The Order of the Court is stated below:
Dated: November 17, 2026 11:17:59 AM **/s/** RONALD G. RUSSELL
District Court Judge

WILLIAM M. FONTENOT, #11646
FONTENOT LAW P.C.
1596 S. 500 W. Suite #200
Woods Cross, Utah 84010
Tel: (801) 312-9330
Fax: (801) 383-9612
wf@utahlawpro.com
Attorney for Petitioner

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

In the matter of the marriage of: STEPHEN SILVA, Petitioner, and CHERYL SILVA, Respondent.	**FINDINGS OF FACT AND CONCLUSIONS OF LAW** Case No. 264700511 Judge: Ronald Russell Commissioner: Julie Winkler

Petitioner, Stephen Silva ("Stephen" or "Petitioner"), commenced this divorce action against Respondent, Cheryl Silva ("Cheryl" or "Respondent") with the filing of his *Verified Petition for Decree of Divorce* on April 15, 2026. The Court has received the parties' written *Settlement Agreement* filed on October 6, 2026 ("the Agreement"), which resolves all pending issues between the parties. The Court, having also received Petitioner's *Declaration of Jurisdiction and Grounds* and entered *Findings of Fact and Conclusions of Law*, and having reviewed the file in this matter and being otherwise fully advised, hereby **ORDERS**, **ADJUDGES** and **DECREES** as follows:

PARTIES, CHILD, JURISDICTION AND VENUE

1. The parties were married on October 24, 2008, in Weber County, State of Utah.

2. Each party is a *bona fide* resident of Davis County, State of Utah and has been for all of the three consecutive months immediately preceding the commencement of this divorce action. The parties lived together as husband and wife in Davis County, State of Utah prior to their separation. This Court has jurisdiction over the parties and the subject matter of this case, and venue properly lies in this Court.

3. The parties are the natural parents of two (2) minor children: A.S. born August 2009 and O.S. born December 2016. The parties' children have lived in Utah for all of the six consecutive months immediately preceding the commencement of this divorce action. Respondent is not pregnant, and no additional children are expected to be born as issue of this marriage. Utah is the children's home state under the Uniform Child Custody Jurisdiction & Enforcement Act and the Uniform Interstate Family Support Act. Utah is the children's place of habitual residence under the Hague Convention of 25 October 1980 on the Civil Aspects of International Child Abduction. Utah has jurisdiction over child custody, parent-time, and child support issues in this case.

4. The parties have experienced difficulties that cannot be reconciled and that have prevented them from pursuing a viable marriage relationship. The Court shall enter a final Decree of Divorce between the parties on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

5. Physical Custody. The parties shall share joint physical custody with Stephen's parent-time being pursuant to Utah Code 81-9-303, a 60/40 parent-time schedule, so long as he is able to get the minor children to school on time. If this becomes an issue, this would be grounds to modify parent-time and custody. The parties may alter their parent-time schedule as they agree, because such changes are preferable to seeking judicial resolution of issues. Additionally, the

parties agree to switch weekends within the same calendar month if Stephen's drill schedule conflicts with his normal parent-time, so long as his request does not conflict with Cheryl's prior plans. Both parties shall cooperate and make best efforts to coordinate their schedules, including Stephen providing Cheryl with his drilling schedule as soon as he receives it (which is typically about one year in advance) so that she can plan accordingly. In developing and coordinating schedules, the parties shall be guided by the objective of allowing each parent to develop and maintain a meaningful relationship with the children, providing the children with a stable environment, accommodating the children's school and other schedules, and cooperating to accommodate both parents' employment schedules.

a. Deference shall be given to A.S. in regards to parent-time, so long as he maintains his school attendance (attending school if he is healthy and in-state) and grades (at least a 2.5).

6. Holiday Parent-Time. The parties shall share holiday parent-time as set forth in Utah Code Section 81-9-303, with Cheryl designated as the custodial parent for purposes of determining which parent exercises which holiday in a particular year. Holiday parent-time takes precedence over regular parent-time and extended parent-time.

