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IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY

STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF TAHER M. SADR, Petitioner And MONICA L.GAYDEN, Respondent	DECREE OF DIVORCE Civil No. 264901967 Judge Charles Stormont Comm. Kim M Luhn
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The above-captioned matter came on regularly for consideration by the Court without hearing pursuant to Utah Code § 81-4-406. Petitioner Taher M. Sadr ("Taher") and Respondent Monica L. Gayden ("Monica") entered into a Stipulation and Property Settlement Agreement (the "Agreement ") to settle all issues of this action. Pursuant to the terms of the Agreement, the parties consented that a Decree of Divorce could be entered consistent with the terms of the Agreement. The Court considered the testimony of Taher by way of declaration as to jurisdiction and grounds for this divorce. The Court having reviewed the Agreement and other pleadings on file herein, and

having entered its Findings of Fact and Conclusions of Law, hereby orders, adjudges and decrees as follows:

DIVORCE

1. The parties are awarded a divorce from each other and their marriage is terminated.

CUSTODY/PARENT TIME/PARENTING PLAN

2. Children. The parties have two children born as issue of their marriage, namely: LJS, daughter, born March 2018, currently age 8; and ABS, son, born February 2021, currently age 5.

3. Legal Custody. Monica and Taher will share joint legal custody of the minor children. Pursuant to Utah Code § 81-9-101(4), the term joint legal custody shall mean “the sharing of the rights, privileges, duties, and powers of a parent by both parents.

A. Major Decisions. Major decisions concerning their children's general welfare, education, discretionary medical and dental treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of the applicable professional (e.g. children's pediatrician, school employees, dentist, orthodontist, etc.) and/or their coparenting therapist. If they still cannot come to an agreement, the parties will mediate before court intervention.

B. *Day-to-Day Decisions.* Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

C. *Emergency Decisions.* The party who has the children during his or her parent-time shall make all necessary emergency and urgent medical decisions. In the event of an emergency or need for same-day medical care, that party shall notify the other party within thirty (30) minutes. Both parties shall have the right to attend emergency care.

4. Physical Custody. The parties shall share joint physical custody of the minor children, with the parties equally sharing parent time. Regular, holiday, and summer parent-time shall occur as the parties mutually agree at reasonable times and places.

A. *Modifying Schedule:* As the children grow and mature, frequent transitions between homes may become more difficult for the children. The parties shall cooperate in good faith to adjust the schedule, when appropriate, in order to reduce unnecessary transitions while maintaining the overall expectation of approximately equal parent-time and continued meaningful relationships with both parents.

5. *Coparenting therapist.* If the parties are unable to resolve disagreements or questions regarding the children or parent-time as they grow, they shall engage a mutually agreed upon co-parenting therapist to assist in reaching resolution. The role of the co-parenting therapist shall be to support cooperation between the parties and to

promote decisions consistent with the best interests of the children. The parties shall share the cost equally, unless otherwise agreed.

6. Parenting Plan. The parties shall adopt and be bound by the provisions of the Parenting Plan filed concurrently with the Agreement, which Parenting Plan is incorporated herein by this reference.

7. Relocation. If either party intends to move more than twenty (20) miles from the other party's residence, or to a location that would make the current parent-time schedule impractical, the relocating party shall comply with the following:

A. The relocating party shall provide written notice to the other party within twenty-four (24) hours after the possibility of a relocation is first seriously explored and shall provide additional details as they become known.

B. Once the details of the relocation are confirmed, the relocating party shall provide written notice to the other party as soon as possible but no less than sixty (60) days prior to the anticipated move.

C. Upon notice of the confirmed relocation, the parties shall confer in good faith to revise their parent-time arrangement prior to the move. The parties' discussions shall include parent-time, transportation arrangements and cost allocation, procedures for joint decision-making, and procedures for sharing information regarding the children.

D. If the parties are unable to reach agreement, they shall participate in mediation prior to the relocation. If mediation is unsuccessful, either party may file a petition or motion to modify parent-time.

CHILD SUPPORT AND RELATED PROVISIONS

8. Child Support. Commencing June 2026, Taher will pay Monica child support in the amount of \$275 per month and will continue to do so until the oldest child reaches age 18 or graduates from high school with his/her regular class, whichever is later, at which time child support shall be automatically recalculated based on one child.

