



Alexis Whelan (19743)
LONG OKURA P.C.
1981 Murray Holladay Rd., Suite 120
Salt Lake City, Utah 84117
Ph: 1.801.746.6000
Fax: 1.800.568.7083
alexis@longokura.com

Attorney for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

<p>In the Matter of the Marriage of:</p> <p>MICHAEL DEWEY,</p> <p>Petitioner,</p> <p>and</p> <p>BIANCA MARIE TEH,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case Number: 264901077</p> <p>Judge: Linda Jones</p> <p>Commissioner: Joanna Sagers</p>
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THIS MATTER comes before the Court on Petitioner's Verified Petition for Divorce. Petitioner, having been granted a default against Respondent, the same having been received and approved by the Court. The Court, having entered its Findings of Fact and Conclusions of Law, and for good cause otherwise appearing:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

The Petitioner is hereby awarded a Decree of Divorce from Respondent, said Decree to become final upon its being signed by the court and entered in the Office of the Third Judicial District Court Clerk

1. **Residence.** Petitioner is now and has been for a period of three or more months immediately prior to the filing of the Verified Petition in this action, a resident of Salt Lake County, State of Utah.

2. **General Jurisdiction.** This Court has general jurisdiction over this matter, pursuant to Utah code §78A-5-102(1).

3. **Personal Jurisdiction.** This Court has personal jurisdiction over the parties, pursuant to Utah Code §78B-3-205 and Utah Code §78B-15-604.

4. **Venue.** Venue is proper in this Court, pursuant to Utah Code §78B-15-605.

5. **Grounds.** The parties agree that irreconcilable differences have arisen between the parties, making continuation of the marriage impossible and the marriage no longer viable.

6. **Marriage Information.** The parties to this action are husband and wife having been married on August 22, 2016 in Portland, State of Oregon. The parties separated on or about November 12, 2024, and do not currently reside together.

7. **Children.** There has been one (1) child born as issue of this marriage:

Name	Birthdate
H.D.	December 2017

8. In compliance with Utah Code Annotated §78B-13-209, Petitioner verifies that the children have resided with their parents during the last five years.

9. **Home State Jurisdiction.** Utah is the home state of the parties' minor child, pursuant to Utah Code Annotated §78B-13-102(7), and Utah has jurisdiction over this matter, pursuant to Utah Code Annotated §78B-13-201(1), in that the child has lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

10. Pursuant to Utah Rule of Civil Procedure 100(a), the Petitioner states, upon information and belief, that there are no proceedings for custody, child support or parent-time, a protective order or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

11. Pursuant to Utah Code §78B-13-209, the Petitioner has not participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or parent-time with the child, nor does the party know of any proceeding that could affect the current proceeding, nor does the party know of any other person not a party to the proceedings who has custody of the child or claims rights of custody or parent-time.

12. **Public Assistance.** Neither party is receiving any public assistance for the benefit of the dependent child here in issue.

PARENTING PLAN

Custody and Parent Time

13. **Physical Custody.** The parties shall be awarded joint physical custody of the minor children with parent-time to be exercised pursuant to a one week on/one week off schedule, and a parent-time allocation of 50/50. The details of this parenting plan are set forth below.

14. **Legal Custody.** The parties shall be awarded joint legal custody of the child and shall cooperate and work together for the best interests of the child in making joint decisions regarding the child's medical and mental health, educational pursuits, religious affiliation, and any and all significant matters affecting the child's life. The parties will inform each other when issues arise regarding the child and will do so within a reasonable period of time, prior to making significant legal-custody decisions regarding the child. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party. The parties shall then work together to make a decision within a reasonably short period of time, relative to the timeline presented by the urgency of the issue.

15. If the parties are unable to reach an agreement on any issue related to the child, under the terms of the paragraph above, the party who wishes to have resolution of the issue shall present, in writing, a demand for the parties to attend mediation by a specified reasonable date. If the decision is urgent and cannot be delayed, or if the other party refuses to participate in mediation, attempts to delay mediation, or otherwise

intends to make a decision without regard to the other parent's agreement, the party wishing for resolution may turn to the court directly by filing a motion for relief.