7. Summer Parent-Time. The parties shall exercise summer parent-time pursuant to Utah Code 81-9-305(5).

LEGAL CUSTODY AND PARENTING PLAN

8. The Parties shall share joint legal custody of their minor children, implementing the following parenting plan:

a. The parties shall equally share the burden of transportation for parent-

time. The party who is starting his/her parent-time with the children shall provide the transportation unless otherwise mutually agreed upon by the parties in advance in writing, presumably through text message.

b. Each party shall have the children ready to be picked up on time at the appointed hour.

c. Parent-time exchanges shall take place curbside with neither party leaving the home or car.

d. The parties shall minimize disruption of the children’s attendance at school and other activities, the children’s daily routines, and the children’s associations with friends. Regular school hours shall not be interrupted for parent-time, unless the parties agree otherwise.

e. Each party shall be granted the "right of first refusal" to personally provide parental care for their children during the other party’s regularly scheduled parent-time if the other party is unavailable to personally provide parental care for 4 hours or more, so long as the party wishing to exercise the right of first refusal provides all transportation. Each party shall be under an affirmative obligation to give notice reasonably in advance to the other party if he/she will be unable to personally provide parental care for the children for 4 hours or more and the other party is under an affirmative obligation to respond quickly to such offers. Both parties shall be reasonable, cooperative, and communicative respecting the right of first refusal.

f. Respecting the possibility of relocation, the parties shall give one another

a minimum of 60 days advance written notice pursuant to Utah Code Section 81-9-209.

g. For emergency purposes, whenever the children travel overnight with either party, all of the following shall be provided to the other party: (a) an itinerary of travel dates; (b) destinations; (c) places where the children or traveling party can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

h. Either party may travel internationally with the children so as long as the information laid out in the paragraph above is provided, and the travel is limited to member countries of the Hague Convention. Cheryl shall maintain possession of the children's passports, except when they need them to travel with Stephen.

i. Each party shall permit and encourage, during reasonable hours, reasonable and uncensored/unmonitored communication between the other party with the children.

j. The parties shall cooperate to promote the following goals: maintaining a loving, stable, consistent, and nurturing relationship with the children; attending to the daily needs of the children, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of the children and that are within the social and economic circumstances of the particular family; attending to adequate education for the children, including remedial or other education essential to the best interest of the children; assisting the children in developing

and maintaining appropriate interpersonal relationships; exercising appropriate judgment regarding the children's welfare, consistent with the children's developmental level and family social and economic circumstances.

k. Each party shall promote a healthy and positive relationship between the children and the other party. The parties shall minimize the children's exposure to parental conflict. Child exchange times shall be without tension or contention for the children's benefit. The parties shall be courteous and respectful when exchanging the children and shall defer discussing any disputes until a time and place outside of the children's presence.

l. The parties shall be permanently restrained from making any derogatory remarks about the other party to, or in the hearing-range of, the children. The parties shall also affirmatively restrain all third parties from making derogatory remarks regarding the other party to, or in the hearing-range of, the children.

m. The parties shall cooperate with one another for the benefit of their children, be civil and polite with one another, and work together for the best interest of the children. The parties shall live by the Golden Rule—treat one another as they would like to be treated.

n. The parties shall be calm, civil, and polite in all of their communications with one another, and shall avoid profanity, rudeness, and name-calling. The parties' communications shall focus on the child, and avoid personal attacks or dredging up the past. The parties shall communicate with one another openly, honestly, and cooperatively to advance and promote the best interests of the

children.

o. The parties shall be prohibited from directly or indirectly using the children as a means of communicating with each other or otherwise placing the children in the middle of any disputes between the parties.

p. The parties shall be prohibited from discussing this divorce matter, or other adult issues, with the children or in the children’s presence. Because the children may have access to social media in the future, each party shall be barred from publishing online negative comments about the other parent.

q. Each party shall have free and open access to all information regarding the children, including medical records, school records, ecclesiastical records, dental records, information relating to the children's extracurricular activities, etc. This means, among other things, that both parties shall be fully entitled to contact the children's schools, doctors, therapists, daycare providers, etc., to obtain information about the children. Each party shall execute any releases necessary to allow the other party access to such records relating to their children.

