

FILED DISTRICT COURT
Third Judicial District

MAY 04 2026

Salt Lake County

By: _____ Deputy Clerk

HIEU N NGUYEN

Name

8032 S Red Baron LN.

Address

West Jordan, Utah 84081

City, State, Zip

801-875-9939

Phone

Hieu.Nguyen.civ@gmail.com

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

[x] the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

HIEU N NGUYEN

(name of Petitioner)

and

GILBERT GLYTHE JAVIER-MACALINO

(name of Respondent)

Other parties (if any)

Divorce Decree

264901301

Case Number

Randall Skanchy

Judge

Michelle Blomquist

Commissioner (domestic cases)

The court decrees:

Divorce

1. HIEU N NGUYEN is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by HIEU N NGUYEN. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **HIEU N NGUYEN** and **GILBERT GLYTHER JAVIER-MACALINO** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Ellie Javier**

Date of Birth: **Dec 5, 2024**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Ellie Javier**

Date of Birth: **Dec 5, 2024**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **May 1, 2025**

Address: **8032 S Red Baron LN., West Jordan, Utah 84081 United States**

(1).

Caretaker at this address: **Hieu N Nguyen**

Caretaker current address: **8032 S Red Baron LN., West Jordan, Utah**

84081 United States

ii.

Move-out Date: **May 1, 2025**

Move-in Date: **Dec 6, 2024**

Address: **7121 W Owens View Way, West Jordan, Utah 84081 United States**

(1).

Caretaker at this address: **Hieu N Nguyen**

Caretaker current address: **8032 S Red Baron LN., West Jordan, Utah**

84081 United States

(2).

Caretaker at this address: **Gilbert Glythe Javier-Macalino**

Caretaker current address: **7121 W Owens View Way, West Jordan, Utah**

84081 United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **HIEU N NGUYEN** and **GILBERT GLYTHER JAVIER-MACALINO**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **HIEU N NGUYEN** and **GILBERT GLYTHER JAVIER-MACALINO** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **HIEU N NGUYEN** and **GILBERT GLYTHER JAVIER-MACALINO**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **HIEU N NGUYEN** be awarded Sole Legal and Sole Physical custody **GILBERT GLYTHER JAVIER-MACALINO** should have parent-time at reasonable times and places.

The parents will follow a custom parent-time schedule.

- a. The parties enter into this Parenting Plan with the shared understanding and fundamental commitment that their roles as Mother and Father transcend the dissolution of their marriage. United in their dedication to their children's well-being, they acknowledge that effective co-parenting requires ongoing communication, mutual respect, and a willingness to adapt as their children's needs evolve. Both parties pledge to maintain and continuously improve their communication for the benefit of their children. The parties recognize that parenting encompasses a complex series of interconnected decisions that shape their children's development, security, and future success. This Parenting Plan addresses these decisions through three essential categories:
 1. Moral Decision-Making and Legal Custody: Decisions concerning the children's religious upbringing, educational direction, medical care, and other matters that fundamentally shape their moral and ethical development.
 2. Parenting Time and Physical Custody: The structured arrangement of time

each child spends with each parent, designed to maintain meaningful relationships while providing stability and routine in the children's lives. 3. Financial Decision-Making and Support: The collaborative approach to addressing the children's financial needs, including but not limited to educational expenses, healthcare costs, extracurricular activities, and daily necessities. The provisions that follow establish the framework through which the parties will address each of these decision-making categories, with the shared goal of promoting their children's best interests through thoughtful cooperation and mutual support. The parents acknowledge that physical custody arrangements established within this agreement determine the residential schedule and time allocations for when the children will be in the care of each parent. Both parents recognize that due to the ever-changing nature of individual lives, family dynamics, and children's developmental needs, any parenting plan is inherently experimental and subject to evolution over time. This physical custody arrangement considers multiple practical factors including geographical distance between homes, work obligations, and most importantly, the children's best interests. The parents understand that children's needs change as they develop, and their ability to adapt to divorce-related transitions may vary. This arrangement is therefore designed to be responsive to the children's ongoing social, emotional, and mental well-being. The parents agree that optimal custody arrangements emerge through careful observation and adjustment rather than rigid adherence to predetermined schedules. They commit to maintaining open dialogue about necessary modifications and will work collaboratively to make adjustments without court intervention whenever possible. The parents acknowledge that their ability to negotiate adaptations privately, while prioritizing their children's best interests, typically produces more positive outcomes than seeking court-imposed solutions. ``Base Parenting-Time Rotation. FLEXIBLE PARENT-TIME SCHEDULE BASED ON MILITARY DUTIES The parties have agreed, in lieu of the statutory minimum schedule under Utah Code § 30-3-35.5, to a flexible parent-time arrangement that accommodates Respondent Javier's active-duty military schedule. The parties further agree as follows: 1. PRIMARY RESIDENCE. The minor child shall reside primarily with Petitioner Nguyen, who shall serve as the custodial parent. 2. LOCATION OF PARENT-TIME. Unless the parties mutually agree otherwise in writing, Respondent Javier's parent-time shall occur at Petitioner Nguyen's residence or at another location mutually agreed upon, so as to preserve the child's familiar environment. 3. SCHEDULING. Parent-time shall be scheduled around Respondent Javier's military duty schedule and availability. The parties shall confer in good faith and cooperate to establish specific dates and times on a rolling basis as

