The Order of the Court is stated below:
Dated: October 26, 2026 10:36:55 AM **/s/** DAVID J WILLIAMS
District Court Judge

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PRIVATE RECORD

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

In the Matter of the Marriage of: MERIELLEN APPLONIE BERARDI, Petitioner, and TRAVIS MARVIN BERARDI, Respondent.	**DECREE OF DIVORCE** CIVIL NO. 264700926 JUDGE DAVID J WILLIAMS COMMISSIONER JULIE WINKLER

The above-captioned matter has come before the Court for disposition based on the parties' *Stipulation and Settlement Agreement* (the "Agreement"), filed with the Court on October 15, 2026. The Court, having reviewed the parties' Agreement, having made its *Findings of Fact and Conclusions of Law*, and having been fully informed in the premises, ORDERS, ADJUDGES and DECREES:

1. Residency: The Petitioner is a bona fide resident of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics: The parties to this action are husband and wife, having married on May 21, 2010, in Davis County.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children. The following are minor children of the parties.

1.	Name	2.	Date of Birth
3.	E.B.B.	4.	December, 2014
5.	T.L.B.	6.	December, 2014

PARENTING PLAN

5. Custody/Parent time.

a. Physical Custody. Mother is awarded primary custody physical custody, care, and control of the minor children of the parties.

b. Parent-time. Father is awarded parent-time with the minor children as the parties can agree. If the parties cannot agree, Father is awarded standard minimum parent-time, with the following changes:

i. Every Wednesday from 5:00 p.m. until 8:00 p.m.; and

ii. Every other weekend, beginning on Saturday at 8:30 a.m. until Monday at 8:30 a.m.

iii. Mother shall be flexible with which day is set for the midweek visit with Father if his schedule changes. Father shall provide no less than fourteen (14) days' notice of any requested change to the midweek day.

c. Legal Custody. The parties are awarded joint legal custody of the minor children.

6. Extended parent-time. Extended (or "summer" parent-time) shall be as the parties can agree. If the parties cannot agree, extended parent-time shall be as follows:

a. At the election of the Father, Father is entitled up to four (4) weeks of parent-time with the minor children when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

b. For the four (4) weeks of extended parent-time:

i. Two (2) weeks shall be uninterrupted parent-time; and

ii. Two (2) weeks may be interrupted by Mother for a weekday visit on the same day on which Father is granted weekday day parent-time.

c. Mother is entitled to uninterrupted parent-time with the children for two (2) weeks when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

d. Extended parent-time shall be consecutive, except Father's four (4) weeks may be divided into two (2) separate 14-day periods that are not consecutive.

7. Holidays. The holidays shall be as the parties agree. If the parties cannot agree, the holidays shall be according to U.C.A. § 81-9-302 (with minor changes to Winter Break), as follows:

Even Years	**Odd Years**	**Holiday and Time**
Mother	Father	**Martin Luther King Jr. Holiday** (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 at 8:30 p.m. on Dr. Martin Luther King Jr. Day.
Father	Mother	**President's 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 at 8:30 p.m. on the day before school resumes.
Mother	Father	**Spring Break** (1) Holiday begins at: (a) the time that 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 at 8:30 p.m. on the day before school resumes.
Father	Mother	**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 at 8:30 p.m. on Memorial Day.
Mother	Father	**Juneteenth National Freedom Day** (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.
Father	Mother	**Independence Day** (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.
Mother	Father	**Pioneer Day** (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.
Father	Mother	**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 at 8:30 p.m. on Labor Day.
Mother	Father	**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 school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.
Father	Mother	**Halloween** (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.
Mother	Father	**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 at 8:30 p.m. on the day before school resumes.
Father	Mother	**First Half of Winter Break** (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. (3) The only exception to this schedule being that, regardless of which parent has the first or second half of Winter Break: (a) Mother shall have the children EVERY Christmas Eve from 9:00 a.m. until 10:00 p.m. and (b) Father shall have the children every Christmas Day from 9:00 a.m. until 10:00 pm.
Mother	Father	**Second Half of Winter Break**, (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.
Father	Mother	The **day before child's birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Mother	Father	**Day of Child's Birthday** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Father	Father	**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.
Mother	Mother	**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.

