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

In the matter of the marriage of: ELCIRA BERMUDEZ and ALAN BERMUDEZ	**DECREE OF DIVORCE** Case No. 244700679 Judge David J. Williams Commissioner Julie Winkler

THE COURT, having made its Findings of Fact and Conclusions of Law, and good cause appearing, now enters the following:

DECREE OF DIVORCE

Declaration of Divorce

1. Based on irreconcilable difference, the marriage between the parties is hereby dissolved and the parties are hereby declared divorced. The parties were married on November 14, 2009.

Physical Custody/Parent Time

2. Elcira is awarded sole physical custody of the minor child, J.A.B. (born September 2014). Alan's parent-time shall be pursuant to Utah Code § 81-9-209, including the holiday parent time schedule with Alan designated as the relocating parent.

3. The parties shall divide transportation expenses for the minor child according to Utah Code § 81-9-209 with Alan designated as the relocating parent.

Legal Custody/Final Decision Making

4. The parties shall share joint legal custody of the minor child. Elcira shall have the

final decision-making authority to the extent the parties cannot agree on legal custody decisions.

Parenting Plan

5. The parties shall focus on the needs and interests of their child. The parties shall endeavor to give their child the opportunity to have a meaningful relationship with each parent subject to the other terms of this Decree. The parties shall respect each parent's separate role with the child and support each other as fit and proper parents. The parties will give their child permission to love and be proud of the other parent

6. The parties shall put their child's needs first in planning their living arrangements to provide the child with consistency, structure, and stability

7. The parties' time-sharing schedule shall focus on meeting the child's physical, emotional, and academic needs.

8. Subject to the terms of this Decree, the parties shall establish good communication and a cooperative working relationship between them to put their child's needs first.

9. The parties shall notify the other parent in writing regarding all serious issues that they have. Further, the parties shall communicate in good faith and work together on all serious issues regarding the minor child.

10. The parties shall endeavor to have open and honest communications, which are essential to an effective parenting relationship.

11. The parties agree that spending quality time with the minor child is most important.

12. The parties recognize that conflict between them causes emotional trauma and pain to their child. The parties shall be civil toward each other in all future dealings.

13. The parties shall hold the other parent in esteem as a parent in their respective conversations.

14. The parties shall refrain from discussing adult or divorce related issues in front of the minor child.

15. Both parties shall become familiar with and abide by the Advisory Guidelines as articulated in Utah Code Annotated § 81-9-202 as applicable.

16. While the child is with a parent, that parent shall provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; and (4) appropriate medical examinations and treatment. "Reasonable sleeping quarters" means that the child must have his own room for any overnight parent time. Given that Alan shares a residence with others in California and that there is not a spare bedroom, Alan can comply with this provision by allowing the child to use Alan's room in California. This necessarily means that Alan shall vacate that room during the overnight parent time with the minor child.

17. While the child is with a parent, that parent will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, and/or disrespect for law and order.

18. The child will be granted liberal telephone contact with each party.

19. The parties shall use their best efforts to communicate and share information with each other regarding the child's development, schoolwork, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

20. The parties agree to affirmatively notify the other parent of all school programs, religious events, extracurricular activities, and sporting events that involve the child.

21. The parties shall notify the other parent of significant illnesses the child may have when the child is living with them.

22. Each parent may make decisions regarding the day-to-day care and control over the minor child while the minor child is residing with that parent.

23. In addition, and regardless of the allocation of decision-making authority discussed herein, a party may make emergency decisions affecting the health and safety of the minor child while that child is residing with that parent. The party exercising any such emergency decision must immediately notify the other parent of that decision.

24. The parties shall use Our Family Wizard for all communications except for immediate communication of emergencies, which may be communicated via telephone.

25. Our Family Wizard shall be used for all communications regarding parent time. Parent time is to be arranged by the noncustodial parent via Our Family Wizard. Unless otherwise designated in the relocation statue, Alan shall give at least 30-days advance notice of the days he intends to exercise his parent time.

26. The parties may discuss any problems either of them is experiencing with disciplining the child through Our Family Wizard.

27. The parties agree to immediately advise the other parent of any changes in their address, telephone number, or other information pertinent to communication.

28. The parties shall not plan any vacations or other activities over the other parent's parent-time. However, the parties shall be entitled to reasonable vacations with their minor child so long as it does not impact or disrupt the child's academic schedule and related homework assignments. When the parties do go on vacation with their child, they shall advise the other parent of all reasonable logistical details regarding dates and corresponding contact information

where the child may be reached.

29. The parties shall not ask the child about the other parent, send messages to the other parent through the child, disparage or degrade the other parent in the presence of the child, or discuss any adult issues or divorce related issues with or in front of the child.

30. The parties shall take all appropriate measures to ensure that the child does not hear or see any of the divorce or divorce related issues without Court order. The parties shall treat each other with dignity and respect in the presence of the child. The parties shall keep their conversations short and calm when exchanging the child so that the child will not feel afraid or anxious.

31. For international travel with the minor child, the traveling parent shall provide details of travel to non-traveling parent (including an itinerary, the locations the child will be staying, and the best way to contact the traveling parent and child) and obtain approval of non-traveling parent or of the Court. Furthermore, if a notarized letter is needed, the non-traveling parent shall arrange for his or her own notary and provide authorization of the letter for travel to traveling parent. The Court further concludes that Elcira shall retain J.A.B.'s physical passport, and that neither party may unreasonably withhold consent for international travel.

