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**THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH
450 South State Street, Salt Lake City, Utah 84111**

In the Matter of the Marriage of:

AURELIA KARELY RODRIGUEZ,

Petitioner,

and,

FERNANDO JOSE MARTINEZ,

Respondent.

DECREE OF DIVORCE

Case No. 264901530

Judge: Amanda Montague

Commissioner: Michelle Blomquist

This matter comes before the Court on Petitioner's *Motion for Entry of Decree of Divorce*. Having previously entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW, it is now:

DECREED, ORDERED AND ADJUDGED

1. DECREE OF DIVORCE

- a. Petitioner is granted a DECREE OF DIVORCE, the same to become final and absolute upon entry hereof.

2. CHILD CUSTODY AND PARENT-TIME

- a. Aurelia and Fernando are the parents of one (1) Minor Child, to wit: EM (DOB 01/2019). Aurelia shall be awarded sole physical and legal custody of the Minor Children, pursuant to the following *Parenting Plan*.

PARENTING PLAN

3. OBJECTIVES: Pursuant to § 81-9-203(9), UTAH CODE ANNOTATED, the Objectives of the Parties' *Parenting Plan* Objective are to:

- a. Provide for the Minor Child's physical care;
- b. Maintain the Minor Child's emotional stability;
- c. Provide for the Minor Child's changing needs as the Minor Child grow and mature in a way that minimizes the need for future modifications to the *Parenting Plan*;
- d. Set forth the authority and responsibilities of each Party with respect to the Minor Child, with the following Parenting Functions, as defined in § 81-9-101(6), UTAH CODE ANNOTATED:

- i. "Parenting functions" means those aspects of the parent-child relationship in which the Party makes decisions and performs functions necessary for the care and growth of the Minor Child. Parenting functions include:
 - (a) Maintaining a loving, stable, consistent, and nurturing relationship with the Minor Child;
 - (b) Attending to the daily needs of the Minor Child, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of the Minor Child and that are within the social and economic circumstances of the particular family;
 - (c) Attending to adequate education for the Minor Child, including remedial or other education essential to the best interest of the Minor Child;

- (d) Assisting the Minor Child in developing and maintaining appropriate interpersonal relationships;
 - (e) Exercising appropriate judgment regarding the Minor Child's welfare, consistent with the Minor Child's developmental level and family social and economic circumstances; and
 - (f) Providing for the financial support of the Minor Child.
 - e. Minimize the Minor Child's exposure to harmful parental conflict;
 - f. Encourage the Parties, where appropriate, to meet the responsibilities to the Minor Child through agreements in the Parenting Plan rather than relying on judicial intervention; and,
 - g. Protect the best interests of the Minor Child.
- 4. DECISION-MAKING AUTHORITY: Pursuant to § 81-9-203(10), UTAH CODE ANNOTATED:
 - a. **Day to Day Decisions.** Day to day decisions regarding the care, control and discipline of the Parties' Minor Child will be made by the Party with whom the Minor Child is residing at the time. Either Party may make emergency decisions regarding the health or safety of their Minor Child. Both Parties will immediately notify the other Party regarding any emergency circumstances or substantial changes in the health of the Minor Child.
 - b. **Extracurricular Activities.** The Parties shall discuss any extracurricular activities for the Minor Child that would interfere with a Party's parent-time prior to initiating the extracurricular activity with the goal of showing a unified front to the Minor Child. Any agreement to support an extracurricular activity financially shall be in writing.

