



Erin Dickerson (11941)
Gravis Law, PLLC
1345 West 1600 North, Suite 201
Orem, Utah 84057
Telephone: (385) 350-4198
oremoffice@gravislaw.com

Attorneys for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH
450 S. State St., Salt Lake City, UT 84111

**IN THE MATTER OF THE
MARRIAGE OF:**

ANDINE NTWARI,

Petitioner,

and

JEAN D'AMOUR MUTABAZI,

Respondent.

DECREE OF DIVORCE

Case: 254904507
Judge: Thaddeus May
Commissioner: Russell Minas
Discovery Tier: 4

This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Divorce. The Court having entered its Findings of Fact and Conclusions of Law, having fully considered the file and all matters herein, it is hereby

ORDERED, ADJUDGED AND DECREED:

DECREE OF DIVORCE

Petitioner and Respondent are hereby awarded a Decree of Divorce, from and against each other, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the court and entry by the clerk in the Registry of Actions.

1. RESIDENCY. Petitioner and Respondent have been actual and bona fide residents of Salt Lake County, State of Utah for at least three months prior to the filing of this divorce action.

2. JURISDICTION. The parties resided in the marital relationship in the State of Utah or the acts complained of by Petitioner were committed by Respondent in the State of Utah and therefore this Court has long-arm jurisdiction over the subject matter pursuant to §78B-3-205, Utah Code Annotated (as amended).

3. INTERNATIONAL JURISDICTION. The United States, and more specifically the State of Utah, is the habitual residence of the children for the purposes of the Hague Convention or any international custody dispute. Petitioner shall have the authority to unilaterally change the child's state or country of residence upon thirty (30) days' advance written notice to Respondent.

4. MARRIAGE STATISTICS. Petitioner and Respondent were married on November 25, 2016, at Kigali, Rwanda, and are presently husband and wife. The parties separated on or about April 2023, although they continue to share a residence.

5. GROUNDS. In the marriage of the parties, differences have arisen that cannot be reconciled making it impossible to continue the marriage. The parties shall be awarded a decree of divorce on the grounds of irreconcilable differences in accordance with Utah Code Annotated § 81-4-405(1)(h).

6. CHILDREN. There have been two (2) children born as issue of this marriage, namely:

<u>Name of Child</u>	<u>Date of Birth</u>
O.M.	10/28/2017
O.I.M.	09/09/2019

No further children are expected.

7. JUVENILE PROCEEDINGS. Upon information and belief, proceedings involving the custody of the children have not been filed in Juvenile Court.

8. UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT. Utah

is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a), in that:

a. Utah is the home state of the minor children at the time of commencement of this proceeding.

b. Said minor children reside with Petitioner at 2916 W. 3875 S. Apt. 1, West Valley City, UT 84119.

c. Neither Petitioner nor Respondent has been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this state or any other state.

d. Neither Petitioner nor Respondent has information of any custody proceeding concerning the subject minor children in a court of this or any other state.

e. Neither Petitioner nor Respondent knows of any person, not a party to these proceedings, who has physical custody of the subject minor children and who claims to have custody or visitation rights with respect to said children.

9. CHILD CUSTODY AND PARENTING PLAN. Petitioner, hereinafter “Mother,” shall be awarded sole legal custody and sole physical custody of the parties' minor children, and such custody award is in the best interests of the children.

a. Mother’s home shall be designated as the primary physical residence of the children.

b. **Parent-time:** Parent-time shall be subject to Respondent’s, hereinafter “Father,” right to reasonable parenting time as the parties may agree, or, if the parties cannot agree, Father shall be entitled to parent-time with the minor children each Friday and Saturday overnight. This

schedule accommodates the current work schedules of the parties. Father works from 6 p.m. – 6 a.m. each Sunday through Thursday. Mother intends to work additional hours on Fridays and Saturdays. If the parties’ work schedules change, they shall work together, and attend mediation if necessary, to coordinate a new parent-time schedule. Father shall be entitled to 4 overnights out of every 14. Father’s parent-time shall begin when school gets out on Friday afternoons or at 8:00 a.m. on Friday mornings if school is not in session. The parents will coordinate the exchange time on Sundays.

c. The parents shall follow this parent-time schedule year-round, but shall incorporate statutory extended summer parent-time and holiday time as stated herein.

d. **Holiday parent-time:** each holiday granted to the noncustodial parent in accordance with the holiday schedule described in U.C.A. §81-9-302(12) and described herein; and