Respondent Javier's availability is known. 4. **NOTICE.** Respondent Javier shall provide Petitioner Nguyen with as much advance notice as reasonably possible of the dates and times he will be available to exercise parent-time. 5. **REASONABLE ACCESS.** Petitioner Nguyen shall not unreasonably withhold parent-time and shall facilitate reasonable access between Respondent Javier and the child whenever his duty schedule permits. 6. **FUTURE MODIFICATION.** As the child matures and as Respondent Javier's military duty circumstances change, the parties may, by written mutual agreement, adopt a more structured parent-time schedule. Absent such written agreement, this flexible arrangement shall remain in effect. 7. **VIRTUAL PARENT-TIME.** When in-person parent-time is not feasible due to deployment, training, or other military duties, Respondent Javier shall have reasonable telephone, video, and electronic contact with the child. 8. **DISPUTE RESOLUTION.** Any dispute concerning parent-time shall first be addressed by good-faith discussion between the parties and, if unresolved, by mediation before any party seeks court intervention. In the event the parties are unable to reach an agreement regarding communication and visitation schedules, the provisions set forth in the Military Parent-Time section shall govern.

FOR CHILDREN UNDER 5 MONTHS OF AGE (Utah Code 81-9-304):

Weekly: Three two-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

Weekly: Three three-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

Weekly: One 8 hour visit every week and one 3 hour visit every week.

Holidays: Eight hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table, and

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least

100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

Midweek: One weekday evening from 5:30 p.m. to 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. Friday until 7:00 p.m. Sunday.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one week shall be uninterrupted time for the parent granted the extended parent-time;
- b. the remaining week shall be subject to weekday parent-time for the custodial parent on the same day as the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical one-week period of uninterrupted time for vacation.

Notification of extended parent-time or vacation weeks with the child shall be provided at least 30 days in advance to the custodial parent.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE (81-9-304):

Midweek: One weekday evening from 5:30 - 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. on Friday until 7:00 p.m. on Sunday continuing.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent;

a. one two-week period shall be uninterrupted time for the parent granted the extended parent time;

b. the remaining two-week period shall be subject to an equal amount of weekday parent-time that the parent exercising the extended parent-time has during the other weeks of the year; and

c. the custodial parent shall have an identical two-week period of uninterrupted time for vacation.

A parent shall notify the custodial parent at least 30 days in advance of extended parent-time or vacation weeks.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Parent-time for special occasions

8. The parents will follow the schedule for special occasions below. If there is more than one child and the 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, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.		
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 years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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 the holiday begins.	Even years	Odd years
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 years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day 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 years	Even years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years

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

Holiday	Period	Noncustodial Years	Custodial Years
	regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All Years: HIEU N NGUYEN is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: GILBERT GLYTHE JAVIER- MACALINO is the father	
Summer Break	GILBERT GLYTHE JAVIER-MACALINO will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of GILBERT GLYTHE JAVIER- MACALINO. GILBERT GLYTHE JAVIER- MACALINO will have an additional two weeks of extended Summer Parent-time at the option of GILBERT GLYTHE JAVIER- MACALINO, subject to weekday parent-time for HIEU N NGUYEN, but not weekends normally exercised by HIEU N NGUYEN. GILBERT GLYTHE	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
---------	--------	--------------------	-----------------

JAVIER-MACALINO will notify HIEU N NGUYEN of the summer break extended parent-time by May 1 each year. HIEU N NGUYEN will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of HIEU N NGUYEN. HIEU N NGUYEN will notify GILBERT GLYTHER JAVIER-MACALINO of the summer break extended parent-time by May 15 each year. If the notification by GILBERT GLYTHER JAVIER-MACALINO is not timely, HIEU N NGUYEN may determine the schedule for extended parent-time for GILBERT GLYTHER JAVIER-MACALINO, so long as HIEU N NGUYEN has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.