5. DISPUTE RESOLUTION PROCESS: Pursuant to §§ 81-9-203(11)(a), UTAH CODE ANNOTATED:
 - a. **Significant Decisions.** Aurelia shall have decision making authority regarding the significant decisions regarding the education, health care, and religious upbringing of the Minor Child.
6. EDUCATION PLAN: Pursuant to § 81-9-203(11)(d), UTAH CODE ANNOTATED:
 - a. **School Determination.** Aurelia's home address shall be used to determine the appropriate school for the Minor Child to attend;
 - b. **Education Decisions.** In the event the Parties disagree about education decisions for the Minor Child, the Parties shall follow the Dispute Resolution Process as outlined above; and,
 - c. **Access During School.** Aurelia shall have access to the Minor Child during school and shall have authority to reasonably check the Minor Child out of school.
7. PARENT-TIME: Pursuant to § 81-9-203(14), UTAH CODE ANNOTATED: The Parties shall be awarded parent-time as the Parties may agree, and if the Parties are unable to come to an agreement, the Parties shall share parent-time as follows (Aurelia shall be awarded all other parent-time not specifically awarded to Fernando):
 - a. **Reunification Requirement.** The parent-time described below shall be suspended until Fernando is reunified with the Minor Child, which shall include therapy and a gradual reintroduction to parent-time until the Minor Child is comfortable.

- b. **Regular/Holiday Parent-Time.** Given the geographic distance between the Parties, this following schedule is imposed in lieu of the schedule contained in § 81-9-209, UTAH CODE ANNOTATED.

Holiday	Holiday Time Period	Years Fernando Parent is Granted Holiday	Years Aurelia Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:	Odd years	Even years
	(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.		
President's Day	(1) Holiday begins Friday at:	Even years	Odd years
	(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.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.	Odd years	Even years
	(2) Holiday ends at 7 p.m. on the day before school resumes.		
Memorial Day	(1) Holiday begins Friday at:	Even years	Odd years
	(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.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
	(2) Holiday ends on Mother's Day at 7 p.m.		

Father's Day	(1) Holiday begins on Father's Day at 9 a.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
	(2) Holiday ends on Father's Day at 7 p.m.		
Juneteenth National Freedom Day	(1) Holiday begins at:	Even Years	Odd Years
	(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		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m.	Odd years	Even years
	(2) Holiday ends on July 5th at 6 p.m.		
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m.	Even years	Odd years
	(2) Holiday ends on July 25th at 6 p.m.		
Labor Day	(1) Holiday begins on Friday at:	Odd years	Even years
	(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.		
Columbus Day	(2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
	(1) Holiday begins at 6 p.m. on the day before Columbus Day.		
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.	Odd years	Even years
	(2) Holiday ends at 7 p.m. on the day before school resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:	Even years	Odd years
	(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.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day.	Odd years	Even years
	(2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving	(1) Holiday begins on Wednesday at:	Even years	Odd years
	(a) 6 p.m.; or		
	(b) the time school is regularly 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:	Odd years	Even years
	(a) 6 p.m. on the day on 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.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m.	Even years	Odd years
	(2) Holiday ends at 7 p.m. on the night before school resumes.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m.	Even years	Odd years
	(2) Holiday ends at 9 p.m.		
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m.	Odd years	Even years
	(2) Holiday ends at 9 p.m.		

c. **Extended Parent-Time.** Neither Party shall be awarded interrupted extended parent-time, and the Parties shall be awarded the following Extended Parent-Time:

- i. Each Party shall have two (2) weeks of extended parent-time when school is not in session for summer break.
- ii. In odd-numbered years, Aurelia shall provide notice to Fernando by May 1, and then Fernando shall provide notice to Aurelia by May 15 of their extended parent-time plans; if a scheduling conflict arises, Aurelia's extended parent-time shall take precedence over Fernando's extended parent-time.
- iii. In even-numbered years, Fernando shall provide notice to Aurelia by May 1, and then Aurelia shall provide notice to Fernando by May 15; if a scheduling conflict arises, Fernando's extended parent-time shall take precedence over Aurelia's extended parent-time.
- iv. If a Party fails to provide a notification within the above time periods and a conflict arises, the complying Party's extended parent-time shall take precedence.

