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Petitioner's Attorney

IN THE THIRD JUDICIAL DISTRICT COURT,
SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF

SHELBI KESSIMAKIS,

Petitioner,

&

POPESE FALANIKO,

Respondent.

DECREE OF DIVORCE

Case No. 254902390

Judge Laura Scott

Commissioner Russell Minas

Petitioner, Shelbi Kessimakis, through her attorney, Daniel Young, and Respondent, Popese Falaniko, pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on April 7, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING JURISDICTION

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

2. 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.

3. Petitioner and Respondent were married on June 9, 2014, in Murray, Utah and are presently married. Parties separated on or about January 27, 2025.

PROVISION REGARDING VENUE

4. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county.

PROVISION REGARDING GROUNDS

5. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from

pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

PROVISIONS REGARDING PARTIES' CHILDREN

6. Parties are the parents of three children, all of which are minors, R.KF., October 2014, A.F., October 2019, and L.L.F., April 2021; collectively referred to as Minor Children.

A. Neither Party is currently pregnant.

7. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, child support, criminal, protective orders, or delinquency involving the above-named Minor Children in juvenile court, or any other court.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

9. Parties shall be awarded joint legal custody and Shelbi shall be awarded sole physical custody of Parties' Minor Children.

10. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Children's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Shelbi shall be the final decision-maker. Popese may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file

appropriate proceedings with the Court. Parties shall share equally mediation fees incurred pursuant to this paragraph.

11. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

12. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

13. Popese shall be awarded rights of parent-time with Minor Children of Parties as follows:

A. Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-302 — shall be considered the minimum parent-time to which Popese (i.e., the noncustodial parent) shall be entitled:

i. Midweek: One weekday evening to be specified by the noncustodial parent or the court, or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.; or at the election of the noncustodial parent, beginning at the time that Minor Children's schools are regularly dismissed and ending at 8:30 p.m. In addition, if school is not in session on the elected parent-time day, from approximately 9 a.m.,

accommodating the custodial parent's work schedule, until 8:30 p.m. if the noncustodial parent is available to be with Minor Children.

ii. Alternating Weekend: Beginning on the first weekend after the entry of the decree and continuing each year, alternating weekends from 6 p.m. on Friday until 7 p.m. on Sunday. At the election of the noncustodial parent, the weekend parent-time may begin at the time Minor Children's schools are regularly dismissed. In addition, if school is not in session on Friday from approximately 9 a.m. accommodating the custodial parent's work schedule, if the noncustodial parent is available to be with Minor Children. Weekends include any snow days, teacher development days, or other days when school is not scheduled and that are contiguous to the weekend period.

iii. Holiday: Each holiday granted to the noncustodial parent according to the following schedule:

Holiday	Holiday Time Period	Noncustodial Parent's Years	Custodial Parent's Years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly	Odd	Even

	dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in	Even	Odd

	<p>session and the parent can be with Minor Children;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday</p> <p>(2) Holiday ends at 7 p.m. on Memorial Day.</p>		
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	All years if Mother	All years if Mother
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>	All years if Father	All years if Father
Juneteenth National Freedom Day (or "Juneteenth")	<p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not Father's Day, or</p> <p>(b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day.</p>	Even	Odd

	(2) Holiday ends at 6 p.m. on the day following Juneteenth.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd	Even
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even	Odd

Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins.	Even	Odd
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd	Even
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly	Even	Odd

	dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the night before school resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed 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 7 p.m.	Odd	Even
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd

Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even
Father's Birthday	Granted to Father Every year		
Mother's Birthday	Granted to Mother every year		

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Children's attendance at school for that school day.

c. If there is more than one child and Minor Children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, Minor Children may remain together for the holiday period beginning the first evening that all Minor Children's schools are dismissed for the holiday and ending the evening before the first Minor Child returns to school.

iv. Extended: For extended parent-time with Minor Children, and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with Minor Children, which may be consecutive, when school is not in session for summer break. For the four weeks:

a. two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

b. two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday parent-time.

c. The custodial parent is entitled to uninterrupted parent-time with Minor Children for two weeks, which may be consecutive, when school is not in session for summer break.