Holiday	Period	Noncustodial Years	Custodial Years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
HIEU N NGUYEN's Birthday	HIEU N NGUYEN will have parent-time each year on HIEU N NGUYEN's birthday from 3:00 p.m. until the following morning when HIEU N NGUYEN delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
GILBERT GLYTHER JAVIER-MACALINO's Birthday	GILBERT GLYTHER JAVIER-MACALINO will have parent-time each year on GILBERT GLYTHER JAVIER-MACALINO's birthday from 3:00 p.m. until the following morning when GILBERT GLYTHER JAVIER-MACALINO delivers the child to school, or	All years	

Holiday	Period	Noncustodial Years	Custodial Years
---------	--------	--------------------	-----------------

	8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
--	--	--	--

Parent-time transfers

9. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

10. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

11. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

12. The school the children will attend is based on **HIEU N NGUYEN's** home residence.

13. HIEU N NGUYEN and GILBERT GLYTHER JAVIER-MACALINO has authority to check the children out of school. HIEU N NGUYEN and GILBERT GLYTHER JAVIER-MACALINO has access to the children during school. If the parents cannot agree, education decisions will be made by HIEU N NGUYEN.

Communication with each other

14. Parents will communicate with each other by any method.

Communication with the children

15. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

16. Parents and children may communicate with each other whenever the children choose.

- By any method

17. Other terms about communication with the children: **Communication With the Children. Each parent shall have reasonable telephone, video, and electronic communication with the minor child during the other parent's parenting time. Neither parent shall unreasonably interfere with or monitor such communication.**

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **20** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

- A licensed child care provider.
- A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i. Thanksgiving holiday beginning Wednesday until Sunday; and

ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i. the entire winter school break period; and

ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the

children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

24. Other terms about relocating: **Relocation Restrictions. Neither parent shall relocate the residence of the minor child outside of SALT LAKE County, Utah, without prior written agreement of the other parent or order of the Court. Any such relocation shall comply with Utah Code §81-9-209 (relocation notice requirements).**

25. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the the parent who moved.

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

Military Parenting Plan (Utah Code Title 81, Chapter 10, Part 4)

This Military Parenting Plan is proposed by the **petitioner**.

28. This Military Parenting Plan is in addition to the standard Parenting Plan because **Respondent** is a servicemember.

Military Parenting Plan: Notice of deployment

29. After receiving notice of deployment, a deploying parent will give written notice to the other parent within 7 days or as soon as reasonably possible. If the non-deploying parent has a protective order against the deploying parent, the deploying parent will give written notice of deployment to the court. The written notice of deployment should include the destination, duration, and conditions.

Military Parenting Plan: Caretaking authority during deployment

30. Only **Respondent** is a servicemember. While **Respondent** is deployed, caretaking authority of the parties' children is given to:

- **HIEU N NGUYEN**, who is not deployed.
- **GILBERT GLYTHER JAVIER-MACALINO** will keep some caretaking authority.

31. A person granted caretaking authority must notify the following people of any change in mailing or residential address:

- The deploying parent,

- Anyone with physical or legal custody,
- Anyone who has parent-time, right to access, visitation, and
- Anyone with authority to grant limited contact with the children.

32. However, if a person granted caretaking authority has a court order protecting their address, they must give written notice of any change in mailing or residential address to the court.

Military Parenting Plan: Decision-making authority during deployment

33. The people given caretaking authority above will have decision-making authority to:
- Make day-to-day decisions for the children during the time they are caring for the children.
 - Make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decisions with the other people who have caretaking authority as soon as reasonably possible.

Military Parenting Plan: Resolving disputes

34. If the people given caretaking authority need to resolve a dispute about the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for the children.