9. Payments. Taher shall pay his child support obligation in no more than two equal installments payable no later the 5th and 20th days of the month. Taher may deduct Monica's share of the children's portion of the health insurance from his child support obligation.

10. Automatic withholding. Automatic income withholding of Taher's child support obligation shall not be implemented at the present time. In the event Taher becomes more than 30 days delinquent in the payment of his child support obligation, automatic income withholding may be implemented.

11. Modification of Child Support. The amount of child support may be reviewed and modified pursuant to the provisions of Utah Code § 81-6-212.

12. Children's Health Insurance. Taher will maintain the health, vision, and dental insurance for the children provided that it is available to him through the place of employment at a reasonable cost and for so long as a child may be covered under the insurance policy. Taher will confirm the monthly insurance premium deducted from his

pay. The parties shall equally share any primary medical and dental insurance premiums actually paid by the party for the children's portion of the insurance on a per capita basis pursuant to Utah Code § 81-6-208. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. Monica's share shall be automatically deducted from Taher's child support paid.

13. Verification of Insurance. Taher shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2nd, of each calendar year, if there is a change in the previous coverage, provider, or number of covered individuals. The party shall notify the other party of any change of insurance carrier, premium or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

14. Out-of-Pocket Medical/Dental Expenses. The parties shall equally share all out-of-pocket expenses incurred for the benefit of the parties' minor and adult dependent children, including but not limited to medical, dental, orthodontic, mental health, and optical expenses. This includes co-payments, deductibles, and any uninsured or unreimbursed costs, regardless of which party's insurance policy provides coverage. This obligation shall continue so long as the child remains covered under Taher's insurance policy, including during any period in which the child is an adult but continues to qualify as a dependent under the terms of the policy.

15. Reimbursement of Medical Expenses. If a party incurs medical or dental costs for a child, that party shall provide written verification of the cost and payment of such to the other party within 30 days of payment. The other party shall make reimbursement within 15 days of the written verification being presented.

16. Childcare. The parties shall equally pay any reasonable work-related child care costs pursuant to Utah Code § 81-6-209.

17. Extracurricular Activities. The parties shall equally pay for the cost of any written and mutually agreed upon extra-curricular activity in which a minor child of the parties may participate. Parent-time takes precedence over extra-curricular activities and the parent exercising parent-time shall ensure a minor child's participation in agreed upon extra-curricular activities including timely transportation to and from practices and games/performances.

18. School Fees. Each party shall be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties shall that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

19. Clothing. Each party shall be responsible for providing clothing for the children at his or her respective home.

ALIMONY AND RELATED PROVISIONS

20. Waiver of Alimony. Each party is able-bodied, employed or employable, and able to meet his or her own financial obligations. Each party irrevocably waives any claim to past, present or future alimony under any condition or circumstance.

PROPERTY AND DEBT DISTRIBUTION

21. Marital Estate. During their marriage, the parties acquired certain real and personal property which shall be divided between the parties as described below. During their marriage, the parties incurred certain debts and obligations which shall be allocated between the parties as described below. The party assuming a particular debt or obligation shall indemnify and hold the other party harmless therefrom.

22. Residence Listed for Sale.

A. The parties acquired real property located in West Jordan, Utah (the "Marital Residence") during the marriage, which shall be listed for sale.

B. Monica shall be awarded the Marital Residence subject to her paying the mortgage on the home and all carrying costs (PITI, utilities, repairs, maintenance, etc.). Monica shall indemnify and hold Taher harmless from any obligation arising from the mortgage on the home.

C. The home has been appraised at \$487,000. As of October 12, 2024, the principal mortgage owed on the residence was \$188,919, resulting in net marital equity in the amount of \$298,081.

D. Taher is awarded one half of the net marital equity in the amount of \$149,040.50. Taher shall be awarded an equitable lien on the marital residence in the amount of \$149,040 plus 7% annual interest.

E. Monica is not immediately required to refinance the mortgage to remove Taher from the mortgage. The obligation to remove Taher's name from the mortgage and to pay Taher's equitable lien shall become due and payable upon the earliest occurrence of any of the following events: (i) ABS reaches 18 and graduates with his regular class, whichever is later; (ii) Monica remarries; (iii) Monica sells or conveys the marital residence; (iv) Monica no longer occupies the marital residence as her primary residence; (v) Monica cohabits with an unrelated adult in a marriage-like relationship; (vi) Monica refinances the marital residence; or (vii) by mutual written agreement of the parties. Upon the occurrence of any of the foregoing events, Monica shall pay Taher the balance of his lien, together with any accrued interest, in full satisfaction of his equity interest in the marital residence.