8. Decision-Making. The parties shall work together to make major decisions regarding the children and shall follow the following decision-making process:

a. The parties will discuss any major decisions regarding the minor children (i.e. education, medical, or religion).

b. If after discussion they cannot agree, the parties will meet with an expert in the relevant field to seek their input (i.e. a doctor for medical decisions, a principal for education decisions, etc.).

c. If after meeting with an expert, the parties can still not agree, the parties shall schedule mediation within ten (10) days of a written request by either party.

d. If after attending mediation, or the deadline for scheduling mediation has passed, Mother shall have final decision-making authority, subject to Father's

ability to bring the matter back to Court for review if he does not believe the decision is in the best interest of the minor children.

9. Transportation. Pursuant UCA § 81-9-202(5), the parties shall equally divide the transportation between them as follows: each party shall retrieve the minor children from the other party's residence or reasonably designated location, unless otherwise agreed by both parties, in writing. The receiving parent shall be responsible for transportation of the minor children for parent-time.

10. Educational Plan. The children's school shall be determined based on Mother's home address. Father shall be listed as the second emergency contact before any other third party. Both parents shall have full access to any educational records pertaining to the minor children.

11. Relocation. If either party moves more than 149 miles from the other parent, the parties shall be bound by the 60-day notice requirements and schedule outlined in Utah Code Annotated §81-9-209.

12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone/Facetime/etc. contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

13. Travel. When either or both children travel with either parent or third party out of State, all of the following shall be provided to the other parent at least seventy-two (72) hours prior to departure:

a. An itinerary of travel dates;

b. Destination;

c. Places where the child or traveling parent can be reached; and

d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

e. Both parties shall have unfettered access to the children's passports and be able to travel during their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

14. Right of First Refusal. Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children is not available for a period of four (4) hours or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

15. Change of Information. Each parent shall provide the other the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

16. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that are not available online or through emails of the program.

17. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant

events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

18. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children is with the other parent and from allowing any other person to do so.

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

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

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

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

19. Activity Costs. Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a children in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the children's extra-curricular activities and the parent who signs up the children shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

20. School Fees. Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. Child Support. Child Support shall be calculated according to Utah Code Annotated §78B-12-201 et seq. Mother's gross monthly income is $5,082.84 per month. Father's gross monthly income is $6,501.00 per month. Based on a sole custody calendar, Father's child support obligation shall be $1,038 per month, starting December 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month. If

either party requires the services of the Office of Recovery Services ("ORS"), they will each pay half of any ORS Fee.

23. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. § 78B-12-212.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount may be automatically deducted from or added to the child support paid or owed.

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

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

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and the children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

24. Childcare Expenses. Both parties shall equally share all reasonable work, career, or occupational training-related childcare expenses.

a. The party who pays childcare expenses must provide the other party written verification of the cost and identity of the childcare provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying childcare expenses must notify the

other party of any change of a childcare provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for childcare must pay their share of childcare expenses as soon as they receive verification of the expenses.

c. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related childcare expenses or recover the other party's share of the expenses.

d. Childcare provided by family members will be considered "no cost" childcare and no reimbursement for services will be required.

25. Dependency exemption. The parties shall share the dependency exemption/tax credits for the minor children as follows:

a. Each party will claim one minor child for the relevant tax year, with Mother claiming E.B. and Father claiming T.B.

b. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

26. Real Property. The marital property located at 2108 N. 550 W., Clinton, UT 84015 (the "Marital Home") is awarded to Mother with all debts and liabilities.

a. Mother shall remove Father's name from the mortgage and all debts tied to the Marital Home within two (2) years of the entry of the Decree in this matter. If Mother is unable to remove Father from the mortgage and related debts tied to the Marital Home within two (2) years, the Marital Home will be immediately

listed for sale and any proceeds used to pay off the debts tied to the home. Mother shall be awarded any remaining proceeds and/or debts after the sale.

b. Father shall move out of the Marital Home by December 1, 2026.

27. Bank Accounts. The parties' bank and credit union accounts shall be divided as follows:

Item Description:	Awarded to:
AFCU Account #8437	Mother
AFCU Account #1736	Divided equally and closed within 10 days of entry of Decree.
AFCU Account #2181	Divided equally and closed within 10 days of entry of Decree.
MACU Account #0807	Divided equally and closed within 10 days of entry of Decree.
GoldenWest Credit Union #4230	Mother
MACU #6508 (Checking and Savings)	Father

28. Vehicles. Mother is awarded the 2019 Chevy Equinox and any related debt. Father is awarded the 2019 Nissan Armada and any related debt. Both parties shall remove the other party from the loan within ninety (90) days of the entry of the Decree.

29. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

Item Description:	Awarded to:
3 Cats and 2 Dogs with dog supplies, including kennels	Mother
Mother's Cell Phone and Computer	Mother
Children's Cell Phones (2)	Mother
Children's Computers (2)	Mother
Children's Tablets (2)	Mother
Nintendo Switch	Mother
Children's Amazon Dots (2)	Mother

All furniture	Mother
Dishes	Mother
Ring Doorbell	Mother
Electric Lawn Mower	Mother
Weed Wacker	Mother
Snow Blower	Mother
Upright Freezer	Mother
Washer/Dryer	Mother
Stick Vacuum	Mother
Stand Mixer	Mother
Toaster	Mother
Items in Camper Lent by Mother's Parents (i.e. Dutch oven, silverware, shovel, pots and pans, etc.	Mother
Mini Fridge	Father
Camper	Father
Father's Phone and Computer	Father
Gas Lawn Mower	Father
Generator	Father
Tools	Father
Popcorn Maker	Father
Air Fryer	Father
Chest Freezer	Father
Ninja InstaPot	Father
Other InstaPot	Father
Second Vacuum	Father
Gaming Table	Father
Xbox	Father
Nintendo Switch	Father
VR System	Father
Other Amazon Dots (2)	Father

a. Other items not listed herein shall be divided as the parties can agree. If the parties cannot agree, they shall attend mediation.

30. Debts. The parties acquired debts during the marriage. Each debt shall be treated as follows:

a. The parties shall pay any and all debts incurred in their individual name after the entering of the Divorce Decree.

b. Mother shall pay and be solely responsible for the following individual or marital debts listed, as follows:

i. PennyMac Mortgage #6449, approximately in the amount of $323,000.

ii. AFCU #1736 Home Equity Line of Credit in the amount of $30,394.

iii. MACU Car Loan, approximately in the amount of $11,200.

iv. AFCU Line of Credit #2181, approximately in the amount of $500.

v. Sun Service Account #1043 (Solar Panels), approximately in the amount of $20,373.63.

vi. Synchrony Project Card, approximately in the amount of $19,208.25.

c. The Respondent shall pay the following individual or marital debt listed, as follows:

i. Mountain America Car Loan, approximately in the amount of $26,092.

ii. National Debt Relief Credit Card, approximately in the amount of $40,000.

iii. AFCU Line of Credit #1736, approximately in the amount of $500.

d. All debt division and payments described above shall begin as of December 1, 2026. Up until December 1st, the parties shall continue to pay costs of living and debt payments as currently divided.

e. Accumulation of Debt. Neither party shall incur any additional liability on joint credit cards.

f. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this Decree and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

g. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is more than 90 days late, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

31. Retirement Accounts.

a. Mother is awarded sole ownership of her 401(k) with Fidelity Investments.

b. Father is awarded sole ownership of his pension plan with UTA.

32. Alimony. Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other, both now and in the future.

33. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. Father shall remove himself from the Marital Home title (if necessary) within ten days of when Mother pays his equity portion.

34. Maiden Name. Mother shall be restored to her maiden name of Applonie, if she so desires.

35. Attorney's Fees and Costs. Each party shall assume his or her own costs and attorney's fees incurred in this action.

The Court's Electronic Signature and Seal Shall Appear at the Top of the First Page of This Order When Signed and Entered by the Court.

APPROVED AS TO FORM:

/s/ Malia Devencenzi
MALIA DEVENCENZI, J.D.
Date: October 16, 2026
(Signed with permission via email)

NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO

RESPONDENT:

Notice is hereby given that pursuant to Rule 7 (j)(4) of the Utah Rules of Civil Procedure, that the foregoing ***DECREE OF DIVORCE*** shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice, being served upon Respondent's counsel via email on the 15th Day of October, 2026.

CERTIFICATE OF SERVICE

I HEREBY certify that on this 15th day of October 2026, a true and correct copy of this document was served to Respondent's counsel via email.

/s/ Richard A. Dowse
Attorney for Mother