35. If the people given caretaking authority are unable to agree, they will participate in the following before bringing the issue to the court:

- Mediation

Military Parenting Plan: Contact with the deployed parent

36. There will be contact with the children and the deployed parent. **Hieu N Nguyen** will arrange for the contact. Contact will be as follows:

Frequency: weekly

Duration: 30 minutes-1 hour

Method: any available method

Military Parenting Plan: Contact when deployed parent is on leave or is otherwise available

37. When the deployed parent is on leave or is otherwise available, contact with the children will be as follows:

- When the active-duty military parent is on leave or otherwise available for communication, the parent shall be entitled to communicate with the child up to two (2) times per week, for up to one (1) hour per communication, using any available method, including but not limited to telephone, video call, or other electronic means.**

Military Parenting Plan: Child support not modified

38. Child support obligations cannot be modified by the Military Parenting Plan.

39. Changing child support requires a court order.

40. The arrangements in this Military Parenting Plan terminate 30 days after the deploying parent gives notice of the return from deployment.

Military Parenting Plan: Other terms that are important to us or our children

41. **Upon return from deployment, the deployed parent shall resume parent-time with the minor children. The parties agree to cooperate in establishing a parent-time schedule that provides the deployed parent with approximately one hundred eleven (111) overnights annually. In the absence of mutual agreement, the parent-time schedule shall default to the minimum statutory parent-time for children under the age of five (5) pursuant to Utah Code § 30-3-35.5.**

END OF PARENTING PLAN

Income: Petitioner (HIEU N NGUYEN) (Utah Code 81-6-203)

42. **HIEU N NGUYEN's** gross monthly income for child support purposes is **\$4166**. **HIEU N NGUYEN** base child support amount using the **sole** custody calculation is **\$390**. **HIEU N NGUYEN** receives the following gross monthly income:

a. **HIEU N NGUYEN** is employed at **N/A**. **HIEU N NGUYEN** earns **\$4166** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (GILBERT GLYTHER JAVIER-MACALINO) (Utah Code 81-6-203)

43. **GILBERT GLYTHER JAVIER-MACALINO's** gross monthly income for child support purposes is **\$9320**. **GILBERT GLYTHER JAVIER-MACALINO** receives the following gross monthly income:

a. **GILBERT GLYTHER JAVIER-MACALINO** is employed at **FMS 2**. **GILBERT GLYTHER JAVIER-MACALINO** earns **\$9320** gross (pre-tax) monthly income working a 40-hour a week job or less.

44. The adjusted gross monthly income for **GILBERT GLYTHER JAVIER-MACALINO** is **\$9320**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

45. **HIEU N NGUYEN** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons: **The reason(s) for deviation are Special Child Support Terms. The presumptive child support amount, as calculated based on the parties' incomes, is \$867 per month. This calculation reflects that the Respondent is currently paying child support for another child in a separate case. The parties have agreed to deviate from the presumptive amount and reduce the child support obligation to \$650 per month. This deviation is based on the Respondent's agreement to pay all out-of-pocket extracurricular expenses, maintain health insurance coverage for the minor**

child(ren), and be responsible for all uninsured medical expenses. The parties respectfully request that the Court approve this deviation and set child support in the amount of \$650 per month accordingly..

46. It is in the best interest of the children that **GILBERT GLYTHER JAVIER-MACALINO** be ordered to pay child support to **HIEU N NGUYEN** as follows:

- a. **\$650.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
 - a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

47. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

48. **HIEU N NGUYEN** will give **GILBERT GLYTHER JAVIER-MACALINO** the information needed to set up direct deposit through **GILBERT GLYTHER JAVIER-MACALINO's** employer. Once **GILBERT GLYTHER JAVIER-MACALINO** has the information, **GILBERT GLYTHER JAVIER-MACALINO** will have **GILBERT GLYTHER JAVIER-MACALINO's** employer set up direct deposit to an account of **HIEU N NGUYEN's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

49. The issue of past-due child support may be decided by future court or administrative action.

50. **GILBERT GLYTHER JAVIER-MACALINO** will pay any ORS fees. If **HIEU N NGUYEN** is the ORS applicant and the fees are withheld from payments to **HIEU N NGUYEN**, **GILBERT GLYTHER JAVIER-MACALINO** will reimburse **HIEU N NGUYEN**.

51. The parties must notify each other within 30 days of any change in their income.

52. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

53. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

54. **GILBERT GLYTHER JAVIER-MACALINO** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **HIEU N NGUYEN** may claim the parties' children as dependents/exemptions for tax purposes in even numbered

years.

Child health care (Utah Code 81-6-208)

55. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

56. **n/a** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **GILBERT GLYTHER JAVIER-MACALINO's** insurance will be primary coverage.
- **HIEU N NGUYEN's** insurance will be secondary coverage.

b. If a parent remarries and that parent's 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 coverage will be as follows:

• **GILBERT GLYTHER JAVIER-MACALINO's** spouse's insurance will be primary coverage.