16. The parties shall inform each other when issues arise regarding the children and shall do so within a reasonable period of time, prior to making significant legal-custody decisions regarding any child. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party. The parties shall then work together to make a decision within a reasonably short period of time, relative to the timeline presented by the urgency of the issue.

17. Each party shall have the right to treat the children for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the children. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the children's lives. Both parents shall provide notice to the other parent of issues relating to any illness or accident or other circumstance that affects the children's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the children, whether related to education, sports, arts, extra-curricular activities, church or other

activities events in which the children participate so that both parents may attend or participate, if otherwise not prohibited by court orders or the binding agreements of the parties.

18. **Parent-Time.** Parent-time shall be as follows, unless the parties agree otherwise in writing:

a. The parties shall continue exercising parent time pursuant to a one week on/one week off arrangement, and a 50/50 division of parent-time.

Michael will have the child for one full week (7 days), and Bianca would then have the child for the next full week.

b. Parent-time exchanges shall continue as the parties have been.

19. The parties agree to follow the advisory guidelines found at Utah Code Annotated Section 81-9-202.

20. **Travel with Minor Child.** If either party desires to take the minor child outside of the state of Utah, he or she shall inform the other party in advance of the travel and provide the other party with the travel itinerary and make arrangements for the maintenance of contact between the children and the other party during the trip.

21. **Relocation with Minor Child.** If either party wishes to relocate out of the state of Utah or more than 50 miles from his or her current residence, and that party intends to move the children with him or her, the party wishing to relocate must give sixty (60) days written notice to the other party indicating the intent to move. If the non-relocating party fails to file a document with the court requesting that the court prevent the move and the

parties cannot make other agreement as to the non-relocating parent's parent-time, the non-relocating parent's parent-time with the children will be according to Utah Code Annotated Section 81-9-209.

Other Parent Plan Provisions

22. **Mutual Restraints.** Both parties shall be restrained from smoking or abusing alcohol before and during parent-time, or otherwise in the presence of the child. Both parties shall instruct any third parties who are also smoking or abusing alcohol to refrain from doing so in the presence of the child. If they refuse to do so the party shall remove the child from that location.

23. **Communication.** The parties shall communicate with each other exclusively about matters regarding the child. Of course, either party shall feel free to contact the other party if there is an emergency regarding or during parent-time.

24. Communications shall be between the parents as much as possible rather than using other family members, friends, new romantic interests, or others. The child shall never be used as messengers between the parents.

25. Neither parent shall be communicating with the other parent's significant other, except for in the event of an emergency affecting the child, and only after the other parent was attempted to be reached and could not be.

26. The child shall be permitted to communicate with the other parent during either party's parent-time whenever he would like to.

27. **Non-Disparagement.** Both parties shall be restrained from disparaging the other party to or in the presence of the minor child, and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with the minor child or in the presence of the child, and are to instruct third parties to also be so restrained.

28. Further, both parties shall be ordered to instruct any adult who discusses the divorce, adult issues, and/or disparages the other party to cease immediately and to remove the child from the presence of that person.

Payments for the Benefit of the Children

29. **Child Support.** Michael is currently employed at Ortho Development as a Technician, and earns a gross monthly income of approximately \$3,333.30. Bianca is currently employed and also earns a gross monthly income of approximately \$3,333.30.

30. The joint custody worksheet was used in calculating the child support amount.

Pursuant to Utah Code Annotated and the child support guidelines set forth therein, Bianca shall be ordered to pay \$245.00 to Michael each month for child support.

However, Bianca's one-half contribution to the child's extra-curriculars, health insurance premium, etc. as provided herein, shall be credited as child support, and a separate, ongoing monthly payment will not be necessary so long as Bianca continues these contributions for the benefit of the child.

31. Shall either party's income or employment change, he or she must notify the other parent of the change as soon as possible, and child support shall be recalculated accordingly, at which time Paragraphs 32 and 33 below will apply.