- d. **Transportation.** Fernando shall pick up the Minor Child to begin his parent-time, and shall return the Minor Child back to Aurelia at the end of his parent-time.
 - e. **Traveling Notice.** Pursuant to § 81-9-202(19)(a), UTAH CODE ANNOTATED, for emergency purposes, whenever the Minor Child travels with either Party overnight, all of the following shall be provided to the other Party:
 - i. an itinerary of travel dates;
 - ii. destinations;
 - iii. places where the Minor Child or traveling Party can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the Minor Child's location.
 - f. **International Travel.** Aurelia shall be permitted to travel outside of the United States with the Minor Child without Fernando's permission so long as she complies with the above notice requirement at least thirty (30) days prior to traveling. Fernando shall not be permitted to travel outside of the United States with the Minor Child without Aurelia express written, and notarized, permission. The Parties shall cooperate in obtaining passports for the Minor Child, executing any consents or documents required to obtain the passports.
8. ADVISORY GUIDELINES AND ADDITIONAL PARENTING PROVISIONS. The Parties shall follow the Advisory Guidelines, contained in § 81-9-202, UTAH CODE ANNOTATED, and additional parenting provisions, as follows:
- a. **Special Events.** Special consideration shall be given by each Party to make the Minor Child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant

events in the life of the Minor Child or in the life of either Party which may inadvertently conflict with the parent-time schedule.

- b. **School Interruption.** Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either Party without prior written notice.
- c. **Self-Help.** Neither parent-time nor child support is to be withheld due to either Party's failure to comply with a court-ordered parent-time schedule.
- d. **Notice of Events.** The Parties shall notify each other within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Minor Child are participating or being honored, and both Parties shall be entitled to attend and participate fully.
- e. **Information Access.** Each Party shall have access directly to all reports regarding the Minor Child, including school reports, childcare reports, medical reports, and governmental information, and each Party shall immediately notify the other Party of any medical emergency. Each Party shall have access directly to all reports regarding the Minor Child, including school reports, childcare reports, medical reports, and governmental information, and each Party shall immediately notify the other Party of any medical emergency.
- f. **Contact Information.** Each Party shall provide the other with the Party's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

- g. **Parent-Child Communication.** Each Party shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
- h. **Surrogate Care.** Each Party shall provide all surrogate care providers with the name, current address, and telephone number of the other Party and shall provide the other Party with the name, current address, and telephone number of all surrogate care providers.
- i. **Relationship Promotion.** The Parties shall promote a healthy, beneficial relationship between the Minor Child and the other Party.
- j. **Temporary Changes.** A Party asking for a temporary change to the parenting schedule will act in good faith and ask the other parent about the change as soon as possible, and any change shall be by mutual agreement and in writing, including in trade of parent-time. The Parties shall fairly change parenting schedules when family situations, illnesses or other commitments make changes reasonable.
- k. **Clothing and Personal Items.** The Parties shall each supply appropriate clothing and personal items for the Minor Child during their parent-time. These are the Minor Child's property and will be returned with the Minor Child.
- l. **Flexibility.** As the Minor Child grow older their interests may influence the parent-time schedule. The Parties shall be flexible in making reasonable changes

to the parenting schedule as the needs and interests of the Minor Child may require.

- m. **Messengers.** The Parties shall not use the Minor Child as messengers to communicate with each other. Unless ordered by the Court, the Parties shall not use any third parties to communicate with each other.

9. MUTUAL RESTRAINING ORDERS

- a. **Involving the Minor Child.** The Parties shall not, in the presence or hearing of the Minor Child:
 - i. Demean or disparage (talk badly about) the other Party;
 - ii. Attempt to influence the Minor Child's preference regarding custody or parent-time; or
 - iii. Say or do anything that would negatively affect the love and affection of the Minor Child for the other Party, or involve the Minor Child in the legal issues of this matter.
 - iv. When the Minor Child is under a Party's care, that Party shall use their best efforts to prevent other from doing anything described above, and if necessary, they shall remove the Minor Child from the situation.
- b. **Narcotics and Alcohol.** Both Parties shall be mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the Minor Child or before transporting the Minor Child. Furthermore, both Parties shall be mutually restrained from allowing the Minor Child to be in the presence of third parties using illegal narcotics or consuming alcohol to excess.
- c. **Threats and violence.** Both Parties shall be mutually restrained from committing, trying to commit or threatening to commit any violence against the other. The Parties shall be restrained from bothering, annoying, stalking,

harassing, or threatening the other Party. Furthermore, the Parties shall be restrained from speaking derogatorily about each other on social media, including, but not limited to, Facebook and Twitter.

