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

In the matter of the marriage of:

IVETTE FERNANDEZ,

Petitioner,

and

ROYDEN FERNANDEZ,

Respondent.

**DECREE OF DIVORCE AND
PARENTING PLAN**

Civil No. 254906467

Judge Teresa Welch
Commissioner Kim M Luhn

The above-entitled matter came before the court on Petitioner, Ivette Fernandez's (hereinafter, "Ivette"), Motion for Entry of Default Judgment, which has been filed with the Court. The Court, having entered its Findings of Fact and Conclusions of Law, now orders:

DECREE OF DIVORCE

Jurisdiction

1. Ivette is a *bona fide* resident of Salt Lake County, State of Utah, and has been for more than 90 days immediately prior to the commencement of this action.

2. The parties were married on June 11, 2011, in Kailua-Kona, Hawaii County, State of Hawaii, and are presently married.

3. The parties shall be considered separated as of May 25, 2025.

Grounds

4. During the course of the relationship, the parties have experienced difficulties that cannot be reconciled that have prevented the parties from continuing a viable marriage relationship.

5. In addition, Royden has committed adultery subsequent to the marriage. UCA § 81-4-405(1)(b) and UCA § 81-4-501(3)(a).

6. Ivette is hereby awarded a Decree of Divorce on the grounds of irreconcilable differences and adultery, effective immediately.

Child

7. There has been one (1) child born during the course of the parties' marriage, to wit: S.H.W. (Born October 2009).

8. No other children are expected.

The Uniform Child Custody Jurisdiction and Enforcement Act

9. Pursuant to Utah Code Ann. § 81-11-209 said minor child currently resides with Ivette at her home located at 4329 W Quiet Shade Dr., Herriman, UT, and has resided there since June 16, 2025. The minor child lived with both parents in Utah from 2013 to 2020, at which time the family relocated to Guam. The child lived in Guam from January of 2020 until the child returned to Utah in June of 2025.

10. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 81-11-201 *et seq.* in that: Utah was the home state of the minor child at the time of commencement of this proceeding.

Other Cases

11. Pursuant to Rule 100 of the UTAH RULES OF CIVIL PROCEDURE, Ivette has not participated, as a party or witness in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with the child.

12. Ivette does not know of any person, not a party to these proceedings, who has physical custody of the child or who claims rights of legal custody or physical custody of, or visitation with, the child.

13. Ivette is not aware of any other proceedings filed in a court of law or governmental agency, concerning the parties or the child (including, without limitation, cases involving child custody, child support, parent-time, criminal charges, delinquency, or a protective order)

14. Ivette is not receiving public assistance.

15. Ivette, upon information and belief, states that Royden is not receiving public assistance.

16. Ivette states that neither she nor Royden is involved in active military service.

Legal Custody

17. The parties shall be awarded joint legal custody of the parties' minor child, with Ivette having final say for any disputed major decisions related to the child.

18. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

19. Regardless of the allocation of decision-making, either parent may make emergency decisions affecting the health or safety of the child when the child is with that parent. A parent who makes an emergency decision shall share the decision with the other parent immediately or as soon as reasonably possible and by any means possible, i.e. phone, call, email.

20. Both parents shall be listed as the minor child's parents on all school records, registered forms, medical records, and any other documents with legal importance or other significance.

21. Both parents shall have access to medical records, school records, court records, and any other information or records concerning their child.

Physical Custody/Parenting Plan

22. Ivette shall be awarded sole physical custody of the parties' minor child.

23. As such, parent-time with the child shall be at reasonable times and places as the parties may agree.

a. If the parties cannot agree, because he is currently living outside of the United States in Guam, Royden shall have the following parent-time pursuant to Utah Code Ann. § 81-9-209, the minimum relocation parent-time schedule:

Break/Holiday	Royden	Additional Requirements	Notes
Spring break beginning the last day of school before the holiday until the day before school resumes	Odd Years	Parent-time begins with the custodial parent picking the minor child up when school is released and the custodial parent shall return the	Royden bears full cost of travel.

		minor child to school the following day.	
Fall School break beginning the last day of school before the holiday until the day before school resumes	Even Years	Parent-time begins with the custodial parent picking the minor child up when school is released and the custodial parent shall return the minor child to school the following day..	Royden bears full cost of travel.
Thanksgiving Holiday beginning Wednesday until Sunday	Odd Years	Parent-time begins with the custodial parent picking the minor child up when school is released and the custodial parent shall return the minor child to school the following day..	Royden bears full cost of travel.
Entire Winter Break	Even Years	Parent-time begins with the custodial parent picking the minor child up when school is	Royden bears full cost of travel.

		released and the custodial parent shall return the minor child to school the following day..	
One weekend per month	All Years	<p>Parent-time begins with the custodial parent picking the minor child up when school is released and the custodial parent shall return the minor child to school the following day..</p> <p>If Royden has not designated as specific weekend for his parent-time 4 weeks before exercising it, he shall receive the last weekend of each month unless a holiday assigned to Ivette falls on that</p>	Royden bears full cost of travel.