r. Each party shall be listed as the children's parent and emergency contact person on all school records, registration forms, medical records, and any other document with legal importance or other significance.

s. Each party shall provide the other with his/her current address, telephone number, and email address, and also shall notify the other party of any changes thereto within 24 hours.

t. Each party shall inform the other of any adults residing in their home.

u. Each party shall provide all surrogate care providers with the name, current address, and telephone number of the other party, and shall provide the other party with the name, current address, and telephone number of all surrogate care providers.

v. Each party shall notify the other party within 24 hours of receiving notice of all significant school, social, sports, community, extracurricular, and church functions in which the children are participating or being honored, and the other party shall be entitled to attend and participate fully.

w. Each party shall be entitled to make decisions regarding the day-to-day care and control of the children while that parent is exercising parent-time. If an emergency arises, the party exercising parent-time shall have the authority to make emergency decisions affecting the health or safety of the children. That said, the party exercising parent-time during an emergency shall use his/her best efforts to inform the other party of the emergency and to advise and consult with the other party regarding emergency medical treatment of the children.

x. The parties shall advise and consult with one another regarding the children's emotional and physical health and non-emergency medical, dental, and psychological treatment for the children, including the selection of professionals and procedures.

y. The parties shall advise and consult with one another regarding important parental decisions for the children. The parties shall make good faith best efforts to come to agreement on major decisions for the children. Cheryl shall have final

decision-making authority when Stephen is not accessible. The children shall remain in their current schools and feeder schools. They shall maintain the same providers, including doctors and dentist. If their providers retire or are no longer available, they shall request recommendations from the current medical clinics and shall stay in their current clinics if possible.

z. In the event of a dispute, the parties shall mediate the issue prior to any court hearing. If the parties cannot agree on a mediator, one shall be appointed by the Court. The parties shall equally share the cost of the mediator's fee. Any agreements reached at mediation shall be reduced to writing, and a copy given to each party. If a party abuses or frustrates this dispute resolution process without good cause, the Court shall award reasonable attorney fees, costs, and other financial sanctions to the other party.

aa. If a party fails to comply with a provision of this parenting plan, the other party's obligations under the parenting plan are not affected.

[End Parenting Plan.]

CHILD SUPPORT

9. Child Support. Child support shall be paid pursuant to the Utah Child Support Act, using Stephen's gross monthly income of $15,916 and Cheryl's gross monthly income of $2,600. This produces child support in the amount of $1,636 for two children, and $1,044 for one child.

10. If Stephen is on orders within the first year following the Decree being entered, his child support payment shall be modified to fit his higher pay, but only for so long as the higher pay is being received by him. Once Stephen is off orders, child support shall revert back to the amount

in effect at the time.

11. Stephen shall have an affirmative duty to provide quarterly income verification for one year after the Decree is entered, upon request by Cheryl, regardless of whether his pay has changed substantially. Thereafter, Stephen shall have an affirmative duty to provide income verification to Cheryl if there is a substantial change to his income that would trigger a modification, per Utah Code Ann. 81-6-212(3)(c)(iii).

ALIMONY/TOTAL FAMILY SUPPORT

12. Commencing September 1, 2026, Stephen shall pay Cheryl combined family support payments (child support as above & alimony ex. $1,636 in child support and $4,364 = $6,000 per month). The payments shall be $6,000 per month for the first year, $5,000 per month for the next three years, and then $4,000 per month for the next five years. The family support payments shall last a total of nine years, and shall continue even after A.S. ages out. The support payments shall be paid in two equal payments of one-half on or before the fifth of each month and one-half on or before the twentieth of each month. The support payments shall terminate earlier than the 9-year term upon the death of either party. If Cheryl remarries or cohabitates while the children are still eligible for child support, the parties shall return to mediation to determine child support. Stephen's retirement shall not be grounds for a future Petition to Modify these payments.