32. Child support shall be paid until the child reaches age 18 or graduates from high school in that child's normal and expected year of graduation, whichever is later.

33. Shall physical custody of the children change, the child support shall automatically change and be recalculated based on that change. Further, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support awarded shall be automatically adjusted to reflect the base combined child support obligation shown in the table for the remaining number of children due child support, unless otherwise provided. The award may not be reduced by a per child amount derived from the base child support originally ordered.

Insurance and Other Expenses

34. Michael shall be ordered to maintain in force any and all health, accident and dental insurance for the benefit of the minor child as available, so long as the same is available at reasonable cost. If Bianca has or gains employment that has the availability of medical insurance for the child, the parties will determine which party has the more reasonable policy and rate, and that party will insure the child. Michael shall continue that coverage of the child until the child attains the age of 18 years or has graduated from high school during the child's normal and expected year of graduation, whichever

occurs later. Further, each party shall pay one-half of the out-of-pocket costs of the premium actually paid by Michael for the child's portion of insurance. According to statute, the child's portion of the premium is a per capita share of the premium actually paid for the family and shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the results by the number of minor children of the parties. The insuring party shall be ordered to provide verification of the coverage of the insurance to the other party upon the divorce or upon initial enrollment and thereafter, and notify the other party of any change in insurance carrier, premium or benefits within 30 days of the date he or she knows of the change.

35. Uninsured Expenses for Minor Child. In addition to sharing health insurance premiums, each party shall share, one-half to each, all reasonable and necessary uninsured medical expenses, dental, orthodontic, optical, preventative care, routine visits, allergists or other specialist care, prescriptions, medical devices or psychotherapeutic expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other party 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 expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

36. Work-Related Child Care Expenses. Pursuant to Utah Code Annotated §78B-12-214, Petitioner and Respondent shall share equally in any reasonable work-related child care expenses incurred, so long as such expenses are actually incurred and were incurred in reasonable relation to the work schedule of the party incurring the expense. The parent enrolling the child for childcare or requesting reimbursement for child care, must inform the other parent of the enrollment and provide verification of the expense within thirty (30) days of incurring the expense. The other parent may request proof of the relationship to the parent's work schedule before paying the requested reimbursement. A parent incurring child care expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expense if the parent incurring the expense fails to provide verification as required herein.

37. The parent paying child support shall be ordered to maintain in force a policy of insurance on her life, having a benefit payable on death in the minimum sum of \$32,340.00 (132 months x \$245.00) naming the minor child as the ultimate beneficiaries and Michael as Trustee for the benefit of the minor child, until the child has attained the age of 18 years or graduates from high school in the child's normal and expected year of graduation, whichever last occurs. Further, Bianca shall be ordered to provide proof to Michael, annually, that such insurance is in full force and effect, as set forth above. Copies of the pertinent provisions of the Decree shall be provided to the life insurance

company, and the beneficiary designation shall not be changed without a subsequent court order or written stipulation of the parties.

38. **Taxes.** The parties shall alternate years wherein each may claim the children as tax exemptions and be awarded any tax credits related to the children for the purpose of calculating his or her State and Federal income taxes, beginning with Michael claiming the child for tax year 2025.

39. In order for Bianca to claim the child for the purposes of tax exemptions or credits in any tax year, Bianca must be current in her child support obligation (whether it be monthly payments or ongoing one-half contributions for the benefit of the minor child) by the end of the tax year, which is December 31st. The parties shall cooperate in executing Form 8332 or any other necessary tax forms to enable Bianca to so claim the exemption and tax credit.

PROVISIONS NOT PART OF THE PARENTING PLAN

40. **Alimony.** Both parties to this action are able-bodied and employed, and neither party shall be awarded any alimony from the other.