		<p>particular weekend. If so, Royden is entitled to the weekend prior.</p> <p>If Royden's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered his monthly weekend entitlement for that month.</p> <p>If the minor child is out of school for teacher development days/snow days after the school year begins and the days are contiguous with Royden's monthly parent-time,</p>	
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		those days shall be included in his weekend parent-time.	
Summer Parent-time	All Years	Royden will have extended parent-time during the summer when the child is not in school equal to ½ of the summer for consecutive weeks. The minor child must be returned no later than 7 days before school begins, except this week is counted when determining the amount of parent-time to be divided between the parents for summer.	Royden shall bear the entire cost of travel.

The parties shall be entitled to virtual parent-time at reasonable hours and for a reasonable duration on their non parent-time days.

24. Transportation of Child: Exchanges shall occur as agreed upon by the parties or as

follows:

- a. Each parent shall be responsible for picking the child up at the beginning of his/her parent-time, so that the parents share equally the responsibility for transporting the child for the purpose of facilitating parent-time.
- b. The parties shall cooperate and be flexible in the pick-up and delivery and be mindful of the importance of promptness.

25. Given the distance between the parties, it is anticipated that the minor child will have to fly unaccompanied.

26. If the child has to fly unaccompanied, Ivette will facilitate transportation to and from the airport in Salt Lake City. Royden will receive and return the minor child to the destination airport at the conclusion of their parent-time.

27. The minor child may fly unaccompanied for travel for the purpose of parental visitation so long as the parties' agree in writing and the unaccompanied minor protocol of the designated airline is followed.

28. Whenever a parent travels overnight with the child outside of their normal place of residence, all of the following shall be provided to the other parent in writing at least 48 hours before leaving:

- a. An itinerary of travel dates, including but not limited to copies of booking tickets confirming the child's name and necessary information of the travel (i.e. plane tickets with flight number, departure and arrival dates and times, verification of child's name on ticket, etc.)
- b. Destination(s) and addresses where the child and/or traveling parent can be

reached, and

d. The name and telephone number of any person(s) traveling with the child.

29. The minor child's passport shall remain in Ivette's possession when not in use. The parties shall cooperate with each other to renew the passport prior to it expiring.

30. Education Plan: Ivette's home shall be designated as the primary residence of the child for the purpose of identifying the appropriate school that the child shall attend.

31. Education Expenses: In addition to any child support obligation, both parties shall be equally responsible for any and all of a child's educational-related expenses. Said expenses include, but are not limited to, enrollment fees, school clothing, school supplies, any tutoring-related expenses, field trip expenses, school lunches, and any school-related activities.

32. Car Insurance: The child of driving age. Once the minor child is able to legally drive, Ivette shall be responsible for obtaining car insurance for the minor child. Both parties shall split the cost for any and all fees associated with the child's car insurance equally.

33. Cell Phones: The child is at an appropriate age to possess a cell phone. If she does not already have a phone on the family plan, Ivette shall place the child on a family plan, and the parties shall split all reasonable costs regarding the child's cell phone and cellphone plan equally.

34. Communication/Exchange of Information: The child shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the child regarding special events, homework assignments, parent/teacher meetings, report cards, medical events, and prescriptions that the other parent may not have access to. Information relating to the child shall be provided to the other parent as soon as it is practical.

35. Differences in Parenting Styles: It is probable that differences in parenting styles have and will occur. To that extent, the parties shall focus their attention on conversations on the child rather than each other and encourage the child to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child as long as it is not detrimental.

36. Consistency in Raising Child: There will undoubtedly be inconsistencies in the way each creates ground rules and imposes discipline on the child. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that shall apply in both homes, which shall include bedtime, homework, types of movies and video games, frequency of TV, and computer time. Shall the child complain about a particular parent's rules for the child, then the explanation shall be that it must be resolved with the other parent so that the parents do not become allies with the child in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had with the other parent without communicating through the child.

37. Extended Family Relationships: The parties shall encourage the child to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the child to attend special events for the other family and permitting the child to spend time with extended family that may otherwise interfere with the time-sharing arrangement earlier anticipated. The child's grandparents and other extended family may arrange time to take the child, and both parties shall be flexible, even though it may conflict with parent-time.