Holiday	Time Period	Years Father is Granted Holiday	Years Mother is Granted Holiday
Dr. Martin Luther King Jr. Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
President’s Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school	Even years	Odd years

	resumes.		
Spring Break	Holiday begins at 6 p.m. on the day that school dismisses for spring break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Mother's Day	Holiday begins on Mother's Day at 9 a.m. Holiday ends on Mother's Day at 7 p.m.	Mother every year	Mother every year
Father's Day	Holiday begins on Father's Day at 9 a.m. Holiday ends on Father's Day at 7 p.m.	Father every year	Father every year
Independence Day	Holiday begins on July 3 rd at 6 p.m. Holiday ends on July 5 th at 6 p.m.	Odd years	Even years
Pioneer Day	Holiday begins on July 23 rd at 6 p.m. Holiday ends on July 25 th at 6 p.m.	Even years	Odd years
Labor Day	Holiday begins Friday at 9 a.m. if school is not in session and the parent can be with the child; the time that school is regularly dismissed; or 6 p.m. at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Fall Break	Holiday begins at 6 p.m. on the day school is dismissed for fall break. Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the local community at the time that school is dismissed; or at 4 p.m. if there is no school. Holiday ends at 9 p.m. on the same day the	Even years	Odd years

	holiday begins.		
Thanksgiving	Holiday begins on Wednesday at 6 p.m. or the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. Holiday ends at 7 p.m. on the night before school resumes.	Even years	Odd years
Winter Break (First Half)	Holiday begins at 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. Holiday ends on December 27 th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	Holiday begins on December 27 th at 7 p.m. Holiday ends at 7 p.m. on the night before school resumes.	Even years	Odd years
Day of Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years	Even years

e. **Extended parent-time:** extended parent-time with the child or children when school is not in session for summer break in accordance with U.C.A. §81-9-302(3)

f. For extended parent-time with the child or children under U.C.A. §81-9-302(2)(d), and at the election of Father, Father is entitled to up to four weeks of parent-time with the children, which may be consecutive, or may be taken in 2 two-week sessions with at least 2 weeks in between, when school is not in session for summer break.

g. For the four weeks of extended parent-time for Father under U.C.A. §81-9-302(3), two weeks, which shall be taken as consecutive two-week blocks, shall be uninterrupted parent-time for Father; and two weeks, which shall be taken as a consecutive two-week block, may be

interrupted by Mother for a weekday visit from 9 a.m. – 8:30 p.m. on the same day on which Father is granted weekday parent-time.

h. Notification: Each parent shall provide written notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under U.C.A. §81-9-302(3).

i. For the notification requirement under U.C.A. §81-9-302(4)(a): in odd-numbered years Father shall provide written notice to Mother by March 1; and Mother shall provide written notice to Father by March 15; and

ii. in even-numbered years Mother shall provide written notice to Father by March 1; and Father shall provide written notice to Mother by March 15.

iii. If a parent fails to provide a written notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying parent.

iv. If both parents fail to provide written notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

v. If Mother intends to interrupt Father's parent-time under U.C.A. §81-9-302(3)(b)(ii), Mother shall provide notification to Father of the intent to interrupt parent-time within 10 days after the day on which Mother receives notification of Father's plans for the exercise of interrupted extended parent-time.

i. Election: An election regarding the day of the week for midweek parent-time and the pickup time shall be made by Father at the time of the entry of the Decree of Divorce, except

that the election may be changed by mutual agreement, court order, or Father in the event of a mutually agreed-upon change in the child's schedule.

j. Changes to parent-time schedule: Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of preference shall be applied when determining which parent is entitled to parent-time:

- i. the holiday schedule for Mother's Day or Father's Day under U.C.A. §81-9-302(12);
- ii. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time under U.C.A. §81-9-302(3) and travels with the child overnight for the duration of the birthday holiday time period that falls during the uninterrupted extended parent-time;
- iii. the holiday schedule for any holiday under U.C.A. §81-9-302(12) that is not Father's Day, Mother's Day, or the child's birthday;
- iv. extended parent-time under U.C.A. §81-9-302(3); and
- v. the schedule for weekday or weekend parent-time.
- vi. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

k. All visitation exchanges shall occur either at Mother's residence or at a neutral, mutually agreed-upon safe location.

l. If Father fails to pick up the children within 30 minutes of the scheduled visitation time and has not contacted Mother to explain the cause of the delay and make alternative

arrangements prior to the pickup time, that parent-time shall be deemed forfeited, but Mother can agree to allow the parent-time if she so chooses.

m. Unscheduled, unannounced, or surprise visits by Father at Mother's residence are strictly prohibited.

n. Father shall remain sober and abstain from the use of alcohol or controlled substances during parent-time.

