or before the twentieth of each month. Alimony shall terminate earlier than the four-year term upon the death of either party, or upon Abigail's re-marriage or co-habitation; whichever should first occur.

25. As and for a global property settlement, Angel shall pay to Abigail the total sum of \$1,404.00. This total sum for the property settlement shall be paid as follows:

a. Monthly payments of \$100.00 per month, commencing September 1, 2026, to be paid in one payment by the first of each month, and paid on a monthly basis thereafter until the property settlement is paid in full.

b. Angel may pre-pay any portion or all of the property settlement without penalty.

26. At her sole option and election, Abigail may be restored to her maiden surname of "Lewis".

27. The following mutual restraining order are entered:

- a. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
 - b. The parties are mutually restrained from disparaging one another to the minor child, alienating, or otherwise interfering with the other's relationship with the minor child; or allowing any third party to do so.
 - c. The parties shall not involve the minor child in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the minor child or the minor child's preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.
 - d. Neither party will allow the child to be in the presence of any third party engaged in any activity prohibited by this restraining order, and the parties are under an affirmative duty to remove the child from any such setting.
 - e. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.
28. During the minor child's minority, either may request, in writing, that the other party submit to drug and/or alcohol testing. The party requesting the test shall indicate in the written request the type of test they are requesting to be taken by the other party. All testing shall be conducted at a state-licensed facility, in accordance with the testing facility's requirements, and be

conducted at a testing facility that observes specimen collection and is within 20 miles of the residence of the party who is being requested to submit to the test. Upon written request, the party being requested to take the test shall complete the test within 48 hours if requested on a Monday, Tuesday, Wednesday, or Thursday. If the test is requested on a Friday, a weekend or a legal holiday; then that party shall submit to the test by 5:00 p.m. on the first day that the testing facility is open after the written request was made. Once a request is made, the party who has been requested to take the test shall not alter their hair or otherwise manipulate the test results. A missed test, failure to take a requested test or failure to complete a test within the required time frame, shall be deemed a “dirty”/positive result. All test results shall be provided/made available to the party requesting the test and the requesting party is allowed/authorized to directly access all test results and speak directly with the testing facility regarding any tests. The party taking the test shall execute any release(s) and any necessary paperwork in order to effectuate this authorization. In connection with this testing, the party requesting the test shall be solely responsible to pay for the costs of any test that is requested. If the test is negative, then the party requesting the test remains responsible for the cost of the test without reimbursement from the other party; however if the test is positive, then the party testing positive shall be responsible to reimburse the requesting party for the cost of the test, which shall be paid within 30 days of the positive result.

29. The parties shall each pay their own attorney fees and costs incurred in this matter.

30. The pretrial currently scheduled for 8/3/26 shall be stricken.

32. Both parties shall execute all documents required in order to effectuate the terms of this Stipulation.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Jeremy Atwood

Signed with permission.
Jeremy Atwood
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless a written objection is filed within that time period.

DATED this 8 day of September 2026.

CORDELL | CORDELL

/s/ Robert J. Hanks

Robert J. Hanks
Attorney for Petitioner

CERTIFICATE OF SERVICE

i hereby certify that on this 8 day of September 2026, a true and correct copy of the foregoing document was served by the method indicated below, to the following:

Jeremy Atwood <i>Attorney for Respondent</i> jeremy@jeremyatwoodlaw.com	U.S. Mail, Postage Prepaid Hand Delivered Facsimile Transmission ☒ Email/Efile Overnight Mail
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/s/ Robert Hanks
Robert Hanks