41. **Real Property.** During the marriage, Michael was gifted the real property at 7206 Milky Hollow Lane, West Jordan, Utah 84084 (the “Marital Home”) by his mother. It is reasonable, necessary and proper that Michael shall be awarded the temporary and permanent, exclusive use and possession of said real property and all right, title and interest in said real property, including any reserve account, subject to any mortgage

obligation or other encumbrances on the property and the taxes and insurance. Michael shall hold Bianca harmless on any and all obligations associated with the home.

42. Retirement Accounts. During the course of the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans.

Each party shall be awarded the retirement assets held in his or her own name, free and clear of any claim by the other party.

43. Financial Accounts. The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. Each party shall be awarded the financial accounts held in his or her own name, free and clear of any claim by the other party.

44. Debts. During the course of the marriage, the parties have incurred various debts and obligations. Each party shall pay and assume all debts and obligations incurred in his or her own name during the marriage and subsequent to the date of separation of the parties.

45. The payment of the debts set forth above shall be non-dischargeable in bankruptcy. The party not obligated to pay a joint obligation shall do the following: a) Send a copy of the Decree to each joint creditor that he/she is not required to pay that joint debt; b) notify that joint creditor of the current separate address for each party; c) Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract. Also, inform the creditor that no negative credit report or other exchange of credit history or repayment

practices may be made regarding the joint debt, unless the creditor has first made a demand for payment on the party who was not required to pay the debt; and d) with respect to a creditor for medical expenses provided to a minor child, notify the creditor that a claim for unpaid medical expenses may not be made against the parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent. The foregoing is meant to comply with the provisions of Utah Code Annotated Section 81-4-501(2)-(4).

46. Personal Property. Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. The parties shall each be awarded the personal property each owned prior to marriage. The parties shall equitably divide the personal property acquired during the course of the marriage. If the parties cannot agree on an equitable division of the property, each party shall be ordered to make a detailed list of the items they would like to be awarded, and provide that list to the other party within thirty (30) days from the date the Decree is issued.

47. Any personal property items not expressly claimed within this time period will be awarded to the party who has possession of the item(s). The parties shall be ordered to immediately exchange all items whose distribution is not in dispute and to attend mediation to resolve any disputes as to further distribution.

48. If the parties cannot agree on an equitable division of the property, each party shall be ordered to make a detailed list of the items in the home, the value of the items, and a

proposed distribution of the items. The parties shall be ordered to immediately exchange all items whose distribution is not in dispute and to attend mediation to resolve any disputes as to further distribution.

49. Bianca shall pay to Michael one-half of the verified amount of the proceeds from the sale of any marital property that has been sold without Michael's consent.

50. **Separate Property.** All items or heirlooms received by inheritance or gift through a family-line are the sole property of the person who received the inheritance, heirloom, or gift.

51. **Vehicles.** During the marriage, the parties have acquired vehicles. Michael currently drives a Subaru Empreza, and Bianca currently drives a Honda. Each party shall be awarded the vehicle he or she is currently driving, subject to any associated debts, and holding the other party harmless thereon.

52. **Attorney's Fees.** Each party shall pay his or her own attorney fees and court costs incurred.

53. All amounts owed to either party, per the provisions of this Petition, shall be deemed owed from the date of the separation of the parties.

54. Each party shall be ordered to execute and deliver any necessary documents to transfer the title and ownership of the property of the parties pursuant to the Decree entered in this matter.

55. Any and all property and money received or retained by either party pursuant to the divorce shall be deemed the separate property of such party free and clear of any right,

interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

56. It is reasonable that, if either party fails in the performance of any of his or her obligations under the Decree, the aggrieved party shall have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

[THIS DOCUMENT CONCLUDES HERE; SIGNATURES ARE FOUND ON FIRST PAGE.]

CERTIFICATE OF DELIVERY

I hereby certify, that on this 24th day of April 2026, I delivered true and correct copy(s) of the foregoing **DECREE OF DIVORCE** to the following party(s) via email:

Bianca Marie Teh
7155 S High Tech Drive #41
Midvale, UT 84047
(701) 289-2442
biancateh2021@gmail.com
Respondent

/s/ Savannah Perschon