10. GENERAL PARENTING PLAN PROVISIONS. The parties shall attend mediation before filing any petition to modify the parenting plan orders of the Court. The expense of mediation shall be paid by the party seeking to modify the parenting plans orders of the Court. If a party has made two written requests for mediation without response that party shall be allowed to proceed with filing a petition to modify.

a. The parties shall share parent-time transportation equally as they may agree, and if they do not agree, the receiving parent shall provide transportation for the minor children. Neither party shall transport the children without first securing appropriate car insurance and vehicle registration. Each party shall have a valid driver's license before that party transports any of the children. Each party shall use appropriate child restraint devices at all times while transporting the children.

b. Either parent may make emergency decisions affecting the health or safety of the children and shall inform the other parent when such decisions must be made. Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.

c. Whenever possible, the parents will discuss issues and attempt to reach an agreement on significant and substantial issues affecting the minor children. The parties will attempt to reach an agreement in the best interest of the children. If the parties cannot agree, the parties will follow the following dispute resolution process: First, they will confer with each other; second, and if they cannot agree, they shall seek the assistance of a neutral third party expert in the relevant field (ex. pediatrician, teacher) and agree to follow the recommendation of the expert; and, third, if they still cannot agree, Mother will make the decision subject to Father's right to bring the matter before the Court for review for a resolution in the best interests of the children. Throughout the dispute resolution process, in accordance with Utah law:

- i. preference shall be given to the provisions in the Parenting Plan;
 - ii. parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
 - iii. a written record shall be prepared of any agreement reached in counseling or mediation and provided to each party;
 - iv. if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent;
 - v. the district court shall have the right to review the dispute resolution process;
- and

- vi. the provisions of § 81-9-203 (10)(c), Utah Code Annotated (as amended), shall be set forth in any final decree or order.
- d. For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:
 - i. An itinerary of travel dates;
 - ii. destinations;
 - iii. places where the children or traveling parent can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. All communication between the parties will be civil. The children will not be used as messengers between the parties. The parents will communicate with each other through any mutually agreed-upon method. If the parents do not agree upon a communication method, they shall communicate only via text message.
- f. The formality and clarity of written communication is acknowledged for messages which need to be preserved accurately and historically. The immediacy and expediency of verbal communication is acknowledged for messages which need to be given, received and responded to without delay. The parents will use their best judgment to communicate with each other using a method appropriate for the situation, which is intended to reduce conflict, improve understanding, and minimize stress for both parties.
- g. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of

either parent which may inadvertently conflict with the parent-time schedule. A parent who gives up parent-time to accommodate an event in the life of the other parent shall be entitled to make-up parent-time that is equal in duration and quality (ex. weekend time for weekend time, holiday time for holiday time).

h. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children. The children always have a right to contact either parent at any reasonable time, and the parents shall allow the children to do so.

i. In all cases, the parents will exchange information concerning the health, education, and welfare of the children, and, unless it is an emergency situation, confer before making decisions concerning any of these areas. Both parties will have access to the children's school, church, and other records and will include the other party as a parent on such records. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and of which the parent does not have access to independent notice, and both parties shall be entitled to attend and participate fully.

j. Mother and Father shall each be responsible for all costs associated with her or his own exercise of parent-time with the parties' minor children.

k. Romantic partners: Neither parent shall introduce the children to a new romantic partner earlier than six months into the relationship and the other parent shall be respectfully informed in advance that the children will be introduced to a new partner.

l. Virtual parent time: Father shall have the right to initiate one ten-minute call or video chat per week with the minor children at a mutually agreed-upon time, or Wednesday

evenings at 6:00 pm if there is no agreement, until the children have their own cell phones and can communicate independently.

m. Either parent may bring enforcement actions without the need of mediation.

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

o. The parenting plan described herein is filed in good faith and Mother and Father believe the plan is in the best interests of the children.

11. TELEPHONE FOR CHILDREN. The parents shall split the purchase price of a "dumb" phone for the minor children to use during Father's parent-time. Father shall add the children's phone to his phone plan and shall pay the monthly expenses for the phone plan. The children shall have access to the phone at all times during Father's parent-time for emergency purposes.