38. Maintaining Contact When Child are With the Other Parent: Regardless of which parent the child are with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

39. Relocation: If Royden moves within 30 minutes of Ivette, the parties shall engage in mediation prior to Royden filing a Petition to Modify Custody and Parent-time to discuss a change in custody and parent-time. If Royden desires to move within 30 minutes of Ivette, he shall provide the requisite notice required by UCA 81-9-209.

40. Extracurricular Activities and Sports: The parties shall encourage and support the child's participation in extracurricular activities and sports.

- a. The parties shall split the cost of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties.
- b. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent-time with activities. The parties shall continue to allow the minor child to participate in the activities she is currently enrolled in for 2025-2026 school year so long as the child wants to continue to participate in those activities.
- c. The parties shall attempt to allow participation in activities that the child express a desire to participate in.
- d. The parties shall facilitate participation in scheduled extracurricular activities or else forfeit parent-time during the activities if the other parent is able to facilitate participation.

e. A parent who incurs an extracurricular expense as stated herein shall provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of payment. Within ten (10) days of receipt of the verification of the extracurricular expense paid by the other parent, the non-paying parent shall reimburse the paying parent for the expense. A parent incurring an extracurricular expense as stated herein 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 this section.

41. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging, or disrespectful terms and shall prevent third parties and the child from doing so as well.

42. Religious Affiliation: The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. However, both parents are free to choose an appropriate religion to participate in with the child or are free to refrain from attending religious services during their parent-time with the child.

43. Restraints Regarding Firearms: The parties shall ensure that the child is not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to a child.

44. Special Considerations:

a. The parents shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the

child are participating or being honored, and both parents shall be entitled to attend and participate fully.

b. Both parents shall be allowed to access the child at school and shall be able to check the child out of school for any appropriate reason during their parent-time.

c. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

d. Surrogate care provided by family members (stepparents, relatives) shall be presumed to be better care for the child than outside child care, and the parties shall cooperate in using family members to provide care when possible.

e. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the child, in order to keep one another apprised of what is happening in the child's lives.

f. The parties shall discuss with one another any situations with a child in which significant discipline was used. The parties shall not use any form of physical discipline or discipline method that inflicts pain or discomfort upon the child. Further, they shall consult with one another if they experience problems with discipline and try to create consistency with house rules and discipline techniques used. They shall consult with a mental health professional or counselor together if they are unable to resolve behavioral issues involving a child.

g. The parties shall notify one another of any illness that a child has while in their home for parenting time. They shall also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental, or mental health professionals.

h. Both parties shall refrain from involving the child in "divorce issues." Such issues include, but are not be limited to: parent-time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); involving the child as "messengers" between the parties.

i. Both parties shall refrain from using illegal or un-prescribed drugs and from becoming intoxicated while the child are in their care. "Intoxicated" shall be defined as drinking more than two mixed drinks, or three beers, in a four-hour period.

j. Both parties shall refrain from taking the child around other individuals who are using drugs or excessive alcohol, or around any place where drugs are being used, or are common.

k. The parties shall not smoke in the presence of the child or allow others to do so. The parties shall not smoke at all in any vehicle in which a child rides.

45. Resolving Disputes: When disputes occur, the parties shall attempt to solve those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. If they are unable to agree, Ivette shall have final decision-making authority.

46. Violation of Parenting Plan:

a. If either parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan or final divorce decree shall not be affected.

b. If either party violates any terms of the Parenting Plan, once approved by the Court and, shall court action become necessary, the violating party shall pay attorney's fees necessary to enforce this plan.

Child Support

47. Ivette is employed at Salt Lake Modern Dentistry, and shall be imputed a gross monthly income of \$5,600 for child support purposes.

48. Royden is self-employed. Royden has failed to answer the petition and his default has been entered. Therefore, he shall be imputed with a gross monthly income of no less than \$9,100 per month for child support purposes.

49. Pursuant to Utah Code Ann. § 81-6-202 *et seq.*, Royden shall be ordered to pay child support to commence the month immediately following the entry of the final decree of divorce.

50. According to the parties' incomes and the Uniform Child Support Guidelines, using a sole custody worksheet, Royden shall be ordered to pay \$819 per month for the support of the parties' minor child.

51. Child support for Royden terminates at the time (a) S.W. becomes 18 years of age or has graduated from high school during S.W.'s normal and expected year of graduation, whichever occurs later, or (b) S.W. dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 81-6-213 *et seq.*

52. On or before the first (1st) of each calendar month, Royden shall pay the monthly child support amount directly to Ivette by depositing said amount into a bank account maintained by Ivette.