B. Notification: Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.

i. In odd numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1, and the custodial parent shall provide notice to the noncustodial parent by May 15.

ii. In even numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.

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

provide notice may determine the schedule for summer break for the other parent.

iv. If the custodial parent intends to interrupt a noncustodial parent's interrupted extended parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within ten days on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

C. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. The holiday schedule for Mother's Day or Father's Day;

ii. The holiday schedule for Minor Children's birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Children away from that parent's residence during the uninterrupted extended parent-time;

iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Children's birthdays;

iv. Extended parent-time; and

v. The schedule for weekday or weekend parent-time.

D. Elections: An election shall be made by the noncustodial parent at the time of the entry of the order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in Minor Children's schedule. An election by either parent concerning parent-time shall be made a part of the order.

14. Popese shall not exercise overnight parent-time with Minor Children until Popese has reasonable accommodations for Minor Children. Morning parent-time exchanges shall take place at 9:00 a.m. and night-time parent-time exchanges shall take place at 7:00 p.m.

15. Shelbi's residence shall be considered Minor Children's home residence for purposes of identifying the appropriate school.

16. Unless Parties mutually agree in writing or the Court orders otherwise, Minor Children shall remain enrolled in their current school and shall attend the corresponding feeder schools.

17. If either parent takes Minor Children out of state for vacation, that parent must give notice to the other parent 30 days before leaving the state.

18. If either Party wishes to travel outside of the United States with Minor Children, Parties shall cooperate to obtain passports for Minor Children. Shelbi shall be the custodian of the passports. Parties shall either agree in writing or obtain Court order allowing travel outside of the United States. Minor Children's passports shall be freely shared between Parties as

necessary to facilitate any written agreement or Court Order regarding travel.

19. Each Party shall be awarded reasonable telephone or other electronic communication with Minor Children when Minor Children are at the other Party's home at reasonable times and for reasonable durations.

20. Whenever Minor Children travel with either parent, the traveling parent shall provide the following to the other parent:

- A. An itinerary of travel dates;
- B. Destinations;
- C. Places where Minor Children or traveling parent can be reached, and
- D. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

21. If one Party moves more than 150 miles, then Parties shall abide by Utah Code, Section 81-9-209.

22. The receiving Party shall be responsible for providing transportation. Parties shall be responsible for all other costs associated with exercising his or her parent-time.

PROVISIONS REGARDING RIGHT OF FIRST REFUSAL

23. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor Children over any

other third party (i.e., surrogate care) if the parent responsible for Minor Children is not available for an 30 minutes or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent Minor Children from having sleepovers with friends and family.

PROVISIONS REGARDING SUPPORT PAYMENTS

24. Shelbi is employed and earns \$4825 gross per month.

25. Popese is employed and earns \$6248 gross per month.

26. Pursuant to Utah Code, Sections 81-6-202 through 305, Popese shall be Ordered to pay child support.

A. According to Uniform Child Support Guidelines, sole child support worksheet (Exhibit 1), beginning June 2025, Popese shall pay \$1,153 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. The base child support award shall be reduced by (1) 50% for time periods during which Minor Children are with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 25 of any 30 consecutive days of extended parent-time, or (2) 25% for time

periods during which Minor Children are with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 12 of any 30 consecutive days of extended parent-time. If Minor Children are recipients of Temporary Aid to Needy Families, any agreement by Parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

C. Pursuant to Utah Code, Sections 26B-9-302 through 412, Popese shall make child support payments to the Office of Recovery Services or, if not missed payment, may pay directly to Shelbi.

D. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Popese.

E. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

F. Any claimed child support arrearages are waived.

G. Pursuant to Utah Code, Sections 81-6-104 and 81-6-205, each parent's child support obligation shall be established in proportion to

their adjusted gross incomes. The child support obligation of the father shall be \$1,153 The child support obligation of the mother shall be \$892.

H. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

I. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

27. Each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Children are involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to other Party verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and shall be reimbursed by other Party within thirty days of receiving the verification of

incurred expenses. A Party who incurs an expense for Minor Children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

28. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium 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 minor children of Parties in this case. If at any time Minor Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by Parties.

C. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery

Services under Title IV of the Social Security Act, upon initial enrollment of Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

D. A parent 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.

E. 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 subparagraphs C and D above.

F. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Shelbi shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Popese shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are

covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

H. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

29. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career-related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

B. The parent who incurs child-care expenses shall provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care 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.

C. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

D. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided. Popese's family member shall not provide baby-sitting services.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

30. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Children about litigation between Parties.

C. Parties shall not involve or speak with Minor Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

F. The children are not to go to Popese's parents' home or anywhere that the parties have not previously agreed upon. The children shall stay at the parties' own residences during out time.

**PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

31. Shelbi shall be entitled to claim Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns from 2025 onward.

32. Either Party shall have the option to exercise a buy-out of other Party's exemptions, deductions, and credits if requesting Party pays for all accounting expenses and uses a third-party accountant to calculate the buy-out option. Requesting Party shall pay other Party the amount which he or she would have benefited from the dependency exemption to leave the other Party tax neutral. Party requesting the buy-out provision shall request tax information by March 1st and shall decide by March 15th if a buy-out shall occur.

PROVISIONS REGARDING TAXES

33. Parties shall file married, filing separately for federal and state taxes for 2025. Any tax refund or liability shall be paid by Party owing the tax or receiving the refund.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

34. During the course of the marriage, Parties acquired certain/did not acquire any debts and obligations. These debts shall be divided, as follows:

DESCRIPTION	AMOUNT	RESPONSIBLE PARTY:
Pacifica	19,000	Shelbi
Accord	22000	Popese
4011 T Row Price	3600	Shelbi

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

35. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties shall be awarded vehicles as follows: (1) Shelbi shall be awarded the Pacifica and (2) Popese shall be awarded the Accord. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within thirty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within thirty days, then the vehicle shall be immediately placed for sale.

B. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

C. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

D. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

E. The remaining personal property shall be divided as Parties agree, if they cannot agree, they shall attend mediation.

PROVISIONS REGARDING REAL PROPERTY

36. During the course of the marriage, Parties acquired real property located at 850 E three Fountains Drive., #197, Salt Lake City, Utah 84107. Shelbi shall be awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property. Shelbi shall receive all equity.

A. Shelbi shall refinance all mortgages on, and transfer all obligations related to, the real property into her own name within one year of entry of the Decree of Divorce.

PROVISIONS REGARDING ALIMONY

37. Neither Party shall be awarded alimony.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

38. Shelbi and Popese acquired interest in defined contribution plans or defined benefit plans, including, T. Rowe Price. This account shall be awarded to Shelbi in full.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

39. Each Party shall be responsible for their own costs and attorney's fees.

II. OTHER.

40. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

41. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

42. Parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both Parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury.

43. If any term, paragraph, or provision of this Decree is held invalid or unenforceable for any reason, the remainder of this Decree shall continue in full force and effect.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Popese Falaniko
Popese Falaniko

Respondent Pro Se

*(Signed by Daniel Young with permission granted via email from Respondent
on April 20, 2026)*

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: POPESE FALANIKO

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated April 18, 2026

BROWN FAMILY LAW, LLC

/s/ Daniel Young

Daniel Young

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on April 18, 2026, I caused to be served a true and correct copy of the foregoing by first-class mail or facsimile or email or hand-delivery or electronic notification, addressed to the following:

Popese Falaniko
Respondent Pro Se
peezyfalaniko@gmail.com

BROWN FAMILY LAW, LLC

/s/ Daniel Young

Daniel Young

Petitioner's Attorney