



DALE E. ELLSWORTH, JR. (USB #15130)
ELLSWORTH LAW FIRM, PLLC
2901 W. Bluegrass Blvd., Ste. 200
Lehi, Utah 84048
Telephone: (801) 210-2829
Facsimile: (385) 200-8454
Email: dale@theellsworthlawfirm.com
Attorney for Petitioner Gemarie Mamo

**IN THE THIRD DISTRICT COURT IN AND FOR
TOOELE COUNTY, STATE OF UTAH**

In the matter of the marriage of:

GEMARIE DIANE MAMO,

and

DONOVAN NATHANIAL MAMO.

DECREE OF DIVORCE

Case No.: 264300187

Judge: L. Douglas Hogan

Commissioner: Renee Blocher

This matter comes before the above-referenced court by way of Petitioner Gemarie Diane Mamo's Verified Petition for Divorce. This Court having reviewed the parties' Settlement Agreement; does hereby find good cause to make and enter this Decree of Divorce, as follows:

JURISDICTION, VENUE AND GROUNDS

1. Jurisdiction. Petitioner Gemarie Diane Mamo (Gemarie) and Respondent Donovan Nathaniel Mamo ("Donovan") are bona fide residents of Tooele County, State of Utah, and have been residents of this county for the 90-days immediately prior to the commencement of this action.
2. Venue. That venue is proper pursuant to Utah Code Ann. § 78B-3-307 as Donovan resides in Tooele County.

3. Marriage Statistic. The parties were married on March 6, 2020, in Tooele, Tooele County, State of Utah and are now, and have been since that time, husband and wife.

4. Grounds. The parties are granted a decree of divorce pursuant to Utah Code Ann. § 81-4-405(1)(h) as irreconcilable differences have arisen between them making their marriage irretrievably broken and impossible to continue.

UCCJEA

5. The parties are the parents to four (4) minor children, to wit:

<u>Initials</u>	<u>Birth Month & Year</u>
C.R.M.	January 2012
T.T.M.	January 2016
D.T.M.	February 2019
G.G.M.	July 2020

6. No additional minor children are expected as issue of this marriage.

7. The minor children have resided in Tooele County for at least the six (6) months immediately prior to the commencement of this action; and the minor children's home state is Utah.

8. Neither party has participated in any capacity—including as a party, witness, or otherwise—in any litigation concerning the custody of the minor children in this state, any other state, or any foreign country.

9. Neither party is aware of any pending custody proceeding concerning the minor children in any court of this state, any other state, or any foreign country.

10. Neither party is aware of any individual, not already joined as a party to this proceeding, who has physical custody of the minor children or who asserts a claim to legal or physical custody or visitation rights.

CUSTODY, PARENT-TIME AND PARENTING PLAN

11. Legal Custody. The parties are awarded joint legal custody of the minor children subject to the parenting plan included hereafter.

12. Parenting-Plan. The parties agree to adopt the following parenting-plan:

- a. Affection and Love. The parties shall not discourage the minor children from loving, respecting, and having a relationship with the other parent.
- b. Children's Personal Belongings. The parties shall ensure that the personal items and clothing of the minor children be returned with them when they return to the other parent's home.
- c. Communication.
 - i. The communication between the parties shall be in writing (e.g. text message and/or email) and solely focused on the minor children. The parties may communicate via telephone in case of an emergency.
 - ii. The parties shall notify each other of significant illness involving the minor children and of any information relating to their medication(s), treatment(s), and/or hospital visit(s).
 - iii. The parties shall respond to communication from one another within a reasonable time and in a manner consistent with good-faith co-parenting.
- d. Contact Information. If either party's physical address, email and/or telephone number changes, they shall provide the other parent with their updated contact information within 24 hours of said change.

- e. Day-to-Day Decisions. The parent with whom the minor children are residing at the time shall have the authority to make the minor day-to-day decisions regarding the care, control, and discipline of the minor children. Notwithstanding, there shall be no corporal punishment.
- f. Dispute Resolution Process. The parties acknowledge that disputes may arise in the future regarding decisions affecting the parenting of their minor children. The parties shall confer and make a good-faith effort to reach agreement on all such matters. If the parties are unable to reach agreement after good-faith discussion, Gemarie shall have final decision-making authority, subject to review by the Court upon motion by Donovan.
- g. Education Plan.
- i. Gemarie's residence shall be designated as the minor children's primary address for all educational and school boundary purposes.
 - ii. Both parties shall be identified as the minor children's parents on all school and educational records. Each party shall have equal access to the minor children's school records, educational information, and teachers, consistent with applicable law and school policies.
 - iii. Neither parent shall interrupt regular school hours to exercise parent-time with the minor children, unless mutually agreed upon by the parties.
- h. Notice. Each parent should immediately notify the other parent if: (a) the parent resides with an individual or provides an individual with access to the

child; and (b) the parent knows that the individual: (i) is required to register as a sex offender or a kidnap offender for an offense against a child under Title 77, Chapter 41, Sex and Kidnap Offender Registry; (ii) is required to register as a child abuse offender under Title 77, Chapter 43, Child Abuse Offender Registry; or (iii) has been convicted of: (A) a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-114, or 76-5-208; (B) a sexual offense against a child under Title 76, Chapter 5, Part 4, Sexual Offenses; (C) an offense for kidnapping or human trafficking of a child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; (D) a sexual exploitation offense against a child under Title 76, Chapter 5b, Sexual Exploitation Act; or (E) an offense that is substantially similar to an offense set forth in sections (A) through (D).