13. Prior to the sale of the home being finalized, the mortgage payment and Cheryl's car payment shall be paid by Stephen and deducted from Stephen's family support payments. For so long as Cheryl's car loan is in Stephen's name, Stephen shall make the car loan payment and deduct from family support.

14. In the event Stephen deploys or is out-of-state for active duty, his child support obligation

shall automatically be modified pursuant to the sole custody calculator and the parties' incomes at the time of his deployment or out-of-state active duty, without the need to return to Court.

EXTRACURRICULAR ACTIVITIES

15. The parties shall equally share in the fees of any agreed upon extracurricular activities of the children. The parties acknowledge O.S. is enrolled in cheer and agree on this as her extracurricular activity. This does not prevent the parties from agreeing on additional activities in the future.

HEALTH INSURANCE AND MEDICAL/DENTAL EXPENSES

16. Stephen shall maintain health and dental insurance for the children, so long as it is available to him through his employer and/or TriCare. The parties shall share equally the cost of the medical insurance premiums and other medical expenses (including medical, psychological, dental, vision, orthodontic, and preventive care) actually incurred on behalf of the parties' children as standard under Utah Code Section 78B-12-212. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. In addition to any other sanctions provided by the court, 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 comply with the 30-day requirement.

TAXES

17. Stephen shall claim A.S. and O.S. for the 2026 tax year. Cheryl shall claim A.S. and O.S. for the 2027 tax year. Thereafter, while two children are eligible to be claimed, Cheryl shall claim the youngest child and Stephen shall claim the oldest child. When only one child is eligible to be

claimed, the parties shall alternate claiming the child with Cheryl claiming in even years, and Stephen claiming in odd years. Stephen shall only be entitled to claim a child on taxes if he is current on child-related financial obligations by the first of the year.

MARITAL PROPERTY

REAL PROPERTY

18. The parties own the marital home, located at 216 N. 3050 W., Layton, Utah 84041.

19. Cheryl shall be awarded possession of the home, pending the sale of the home (as described below) and Stephen shall move out of the home within 14 days of the execution of this agreement. The parties shall list the home for sale with Katie Olsen from Coldwell Banker. The parties shall have 7 days to review and sign the listing agreement. The parties shall follow any recommendations of the realtor which the realtor believes in the realtor's professional judgment shall benefit the parties financially. This includes what will need to be done before the house is listed. If any expenses are needed to repair the house or clean the house, etc. Stephen shall advance the costs, half of which advanced costs he shall be reimbursed for from the proceeds of the sale of the house.

20. The home proceeds shall be applied as follows:

a. The mortgage shall be paid off;

b. Any realtor/closing costs/fees shall be satisfied;

c. The Chase credit card 0417 of (approx. $29,500) shall be paid in full;

d. The Chase credit card 8008 (approx. $1,200) shall be paid in full;

e. The Merril Lynch 401k loan shall be repaid (approx. $15,000);

f. Stephen shall be reimbursed for one-half of any expenses he advanced for

the sale of the marital home;

g. The remaining proceeds shall be divided equally.

21. The parties are both motivated to sell the home. In the event either party fails to cooperate with listing and selling the home, either party may be held in contempt of court.

PERSONAL PROPERTY

22. Financial Accounts. The parties have multiple financial accounts; each party is awarded the financial accounts in that party's name.

23. Life Insurance. Stephen shall maintain both of his life insurance policies in an amount sufficient to cover his child support. He shall name the children as beneficiaries to the extent of his remaining child support obligation.

24. Personal Property. All personal property shall be equitably divided, and each party shall be awarded their personal effects, all personal property they were gifted, inheritance, and items they brought into the marriage. If the parties cannot agree on the division of personal property, then they shall return to mediation.

25. Vehicles. The parties agree that the parties' vehicles shall be divided as follows:

a. The 2021 Ford Mustang shall be awarded to Stephen, free and clear of any claim by Cheryl and he shall be responsible for the loan and any and all other obligations associated with this vehicle.

b. The 2024 Chevy Blazer shall be awarded to Cheryl, free and clear of any claim by Stephen and she shall be responsible for the loan and any and all other obligations associated with this vehicle. Cheryl shall have 60 days to refinance the loan on this vehicle out of Stephen's name.

c. The Jeep Liberty shall be transferred to Alexander, free and clear of any claim by either party.

d. The 2014 Ford Escape shall be transferred to Presley, free and clear of any claim by either party.