32. The parties shall communicate, cooperate, and work together to put their child's interests and needs first. Regarding any major decisions, the parties shall communicate in advance and discuss said major decisions to make a mutually agreeable decision on these issues. If the parties are unable to reach a mutually agreeable resolution regarding any other major decisions, they shall consult with any relevant professionals and follow any recommendations if all professionals agree. If the parties are still unable to reach a mutual decision, Elcira shall have final decision-making authority. If Alan contests the decision, the parties shall participate in

mediation with a qualified mediator and the parties shall split the mediator's costs 50/50.[1] If they still cannot reach a decision, Alan may bring the issue before the Court for review. The Court reserves the right to order attorneys' fees to the prevailing party.

Child Support

33. Based upon the parties' respective gross monthly incomes of $16,000 for Alan and $18,940.49 for Elcira, the Court finds that Alan shall pay Elcira the monthly sum of $1,240, effective as August 28th, 2026 and continuing each month thereafter until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class, if later, or otherwise becomes emancipated.

34. The parties shall incorporate in the Decree the statutory provisions that relate to child support such as childcare, healthcare, etc.

Tax Benefits for Minor child

35. So long as Alan is current on child support, the parties shall split the child credit taxes, with Alan claiming the minor child on even numbered tax years and Elcira claiming the child on odd numbered tax years.

Back Child Support

36. Alan shall pay Elcira $12,129.00 for back child support from 2025 as adjusted below.

Alimony

37. Neither party shall be awarded alimony now or at any point in the future.

Real Property

38. Elcira is awarded the real property located at 900 East Mecham Avenue, Layton,

[1] The provisions of Utah Code Ann. § 81-9-203(10)(c)(i)-(iii), (v)-(vii) shall apply.

Utah 84040, and 514 Yellow Rose Lane, Wylie, TX 75098 including all ownership, interest, rental and equity therein. Alan shall not receive any amounts he claimed regarding improvements to that property.

39. Alan is awarded the land located at 359 9th St, Ogden, UT 8404 including all ownership, interest, and equity therein.

Personal Property

40. Alan is not awarded any amount for the Range Rover vehicle.

41. Elcira shall pay Alan $760.00 for the Northshore furniture she retained upon moving to Texas. Elicira shall also pay Alan $50 for her sale of joint marital appliances. These amounts shall be deducted from the amount of back child support Alan must pay.

42. Pursuant to paragraphs four (4) and five (5) of Schedule A and paragraphs four (4) and five (5) of Schedule B of the parties' Premarital Agreement, each party is awarded their own apparel, jewelry, other personal effects, all personal property, household furnishings (except as discussed above), artworks, antiques, silver, equipment, guns, and other household items that are in their possession or subject to their control.

Non-covered Costs

43. Elcira shall not be awarded any of her requested non-covered costs related to Alan's time at the Layton Home.

44. Elcira shall not be awarded any of her requested non-covered costs related to extracurricular activities or J.A.B.'s school lunches.

Back Child Care and Back Medical Expenses

45. Elcira is not awarded any amount for back childcare or back medical expenses.

Health Insurance

46. Pursuant to Utah Code Annotated § 81-6-208, the parties shall continue to maintain health insurance coverage for the minor child so long as it is available to them at a reasonable cost. The custodial parent maintains the insurance selection decision.

47. The parties shall share, equally, the out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance premium, and consistent with Utah law.

48. The parties shall equally share all reasonable and necessary uninsured medical, dental, and other related expenses incurred on behalf of the said child, and actually paid by a parent, including deductibles and co-payments, consistent with Utah law.

49. The provisions of Utah Code Ann. § 81-6-208(10) shall apply.

Debt Division/Financial Accounts

50. Pursuant to the parties' agreement, both at trial and in their Premarital Agreement, each party shall be solely responsible for all debts in their own names.

51. Each party shall indemnify and hold the other harmless on all debts or obligations they are ordered to pay.

52. Pursuant to Utah Code Annotated §§ 81-4-204 and 15-4-6.6, the parties shall notify respective creditors or obligees regarding the court's division of debts, obligation, or liabilities and regarding the parties' separate, current addresses.

53. Pursuant to paragraph two (2) of Schedule A of the parties' Premarital Agreement, Alan shall be awarded all sums of cash in his possession or that are subject to his control, together with all interest income, mutations, enhancements, and increases therefrom including money on account in banks, savings institutions, or other financial institutions, which accounts stand in his name or from which he has a right to withdraw funds or which are subject

to his control.

54. Pursuant to paragraph two (2) of Schedule B of the parties' Premarital Agreement, Elcira shall be awarded all sums of cash in her possession or that are subject to her control, together with all interest income, mutations, enhancements, and increases therefrom including money on account in banks, savings institutions, or other financial institutions, which account stand in her name or from which she has a right to withdraw funds or which are subject to her control.

55. Pursuant to the parties' Premarital Agreement, each party shall retain any retirement accounts or benefits that they possess free and clear from any claim of the other party.

Attorney Fees

56. Pursuant to section 18.9 of the parties' Premarital Agreement, "If either party brings an action or other proceeding to enforce this agreement or to enforce any judgment, decree, or order made by a court in connection with this agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other necessary costs from the other party."

57. Here, a portion of this case involves enforcement of the Premarital Agreement regarding alimony and improvements to the Layton Home. As such, Elcira is entitled to attorneys' fees for the work done pertaining to those two issues.

58. The Court has concluded that these arguments encompassed 20% of the issues litigated in the case.

59. As such, the Court awards Elcira 20% of her requested attorneys' fees, which must be proved by affidavit pursuant to Utah R. Civ. P. 73(c).

Other

60. At her option, Elcira shall be restored to her prior name of Elcira Garcia.

61. All of Alan's requests for findings of contempt against Elcira are hereby denied.

62. Alan shall pay all amounts required by this Decree for back child support (as reduced by the personal property issues) within 30 days of the date of this Decree, unless otherwise agreed by the parties.

SO ORDERED this 2nd day of November, 2026

David J. Williams, District Court Judge