- d. **Communication.** All communication shall be civil, respectful, courteous and non-threatening. Any necessary response to a text message or email shall be given in a timely manner and at least within 24 hours of receiving the text message or email.
- e. **Enforcement.** If one Party fails to comply with a provision of this *Parenting Plan*, the other Party's obligations under the *Parenting Plan* are not affected. Should a Party fail to fulfill a provision of the *Parenting Plan*, the other Party may bring a Motion to Enforce at the expense of the disobedient Party.

10. CHILD SUPPORT

- a. Aurelia has a gross monthly income of \$3,986 based on her \$23.00 hourly wage at fulltime hours. Upon information and belief, Fernando has or shall be imputed a gross monthly income of at least \$6,000. Based on the Parties' gross monthly incomes and Aurelia's sole physical custody of the Minor Child, Aurelia shall be awarded \$617 in ongoing monthly child support, pursuant to the Utah Child Support Act, set forth in § 81-6-101 et. seq., consistent with a Child Support Obligation Worksheet. Jeffrey's income is subject to immediate income withholding, as set forth in Section 62A, Chapter 11, UTAH CODE ANNOTATED.

b. A judgment of \$22,048 shall enter against Fernando for his child support arrearages from the date of the Parties' separation in September 2022 through April 2026, subject to the statutory interest rate, based on the following:

i. Fernando should have paid \$27,148 from September 2022 through April 2026:

[44 months X \$617 per month = \$27,148].

ii. Fernando should get a credit of \$5,100 for the payments he made during this time period:

4/2/2023	\$250.00
6/24/2023	
3	\$200.00
8/31/2023	
3	\$300.00
9/14/2023	
3	\$300.00
12/13/2023	
23	\$250.00
12/23/2023	
23	\$250.00
6/1/2024	\$250.00
8/1/2024	\$250.00
9/28/2024	
4	\$400.00
12/5/2024	
4	\$300.00
12/20/2024	
24	\$400.00
1/12/2025	
5	\$250.00
2/21/2025	
5	\$250.00
3/16/2025	
5	\$250.00
5/18/2025	
5	\$300.00
6/28/2025	
5	\$300.00
8/16/2025	
5	\$300.00

8/29/202	
5	\$300.00
	\$5,100.
Total	00

iii. Judgement should enter against Fernando in the amount of \$22,048:

[\$27,148 child support arrearages - \$5,100
credit for payments made = \$22,048].

11. MEDICAL EXPENSES

- a. § 81-6-208, UTAH CODE ANNOTATED, shall be applied, as modified:
 - i. Medical expenses and costs include any medical, dental, orthodontal, psychological, therapeutic, and prescription costs.
 - ii. Insurance for the medical expenses of the minor child shall be provided by a parent if it is available at a reasonable cost.
 - (a) The parent providing insurance for the medical expenses of the child shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.
 - iii. If at any time a dependent child is covered by both parent's health, hospital, or dental insurance plans, Aurelia's plan shall primary and Fernando's shall be secondary.
 - iv. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance.
 - (a) The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children 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 children in the instant case.

- (b) The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.
- v. Pursuant to § 81-6-208, Utah Code Annotated, each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical expenses incurred for the dependent child, including but not limited to deductibles and copayments.
 - (a) 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. The parent receiving the verification of the cost and payment of the medical expenses shall reimburse the other parent-time for one-half of the payment within 30 days.
 - (b) The parent receiving the verification of the cost of medical expenses shall:
 - (i) Send a copy of the Decree of Divorce to the creditor of the medical expenses;
 - (ii) Notify the creditor of their current address; and,
 - (iii) Shall make arrangements to pay the creditor their one-half portion of the medical expenses.
- vi. Pursuant to §§ 15-4-6.5-6.7, 81-3-105, and 81-4-406, UTAH CODE ANNOTATED: When a court order has been entered providing for the payment of medical expenses of a minor children pursuant to § 81-6-208, UTAH CODE ANNOTATED, or an administrative order under § 62A-11-326, UTAH CODE ANNOTATED, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order, nor may the creditor make a negative credit report under § §70C-7-107, UTAH CODE ANNOTATED, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, UTAH CODE ANNOTATED, regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by the Party under the order.