53. Both parents shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 26B-9 parts 3 and 4, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, until such time as the non-custodial parent no longer owes child support or the Office of Recovery Services gives notice that payments shall be sent elsewhere. Shall mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and shall be deemed delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the parent who commences income withholding.

Health Insurance

54. **Medical/Dental Expenses:** The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance

with Utah Code Ann. § 81-6-208. Each party shall share equally the out-of-pocket costs of the premium actually paid by a party for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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 child covered in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

55. Ivette shall continue to provide health care coverage for the medical expenses of their dependent child, as defined by Utah Code Ann. § 81-6-101, until or unless Ivette is no longer able to provide coverage or Royden is able to obtain comparable coverage.

56. If, at any point in time, the dependent child are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Ivette shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Royden shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

57. Both parties shall equally share the out-of-pocket costs of the premium actually paid by a parent for the child's portion of health care/ insurance coverage. The child's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor child of the parties in this case.

58. Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child and actually paid by the parties.

59. The parent who is maintaining health care/ insurance coverage shall provide verification of coverage to the other parent and/or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year. The parent carrying insurance coverage shall notify the other parent and/or the Office of Recovery Services of any change of healthcare/ insurance coverage, the cost of the premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

a. Unless and until verification is provided to the Office of Recovery Services, no credit shall be given by ORS.

60. 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.

61. 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 this section.

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

63. In the event that each party carries insurance, each party shall be responsible for their own premium.

64. Pursuant to Utah Code Ann. §15-4-6.7, the parties may elect that medical/dental and school expenses be created in separate accounts.

Childcare Expenses

65. The child is old enough and a childcare provision is not needed. If a party incurs childcare costs, they shall be responsible to pay the entirety of the cost without seeking repayment from the other party.

Debts and Obligations

66. Each party shall assume, pay, and hold the other harmless from liability on all debts and obligations incurred by that party, both prior to and during marriage and after separation including but not limited to credit cards, lines of credit, vehicle loans, mortgages, etc..

67. Royden shall be responsible to pay the following debts acquired during the course of the parties' marriage and forever hold Ivette harmless therefrom:

- a. Any and all credit cards in his sole name;
- b. Any and all debts acquired after the date of separation; and
- c. Any and all other debts in his sole name.

68. Ivette shall be responsible to pay the following debts acquired during the course of the parties' marriage:

- a. Any and all credit cards in her sole name;
- b. Any and all student debt in her sole name; and
- c. Any and all other debts in her sole name.

69. **Other Debts:** Any credit card in the party's name shall be assumed and paid by that party separate from holding the other party liable. Credit cards with both parties listed as account

holders with balances as of May 25, 2025, any charges authorized by both parties shall be paid in full and then closed, with Royden paying the entirety of the balance. If joint accounts are discovered during litigation that incurred debts solely by one party, that party shall be ordered to assume the debt and hold the other harmless thereon.

70. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

71. Pursuant to Utah Code Ann. § 81-4-406(3), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses and refinance any debt that is in the other party's name into solely their name within 60 days.

Provisions Relating to Financial Assets

72. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts. Ivette shall be awarded any and all accounts in her sole name. Any joint accounts or accounts solely in Royden's name shall be equitably divided between the parties.

73. All separate financial assets acquired after the parties' separation, May 25, 2025, shall be awarded to the party whose name appears on the account.

74. The parties shall be awarded their own life insurance accounts free and clear of any claim by the other.

Vehicles

75. During the course of the marriage, the parties acquired certain vehicles. Each party shall be awarded the vehicle they currently use as their primary source of transportation, free and clear of any claim by the other. Any remaining vehicles shall be sold, and the proceeds equally divided between the parties.

76. The parties shall complete any necessary transfer document(s) as needed to transfer any vehicle titles as needed. Any vehicles currently financed under both Ivette and Royden shall be refinanced solely into the name of the party being awarded the vehicle within 60 days from the entry of the final decree of divorce.

Personal Property

77. During the course of the marriage, the parties acquired various items of personal property. However, as Ivette relocated back to Utah in May of 2025, the parties have previously divided all personal property, and the parties shall be awarded all personal property currently in their possession.

78. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources is awarded to the party from whose family it came.

79. Ivette believes that neither party has a claim to personal property. If a claim is discovered, the personal property shall be equitably divided.