12. MUTUAL RESTRAINING ORDERS. The Court shall order the following as restraining orders in this action.

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or parent-time.

b. 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.

c. Both parties are restrained from discussing divorce 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 about the other parent.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parent-time.

e. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such violations, or shall remove the children from such circumstances.

f. Both parties are restrained from speaking to one another for purposes other than issues related to the children unless both agree to do so otherwise.

g. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

h. Mother shall be the custodian of the children's passports and shall be allowed to travel with the children domestically and internationally without requiring Father's consent.

13. DIVORCE ORIENTATION AND EDUCATION COURSES. Both parties have completed the required education courses.

14. CHILD SUPPORT. Mother is entitled to child support for the use and benefit of the parties' minor children in an amount in accordance with the Utah Uniform Civil Liability

Support Act, U.C.A. § 81-6-304 and not less than \$802.00 per month. This amount is based on Mother's monthly gross employment income of \$4,277.00 based on an hourly rate of pay of \$22.50 at 40 hours per week and Father's monthly gross employment income of \$4,680.00 based on an hourly rate of pay of \$30.00 at 36 hours per week. The base child support obligation of Mother according to the guidelines is \$735.00. The base child support obligation of Father according to the guidelines is \$802.00. Father shall pay \$802.00 in child support to Mother each month of the year.

a. Child support shall commence May 1, 2026 and continue until the youngest child of the parties reaches the age of 18 or graduates from high school, whichever occurs last, marries, becomes a member of the US Armed Forces, or otherwise legally emancipates. As each child reaches the age of 18 or graduates from high school, whichever occurs last, or otherwise emancipates, there shall be an automatic recalculation of child support pursuant to the Child Support Guideline Tables in effect at that time. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. Father's income shall be subject to immediate and automatic withholding for the payment of child support through the Office of Recovery Services pursuant to U.C.A. § 26B-9-303.

c. In the event the Office of Recovery Services is enforcing child support, each party shall keep the Office of Recovery Services informed of changes in his or her address, employment, income, or medical insurance coverage.

d. In the event the Office of Recovery Services is enforcing child support, each party of this action may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the Court ordered child support should be pursued.

e. The child support award may be modified prospectively pursuant to U.C.A. § 81-6-212:

(1) U.C.A. § 81-6-212(5)(a): If a child support order has not been issued or modified within the previous three years, a party may move the court to adjust the amount of a child support order.

(2) U.C.A. § 81-6-212(5)(b): If there is a difference of 10% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines, and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) U.C.A. § 81-6-212(3): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this subsection.

(4) U.C.A. § 81-6-212(3)(c): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) U.C.A. § 81-6-212(4): The court shall take into account the best interests of the child and determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

f. The sole custody worksheet was used in calculating the child support in this matter. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to U.C.A. § 81-6-205 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support

amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.

g. If the Joint Custody Child Support Obligation Worksheet is used to calculate the base child support obligations herein, pursuant to U.C.A. § 81-6-101(15), both parents shall contribute to the expenses of the child in addition to paying child support, including, but not limited to, ½ the children's school fees and regular extracurricular activities.

h. Pursuant to U.C.A. § 81-6-211, should the parent-time and custody award be pursuant to U.C.A. § 81-9-302, the base child support award shall be reduced by fifty percent (50%) for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least twenty-five (25) days of any thirty (30) consecutive days, or 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. Normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount to which the abatement applies shall be calculated by dividing the base child support by the number of children included in the award.

15. CHILDCARE. Child support shall also include, in addition to the basic monthly amount, an order assigning financial responsibility for one-half of all childcare expenses incurred on behalf of the dependent children necessitated by the employment or training of a party.

a. Prior to either party incurring any work-related childcare expense, childcare arrangements with nominal or no charge, such as with family or friends, shall be used first, and each party shall check with the other to ensure that work-related childcare arrangements with nominal or no charge are not available before incurring any childcare expense. A parent incurring work-related childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

b. The parent who does not incur childcare expenses shall begin payment his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense.

c. If the childcare costs cease to be incurred, the parties may suspend making monthly childcare expense payments while it is not being incurred, without obtaining a modification order.

d. The incurring party shall provide written verification of the cost and identity of the childcare provider to other party upon initial engagement, and shall notify the other parent of any change in the childcare provider or monthly childcare expense within 30 calendar days from the date of the change. An incurring party may be denied the right to recover the other party's share of the childcare expenses if the incurring party fails to comply with this provision.