26. Retirement Accounts. The parties have retirement accounts which shall be divided equally as follows:

a. Stephen's Merrill Lync BHE 401(k) account #9349, Thrift Savings Plan Roth IRA.

b. Stephen's military pension shall be divided using Utah's Woodward formula.

c. The parties shall hire Jay Woodall, or another agreed-upon third party to prepare the QDRO to divide the retirement accounts equally, using the date of the Decree as the valuation date, and they shall split equally any corresponding fees and costs associated therewith. Cheryl is responsible for initiating the QDRO and retirement division, and each party shall pay Jay Woodall directly for their share.

MARITAL DEBTS, OBLIGATIONS AND LIABILITIES

27. The parties have accumulated debts which shall be paid off as described in paragraph 11. However, Stephen shall be solely responsible for the American Express card 1008. Further, Stephen shall service all marital credit card debt until it is satisfied by the proceeds from the sale of the home, as detailed in paragraph 11.

28. No further debt shall be charged once Stephen makes his first family support payment to

Cheryl. Cheryl shall take immediate measures to start removing any monthly subscriptions from the parties' joint credit card accounts.

29. Responsibility for Debts. Respecting any other debts not detailed herein, they shall be the sole responsibility of the party in whose name it is, including any and all debt incurred by each party since the parties separated. If either party has incurred debts in the other party's name without that other party's knowledge, the person creating the debt shall be solely responsible for that debt. Regarding any and all debts, mortgages, and/or other obligations assigned to one party under the terms hereof, he or she alone shall be responsible for the same, and shall defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same. Both parties are entitled to provide notice to creditors respecting the division of debts between the parties, including a copy of the final decree.

BUSINESS INTERESTS

30. The parties acknowledge Cheryl's business has been dissolved.

ATTORNEY FEES

31. Each party shall pay their own attorney fees and costs incurred in connection with this action.

MISCELLANEOUS PROVISIONS

32. Responsibility for Assets. Regarding any and all property awarded to a party under the terms hereof, he/she alone shall be fully responsible for all costs, liabilities, and/or obligations associated therewith, including, but not limited to, taxes, debts, mortgages, insurance, upkeep, repairs, etc., and he/she shall defend, indemnify against liability, indemnify against loss, and hold harmless the other from the same.

33. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

34. The parties agree that the anticipated recodification to the Utah Code shall not affect or change any agreed-upon adherence to the Utah Code as referenced herein.

35. Default. In the event that either party defaults in his/her obligations set forth in this Agreement or in the decree of divorce entered hereafter, the defaulting party shall be liable for all reasonable expenses, including attorney fees and costs, incurred in the enforcement of those obligations.

36. Modification and Waiver. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties to this action and subsequently approved by the Court. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

END OF DECREE OF DIVORCE.

********SO ORDERED*******

In accordance with U.R.C.P. 10(e), the official signature of the court authority who has hereto attached a signature to this Order of the Court shall appear at the top of the first page.

RULE 7 NOTICE

You are hereby notified that pursuant to Rule 7(j)(4) that you have seven (7) days from the date of service of this proposed Order, the 7th day of October, 2026 to file an objection with the court if you object to the form of the Order. If you fail to file an objection with the court within the 7 days allowed by Rule 7, any objection you have to the form of the order shall be waived, and the court may sign and enter this order.

DATED this 7th day of October, 2026

/s/ William M. Fontenot
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY certify that on the 7th day of October, 2026, a true and correct copy of the foregoing document was served by the method indicated below to the following:

Kaitlyn Gibbs *Attorney for Respondent*	( ) E-file Notification (x) E-mail ( ) U.S. Mail, Postage Prepaid ( ) Hand Delivery ( ) Facsimile Transmission

/s/ William M. Fontenot
Attorney for Petitioner