- (a) Each Party shall send a copy of the *Decree of Divorce* to the creditor of the particular medical expense of the Minor Child;
 - (b) Notify the particular creditor of that Party's current address; and,
 - (c) Inform the particular creditor that it may not make a claim for unpaid medical expenses against that Party if that Party has paid in full that share of medical and dental expenses required to be paid by that Party under the order and also inform the particular creditor that it may not make a negative credit report under § 70C-7-107, UTAH CODE ANNOTATED, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, *Credit Information Exchange*, UTAH CODE ANNOTATED, regarding a Party who has paid in full that share of the medical and dental expenses required to be paid by that Party under the order.
- vii. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with notice provisions above.
- b. A Party's income is subject to income withholding for their portion of the Minor Child's medical expenses and medical insurance costs, as described above, in accordance with Title 62A, Chapter 11, Parts 4 and 5, UTAH CODE ANNOTATED.

12. CHILDCARE EXPENSES

- a. § 81-6-209, UTAH CODE ANNOTATED, shall be applied, as modified:
- (1) Each parent shall share equally the reasonable work-related childcare expenses of the parents.
 - (a) A parent who incurs childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.
 - (b) If an actual expense for childcare is incurred, a parent shall begin paying their share directly to the childcare provider on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

- (c) In the event the childcare provider is unwilling or unable to accept payment from both parents, the parent who incurs childcare expenses shall provide written verification of the cost and payment of childcare expenses to the other parent within 30 days of payment, and the parent receiving the verification of the cost and payment of the childcare expenses shall reimburse the other parent-time for one-half of the payment within 30 days.
- (2) In addition to any other sanctions provided by the court, a parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply the notice provision above.

b. Childcare provided by a Party's family shall be presumed to be free.

13. EXEMPTION FOR INCOME TAX PURPOSES

- a. Aurelia shall claim the Minor Child each year as a tax exemption for the purposes of federal and state taxes.

14. ASSET AND DEBT DIVISION

- a. **Real Property.** The Parties do not have any real property to divide.
- b. **Separate Property.** The Parties shall be awarded their pre-marital property, gifts, inheritances, and personal effects, i.e., toiletry and clothes.
- c. **Marital Property.** The Parties shall divide their marital property as they have presently divided it.
- d. **Vehicles.** The Parties shall be awarded the vehicles currently in their use and possession, free and clear of any claim by the other Party.
- e. **Financial Assets.** The Parties shall be awarded the financial assets, including retirement, held in their own names, free and clear of any claim by the other Party.
- f. **Financial Debts.** The Parties shall be solely responsible for the debts held in

their own names, holding the other Party harmless thereby.

- f. **Business Interests.** The Parties have no business interests.

14. MISCELLANEOUS

- a. **Alimony.** Alimony shall not be awarded.
- b. **Attorney Fees.** If this matter is contested, Aurelia shall be awarded her attorney fees and costs, otherwise, the Parties shall pay their own attorney fees and costs.
- d. **Execution.** Each Party shall execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the DECREE OF DIVORCE hereafter to be entered by the court. Should a Party fail to execute a document within 60 days of the entry of the DECREE OF DIVORCE, the other Party may bring an Order to Show Cause at the expense of the disobedient Party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient Party.
- e. **Enforcement.** Should a Party fail to fulfill a provision of the DECREE OF DIVORCE, the other Party may bring a Motion to Enforce at the expense of the disobedient Party.
- f. **Modification.** Upon the filing of any Petition to change any provision of the final DECREE OF DIVORCE, the Parties shall attempt to resolve the issue through mediation.

END OF ORDER

COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