16. HEALTH, ACCIDENT AND DENTAL INSURANCE. Mother has been paying all health insurance premiums and out-of-pocket health care expenses for the minor children.

Pursuant to U.C.A. § 81-6-208:

a. The parent with access to the best insurance for the most reasonable price shall be required to maintain medical, hospital, dental and vision insurance for the dependent children. Unless the parents agree otherwise in the future, Mother shall continue to cover the children on her insurance.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Andine Ntwari shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Jean d'Amour Mutabazi shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is 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 child.

c. As part of the global resolution of the marital estate, the parties agree that Mother shall pay the entire out-of-pocket premium expense for the minor children for health, dental, and vision insurance.

17. UNINSURED MEDICAL AND DENTAL EXPENSES OF CHILDREN. The Court shall issue an Order in which both parents share equally in all uninsured routine medical and dental expenses, [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care (including therapy), hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as

diabetes or asthma] as well as all other reasonable and necessary uninsured medical and dental expenses, in accordance with U.C.A. § 81-6-206.

a. Either parent who incurs medical expenses for parties' minor children shall provide written verification of the cost and payment of such medical expenses to the other parent within 30 days of payment.

b. In addition to any other sanctions provided by the Court, either 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 the parent knowingly and willingly fails to comply with subparagraph a, as applicable.

c. The custodial parent shall be ordered to provide a copy of the Decree of Divorce to each creditor providing medical or dental services for the minor children. Pursuant to U.C.A. § 15-4-6.7, each creditor is to be notified by the custodial parent that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce. Each creditor receiving a copy of the Decree of Divorce is to be notified that the creditor is prohibited from making a negative credit report or report of debtor's repayment practices or credit history regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.

18. TAX EXEMPTIONS. Tax credits, exemptions, and similar shall first and foremost be governed by applicable federal law and IRS regulation. While there are two eligible children, Mother shall claim the younger child each year and Father shall claim the older child each year. When there is one eligible child, Mother shall claim the child in even-numbered tax years and

Father shall claim the child in odd-numbered tax years. Each parent shall sign any forms necessary to effectuate this provision.

a. Pursuant to U.C.A. § 81-6-210(4), a parent may not claim a child or children as exemptions for federal and state income tax purposes if that parent is not current in her or his child support obligation.

b. Pursuant to U.C.A. § 81-6-210(5), a parent may not claim a child or children as exemptions for federal and state income tax purposes unless the award will result in a tax benefit to that parent.

19. ALIMONY. Both parents are able-bodied and capable of working. Neither parent has a full ability to meet their need. Neither parent shall pay or receive alimony.

20. PERSONAL PROPERTY. During the term of this marriage the parties have acquired certain personal property. It is reasonable that said property shall be distributed as the parties agree. The parties agree that the following is an equitable distribution of the personal property:

a. To Mother:

- (1) Household goods and furnishings – the parties will agree on division
- (2) All children's clothing and children's items
- (3) Personal effects
- (4) Nissan Rogue: Father shall transfer title to Mother once the loan is paid off

b. To Father:

- (1) Household goods and furnishings – the parties will agree on division
- (2) Personal effects
- (3) Nissan Juke: Mother shall transfer title to Father once the loan is paid off

21. REAL PROPERTY. During the period of their marriage, the parties have acquired no real property.

22. BUSINESS INTERESTS. The parties own no interests in any businesses.

23. ASSETS. The parties have the following financial accounts (bank: checking and savings, venmo, cryptocurrency, HSA, etc.) which shall be divided and/or awarded as follows:

- a. To Mother: all accounts in Mother's name
- b. To Father: all accounts in Father's name
- c. Any joint accounts shall be closed and the balance divided equally between the parties

24. DEBTS. During the period of their marriage the parties have incurred certain debts and obligations, and the Court shall make a fair and equitable distribution of the same as follows:

- a. Mother shall be ordered to pay and assume the following debts:

1 \$ L
. 3 i
M , v
o 3 i
u 5 n
n 9 g
t . e
a 9 x
i 8 p
n e
A n
m s
e e

r s

i

c

a

-

S

i

g

n

a

t

u

r

e

L

o

a

n

2 \$ N

. 5 i

M , s

o 9 s

u 0 a

n 9 n

t . J

a 6 u

i 8 k

n e

A

m

e

r

i

c

a

3

.