i. Overnight Guests. Neither party shall allow any unrelated adult individual to stay overnight at their residence while a minor child is present, unless such individual is related to the party by blood or marriage. This provision does not restrict a minor child from having age-appropriate friends stay overnight.

j. Parent-Time Exchanges.

i. If Donovan is Exercising Parent-Time Pursuant to Utah Code Ann. § 81-9-302. Unless the parties agree otherwise in writing, the receiving parent shall be responsible for picking up the minor children to commence their parent-time. A third-party may assist the receiving parent, if the third-party is known by the parent relinquishing parent-time.

- ii. If Donovan is Exercising Parent-Time Pursuant to Utah Code Ann. § 81-9-209. If Donovan exercises parent-time pursuant to Utah Code Ann. § 81-9-209 as a result of his relocation to another state, the costs associated with parent-time exchanges shall be allocated in accordance with that statute, with Donovan designated as the relocating parent.
- k. Parenting Styles. The parties acknowledge that their parenting styles may differ but agree to respect each other's approach to parenting.
- l. Relocation. The parties shall be bound by the notice provisions of Utah Code Ann. § 81-9-209 if either party relocates more than 150 miles from the other parent.
- m. Requested Change to Parent-Time. The parties shall provide at least 24-hour notice of any requested change to the ordered parent-time arrangements.
- n. Significant Others. Neither parent shall introduce the minor children to a significant other until the parent has been involved in a serious, committed relationship with that individual for a minimum of three (3) consecutive months.
- o. Special Events. Special consideration should be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of a minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- p. Travel with Parent. In the event that either party travels with a minor child outside the state of their residence, then advance written notification shall be

provided to the other parent setting forth following information: (i) an itinerary of travel date(s); (ii) destination(s); (iii) place(s) where the minor children or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the minor children's location. If either party intend to travel internationally with the minor children, then this information shall be provided at least 90 days before the intended departure date.

q. Passport. If the parties maintain passports for the minor children, then: (i) they shall equally share the cost of the passports; and (ii) the passports shall remain in Gemarie's possession. However, Donovan shall be granted use of the passports should he travel with the minor children. Donovan shall return the minor children's passports to Gemarie within three (3) business days of returning to his residence with the minor children.

r. Virtual Parent-Time. The parent not exercising parent-time with the minor children shall be allowed reasonable phone communication (including video chatting) with the minor children. Telephone calls shall be made during reasonable times and shall be reasonable in duration. Virtual parent-time shall supplement, but not replace, in-person parent time.

13. Physical Custody. It is in the best interest of the minor children that Gemarie be awarded sole-physical custody of the minor children.

a. If Donovan resides within 150 miles of Gemarie.

- i. Parent-Time. The parties shall use their best efforts to coordinate parent-time around their work schedules. If the parties are unable to agree upon a parent-time schedule, then the parties shall exercise parent-time pursuant to Utah Code Ann. § 81-9-302.
- ii. Extended Summer Parent-Time. Each party shall be entitled to two (2) weeks of uninterrupted parent-time during the summer months when school is not in session, which may be exercised consecutively. Donovan shall also be entitled to an additional two (2) weeks of non-consecutive parent-time during the summer; during each such week, Gemarie shall have a midweek parent-time. In odd-numbered calendar years, Donovan shall have priority in selecting extended summer parent-time. In even-numbered calendar years, Gemarie shall have priority. The party with priority shall provide written notice to the other party on or before May 1 of the applicable year identifying the selected dates for extended summer parent-time. The non-priority party shall provide written notice of their selected dates on or before May 15. If the party with priority fails to provide timely notice by May 1, the non-priority party shall have priority for that year and may select dates by providing written notice on or before May 15. Extended summer parent-time shall not interfere with or supersede the other party's holiday parent-time.
- iii. Holidays. Unless the parties agree otherwise, they shall exercise parent-time with the minor children on birthdays and holidays, as follows:

Holiday	Holiday Time Period	Donovan	Gemarie
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 minor 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 minor 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 minor 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 Memorial Day.	Even Years	Odd Years
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.	N/A	All Years
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	N/A
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
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 minor 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 Labor Day.	Odd Years	Even Years
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 at 6 p.m. on the day school is dismissed 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 Thanksgiving 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
Winter Break (First Half)	(1) Holiday begins at: (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.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years

Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years
Donovan's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	All Years	N/A
Gemarie's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	N/A	All Years

b. If Donovan resides more than 150 miles from Gemarie. If Donovan resides more than 150 miles from Gemarie, Donovan's parent-time shall automatically convert from that found in paragraph 13(a) to Utah Code Ann. § 81-9-209.