- **HIEU N NGUYEN's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

57. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Work-Related Child Care Costs. Both parties agree that the respondent will pay 100% of all work-related daycare costs

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

58. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

59. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Debts

60. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

61. The parties acquired the following real property during the marriage:

a.

Description: **Primary Home**

Address: **7121 W Owens View Way, West Jordan, Salt Lake, Utah 84081**

United States

Tax ID: **N/A**

Legal Description: **N/A**

Date property acquired: **Feb 1, 2024**

Names on title: **Gilbert Javier and Hieu Nguyen**

Original cost: **\$600,000**

Current value: **\$656,603.00**

Property values estimated: **no**

Disposal: **Respondent Javier-Macalino shall be awarded the marital residence and shall retain all right, title, interest, and equity in the home. Respondent Javier-Macalino shall be solely responsible for making all mortgage payments and any other expenses associated with the property while he is in the process of refinancing the home. Respondent Javier-Macalino shall have ninety (90) days from the date the Decree of Divorce is entered to refinance the mortgage in his sole name and remove Petitioner Nguyen from all liability associated with the mortgage loan. Upon completion of the refinance, Petitioner Nguyen agrees to execute a Quit Claim Deed and any other documents reasonably necessary to convey all of her interest in the property to Respondent Javier-Macalino.**

i.

Creditor: **N/A**

Names on mortgage: **Gilbert Javier and Hieu Nguyen**

Date mortgage acquired: **Feb 1, 2024**

Mortgage balance: **\$626,299.00**

Monthly payment: **\$4,074.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **GILBERT GLYTHE JAVIER-MACALINO will pay the entire debt. GILBERT GLYTHE JAVIER-MACALINO will provide a copy of the divorce decree to the lender.**

Alimony

62. Neither party will pay alimony.

Retirement money

63. The parties do not need a court order about retirement money.

Additional provisions

64. The parties will adhere to the following additional provisions:

a.

Additional Provision: Personal Property. The parties agree that all household goods, furniture, furnishings, clothing, jewelry, and other personal property in the possession of Petitioner Nguyen or Respondent Javier-Macalino, on the date of entry of the Decree of Divorce, shall be the sole and separate property of the party in possession. Petitioner Nguyen and Respondent Javier-Macalino represents that the division of personal property has been made fairly and equitably.

b.

Additional Provision: Extracurricular, Logistical, and Clothing Expenses. The parties agree that the Petitioner shall be solely responsible for all extracurricular activity costs incurred on behalf of the child, as well as certain logistical expenses, including but not limited to the child's cell phone and automobile insurance, if applicable.

c.

Additional Provision: Out-of-Pocket Medical Expenses. The parties agree that the Petitioner shall be solely responsible for one hundred percent (100%) of all out-of-pocket medical and dental expenses incurred on behalf of the child, including but not limited to copayments, deductibles, prescriptions, and other uninsured healthcare costs.

d.

Additional Provision: Life Insurance for the Benefit of the Children. Upon entry of the General Judgment of Dissolution of Marriage, each party shall remove the other party as a beneficiary on any and all life insurance policies owned,

maintained, or controlled by them. Each party shall be solely responsible for completing and submitting the necessary beneficiary change forms to the applicable insurance carrier. Unless otherwise specifically provided in this Judgment, neither party shall have any continuing obligation to maintain life insurance for the benefit of the other. Each party shall hold the other harmless from any claims arising out of a failure to update beneficiary designations consistent with this provision.

Duty to sign documents

65. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

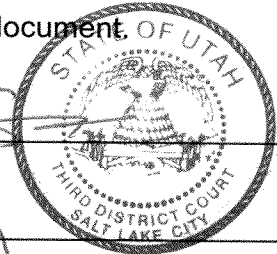
04 May 2026
Date

Signature

DS

Judge

DS



Date

Signature

Commissioner

Approved as to Form.

Other Party
Signature

DS
ID sQ7ZAgW2tL78MgMqLKLSV3PF

Other Party
Name GILBERT GLYTHER JAVIER-MACALINO

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Gilbert Javier**

Method of service: **Email**

Address: **ggjm312@gmail.com**

Date of Service: **Apr 30, 2026**

4/28/2026

Date

Signature


ID jR6Awrb3mF44u4EW9o3L28FH

Printed
Name

Hieu Nguyen