A

n

y

o

t

h

e

r

d

e

b

t

s

i

n

M

o

t

h

e

r

,

s

n

a

m

e

b. Father shall be ordered to pay and assume the following debts:

1 \$ F

. 1 a

M , t

o 0 h

n 0 e

e 0 r

y . ’

4 0 s

y 0 s

o \$ c

u 3 h

2 , o

. 3 o

U 4 li

n 9 n

k . g

n 0 N

o 0 i

w s

n s

a

n

R

o

g

u

3 \$ F^e

. 3 a

M , t

o 5 h

h 0 e

e 5 r

l . ’

a 2 s

4 7 s

. \$ t

M 1 u

o 6 d

h , e

e 7 n

l 5 t

a 2 l

. o

5 a

3 n

s

5 \$

. 2 F

M , a

A 9 t

C 8 h

U 5 e

. r

* 0 '

1 0 s

6 ~ t

5 \$ a

0 5 x

6 , d

. 7 e

I 0 b

R 0 t

S . M

7 0 e

. 0 d

C \$ i

o 4 c

m , a

m 2 l

o 6 d

n 4 e

S . b

p 3 t

i 0

r U

it n

8 k

. n

C o

e w

r n

n

u \$

n 3

n ,

o 9

s 0

F 0

i .

n 0

a 0

n

c \$

e 1

9 ,

. 0

D 0

o 5

ll .

a 0

r 0

L

o \$

a 1

n ,

C 2

e 9

n 5

t .

e 0

r 0

1 \$

0 2

. 3

M 2

o 2

n .

e 1

y 8

S

t \$

a 1

s ,

h 2

L 3

o 0

a .

n 7

1 7

1 \$

. 1

S ,

p 5

e 1

e 3

d .

y 0

C 0

a

s

h

1

2

.

B

l

u

e

C

h

i

p

F

i

n

a

n

c

i

a

l

1

3

.

U

p

r

o

v

a

L

o

a

n

1

4

.

M

r.

M

o

n

e

y

1

5

.

A

n

y

o

t

h

e

r

d

e

b

t

i

n

F
a
t
h
e
r
,
s
n
a
m
e

c. Each party shall be ordered to pay and assume their own debts incurred after the parties' fiscal separation on or about April 2023. Thereafter it is reasonable and proper that all debts and obligations contracted by the parties shall be the responsibility of the party who incurred the particular debt.

d. Each party shall indemnify and hold the other party harmless from any liability on the debts each party is ordered to pay. Pursuant to U.C.A. §81-4-406(3)(b), each party shall notify the respective creditors or obligees regarding the Court's division of the debts, obligations and liabilities, and provide the parties' separate current addresses to the respective creditors of obligees.

e.If a party fails to make a payment on a debt he or she is ordered to pay, and the other party makes the payment to avoid default, the party who failed to make the payment shall reimburse the paying party with statutory interest applied.

25. RETIREMENT AND SAVINGS. During the period of their marriage, the parties have, or may have, acquired retirement benefits and/or savings plan(s). It is reasonable and proper for the Court to make a fair and equitable distribution of the same. Each party shall be entitled to the proceeds of their own respective plans.

26. MOVE OUT. Father shall vacate and move out of the marital apartment by end of day on April 30, 2026. Father shall pay \$1400.00 by March 30, 2026 for the April rent. The parties have agreed that child support shall commence May 1, 2026 and there shall be no arrears owed for child support if Father pays the \$1400.00 April 2026 rent by March 30, 2026. At all times prior to when Father moves out, he shall keep his possessions in a clean and tidy manner in the apartment and shall contribute to the cleanliness and upkeep of the apartment.

27. RESTRAINT AGAINST USE OF PERSONAL INFORMATION. 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. ATTORNEY FEES AND COSTS. Each party shall be responsible for his or her own attorney fees and costs up to and including the issuance of the Decree of Divorce.

29. DOCUMENT DELIVERY. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Should a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense

of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

SO ORDERED.

*****In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.*****

Approved as to form:

/s/ Erin Dickerson 3/25/26

Erin Dickerson

Attorney for Petitioner

/s/ Jean D'Amour Mutabazi

Jean D'Amour Mutabazi

Respondent Pro Se

Signed with permission given via e-mail on 4/2/2026