Real Property

80. During the course of their marriage, the parties held real property in Utah. This home was sold and the proceeds divided by the parties prior to the filing of this Petition. Ivette is unaware of any other parcels of real property that require division as part of the marital estate.

81. If any parcels are discovered, the Court shall enter equitable orders dividing them. Both parties shall execute any necessary documents for the assumption, refinance, and/or listing and sale of any real property discovered that is subject to division. In the event that either party fails to execute said documents, the other party may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the Clerk of the Court to execute said necessary documents.

Alimony

82. Ivette is in need of alimony as she has been the primary caretaker for the parties' child during the marriage, which has allowed Royden to maximize his business opportunities.

83. Royden has been the primary earner during the marriage and has traditionally paid the majority of the joint expenses and afforded the parties a comfortable marital lifestyle. Royden has the ability to pay alimony.

84. Royden committed adultery during the marriage which led to the inevitable breakdown of the marriage.

85. The court shall order alimony based on Utah Code Ann. §81-4 Part 5 Spousal Support and based on the marital standard of living prior to separation.

86. Royden's default was entered May 22, 2026 and he failed to produce the required income documentation; therefore, Royden shall pay Ivette \$4,140.50 (1/2 of his monthly income minus his child support obligation). Alimony shall be awarded for the entire length of the marriage.

87. Alimony shall begin the month the Decree of Divorce is entered and continue consecutively for 14 years.

Retirement Accounts, Pensions, and Related Assets

88. During the marriage, the parties acquired certain retirement accounts, pensions, or related assets that need to be divided. The Court shall enter equitable orders dividing all such accounts. However, in the event of Royden's default, Ivette shall be awarded her own accounts as her individual property, along with half of Royden's accounts and/or benefits.

89. In the event an Order transferring the money is required, like a Qualified Domestic Relations Order, the parties will equally pay the fees required to prepare any Order transferring the money. The parties will work together and in good faith to execute any and all necessary paperwork to effect the transfers.

Business Interests

90. During the marriage, Royden started a business named UXO Academy of Bombs & Bullets, LLC. Royden shall be awarded the business as his sole property only after he has provided Ivette with her equitable share of the business, and he shall promptly file any documents necessary to remove Ivette's name from the business. Royden shall then hold Ivette harmless on any and all obligations related to the business.

91. Ivette's equitable share of the business shall be determined via a business evaluation paid for by Royden. If a business evaluation is not conducted, Ivette shall be awarded ½ of all of the business banking and investment accounts valued at the time of separation. Royden shall transfer the money within 30 days of the Decree of Divorce being entered.

Personal Conduct

92. Both parties shall be permanently restrained from bothering, harassing, annoying, threatening, or harming each other at either party's place of residence, employment, or any other place. Both parties are ordered to attempt to be civil and respectful in their communications with one another. Both parties shall be restrained from making false allegations regarding the other party to professional licensing agencies, to DCFS, to police, Facebook, or other social networking sites, or otherwise in any public forum.

Taxes

93. The parties shall speak with a tax advisor prior to filing any taxes.

94. The parties shall file their 2025 taxes in the manner that would result in the best tax benefit or the lowest tax burden. The parties shall file their taxes separately in 2026 and all years going forward.

95. The parties will equally split the cost of the tax preparation fee and will share in the tax liabilities and/or refund equally.

96. The parties shall rotate claiming the minor child on their taxes. Ivette shall be allowed to claim the minor child in even years. Royden shall be allowed to claim the minor child in odd years. Both parties shall execute any necessary tax forms to enable either party to claim said child tax credit(s). Royden's ability to claim the minor child as dependent's/child tax credits shall be conditioned upon his being current on all child support and all other financial obligations herein.

Attorney's Fees

97. Each party shall be responsible for his or her own attorney's fees and costs if this matter is uncontested. If Royden contests the Petition, he shall be ordered to pay Ivette's attorney fees incurred.

Other

98. Ivette shall be entitled to restore her maiden name of Wusstig, if she so desires.

99. **Utah Law:** This document, and any final orders issued by this court, shall be governed by Utah law in all respects.

100. If any provision of the final Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the final Decree of Divorce.

101. Each party shall be ordered to execute and deliver to the other such documents as required to implement the provisions of the final Decree of Divorce entered by the Court.

COURT SIGNATURE AND SEAL AT TOP OF FIRST PAGE OF DOCUMENT

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email, a true and correct copy of the foregoing *Decree of Divorce and Parenting Plan* on this 27th day of May 2026, to the following:

Royden Fernandez

Respondent

Email: <rfernandez@bnbmecguam.com>; and <roydenf808@gmail.com>

/s/ Bryan Griffin
Bryan Griffin