23. Vehicles. Taher shall be awarded his 2014 Audi A6 valued at \$10,100. Monica shall be awarded her 2010 Subaru Forester valued at \$3,200 and her truck valued at \$10,000. No debt encumbers the vehicles. Each party shall assume

responsibility of his or her own vehicle maintenance, gasoline, expenses, and insurance.

24. Bank Accounts. The parties have previously divided their checking and savings accounts except for the Wells Fargo joint account used to pay expenses. The children will be awarded their savings accounts.

25. Retirement Accounts. Each party shall be awarded their own retirement and investment accounts. Specifically, Taher will be awarded his Fidelity and Enpower 401(k) accounts and Monica shall be awarded her Fidelity Wester State ESP account and Merrill Lynch Trad IRA.

26. Southwest Visa Points for Children's Travel. Monica shall have the right to use any Southwest Airlines Rapid Rewards points accumulated through the joint Visa credit card account for the purpose of purchasing airline travel for the children in connection with family travel. This remains effective until Monica remarries or cohabitates at which time, the parties will review this provision.

27. Furniture and Furnishings. The parties will equitably divide their furniture and furnishings and other personal property. If the parties are unable to equitably divide the furniture and furnishings, the parties shall attend mediation in an attempt to resolve the issue. In the event the parties are unable to resolve the issue in mediation, the mediator shall act as an arbitrator and make the final decision. The parties shall equally pay the fees of the mediator/arbitrator.

28. Personal Effects. Each party shall be awarded his or her clothing and personal effects not already in his or her possession.

29. Separate Property. Each party shall be awarded as his or her separate property, property acquired by gift, devise or inheritance, or as a gift from the other party during the marriage.

30. Debt. There is no joint marital debt. Each party shall assume and pay his or her debts and obligations incurred in his or her name and indemnify and hold the other party harmless therefrom.

TAX PROVISIONS

31. Tax Audit. In the event any income tax return of the parties filed on a married filing joint basis is audited, the parties shall be equally liable for any tax, penalty or interest assessed or shall be equally entitled to any refund.

32. Dependency Exemptions. Each party shall be entitled to claim one child as a dependent for tax purposes each year, so long as the child qualifies as a dependent under applicable law. In the event that only one child may be claimed in any given year, the parties shall alternate claiming that child, with Monica claiming the child in the first year, and the other party claiming the child in the following year, continuing to alternate annually thereafter. This arrangement shall remain in effect into the child's adulthood, for as long as the child qualifies as a dependent. In order to claim a child, a party must be current on child support and reimbursement of child related expenses as of December 31st each year.

33. No Tax Savings. If claiming a child as a dependency exemption results in no tax savings to a party for a particular year, that party shall voluntarily permit the other party to claim the dependency exemption.

MISCELLANEOUS PROVISIONS

34. Execution of Documents. The parties shall execute such documents as may be necessary to transfer the property as awarded by the Court to the party entitled thereto.

35. Attorney Fees. Each party shall pay his or her own attorney's fees and costs incurred in this action.

36. Disputes. In the event of a dispute between the parties as a term of this Agreement, the parties shall mediate the issue before either party may initiate court action. The parties shall equally pay the cost of the mediation.

****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY
THE COURT'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM
this 29th day of May, 2026.

Taher M. Sadr
TAHER M. SADR
Petitioner
Signed by Diana L. Telfer with permission
By Name of Taher M. Sadr

APPROVED AS TO FORM
this 29th day of May, 2026.

Monica L. Gayden _____
MONICA L. GAYDEN
Respondent
Signed by Diana L. Telfer with permission
By Name of Monica L. Gayden

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of June, 2026, I hereby caused the foregoing
DECREE OF DIVORCE to be sent via email and first-class U.S. mail, postage prepaid
to the following:

Taher M. Sadr
Petitioner
sadr.m.t@gmail.com
Via email only

Monica L. Gayden
Respondent
monicagayden@yahoo.com
Via email only

/s/ Eva Leavitt
Legal Assistant

Notice: Pursuant to Rule 7(j)(5)(C) of the Utah Rules of Civil Procedure, notice of objection as to the form of the order of the court shall be filed within seven days after service.