CHILD SUPPORT

14. Donovan's Income. Donovan is currently employed with a gross monthly income of \$6,500.00. Donovan has a child support obligation for another child in the amount of \$462.00.

15. Gemarie's Income. Gemarie is currently employed with a gross monthly income of \$4,839.00.

16. Base Child Support. Donovan's base child support obligation is \$1,251.00/month using the sole-physical custody worksheet. The child support obligation commencing as of May 1, 2026; and shall be due and payable in two monthly installments with one-half (1/2) due on the 5th and the 20th day of each month thereafter until the child support obligation is terminated.

17. Reduction for Extended Parent-Time. The base child support award shall be reduced by 50% for each child for time periods during which a minor child is with the Donovan by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of

extended parent-time; or reduced by 25% for each child for time periods during which a minor child is with Donovan by order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. If the minor child is a client of cash assistance provided under Title 35A, Chapter 3, Part 3, Family Employment Program, the administrative agency shall approve any agreement by the parties for reduction of child support during extended parent-time. For purposes of this section, normal parent-time and holiday visits to Gemarie are not considered extended parent-time.

18. Termination of Child Support. The child support obligation for a minor child shall terminate when that minor child becomes 18 years of age or graduates from high school during that minor child's normal and expected year of graduation, whichever occurs later, or if that minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, Emancipation, the base child support award shall be automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

19. Income Withholding. The child support obligee shall be entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code Ann. § 81-6-202(10)(f) and § 62A-11-101 et seq., as amended.

20. Notice of Right to Modify Base Child Support Award. Pursuant to Utah Code Ann. § 81-6-202(10)(g), the following notice is provided (see Utah Code Ann. § 81-6-212(3)-(5)):

(3)

(a) A parent, legal guardian, or the office may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances.

(b) A change in the child support tables is not a substantial change in circumstances for the purposes of Subsection (3)(a).

(c) For purposes of this Subsection (3)(a), a substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; or
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(4) Upon receiving a petition under Subsection (3)(a), the court shall, taking into account the best interests of the child:

- (a) determine whether a substantial change has occurred;
- (b) if a substantial change has occurred, determine whether the change results in a difference of 15% or more between the obligor's ordered support amount and the obligor's support amount that would be required under the child support guidelines; and
- (c) adjust the obligor's ordered support amount to that which is provided for in the child support guidelines if:
 - (i) there is a difference of 15% or more; and
 - (ii) the difference is not of a temporary nature.

(5)

(a) If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or the office may move the court to adjust the amount of a child support order.

(b) Upon receiving a motion under Subsection (5)(a), the court shall, taking into account the best interests of the child:

- (i) determine whether there is a difference between the obligor's ordered support amount and the obligor's support amount that would be required under the child support guidelines; and

(ii) if there is a difference as described in Subsection (5)(b)(i), adjust the obligor's ordered support amount to the obligor's support amount provided in the child support guidelines if:

(A) the difference is 10% or more;

(B) the difference is not of a temporary nature; and

(C) the order adjusting the obligor's ordered support amount does not deviate from the child support guidelines.

(c) A showing of a substantial change in circumstances is not necessary for an adjustment under this Subsection (5).

HEALTH INSURANCE

21. **Policy.** The parties shall maintain health care coverage for the *medical expenses* of the minor children as that term is defined by Utah Code Ann. § 81-6-101(19).

22. **Premiums.** The parties shall equally pay the out-of-pocket cost of the premium actually paid for the minor children's portion of insurance, which portion of the premium is a per capita share of the premium actually paid. The premium expense for the minor children shall be calculated by dividing the premium amount by the number of persons covered under the policy. If the minor children are ever covered by the health and/or dental insurance policies of both parents (i.e., dual coverage), each parent shall be responsible for paying their own premium without reimbursement from the other parent. If the child support obligor is providing health insurance coverage for the minor children, the obligor may deduct his or her one-half (1/2) share of the minor children's health insurance premium from the child support obligation.

23. **Out-of-Pocket Expenses.** The parties shall equally pay all necessary dental, health, medical, optical, orthodontic, and therapy expenses not covered by insurance and incurred on behalf of the minor children.

24. **Reimbursement of Out-of-Pocket Expenses.**

a. Alternative Billing. Either party may elect to have the medical and/or dental provider of the minor children bill the other parent directly for his/her one-half share of the expense as set forth in Utah Code Ann. § 15-4-6.7.

b. Reimbursement to Party. On a regular basis, but in no event less than every thirty (30) days, the parties shall furnish to each other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed dental and/or medical expenses incurred for the minor children. Upon receipt of said verification, the parties shall reimburse the requesting parent within thirty (30) days for all properly documented unreimbursed dental and/or medical expenses. Failure to provide verification within thirty (30) days of incurring the expense may operate as a waiver of that party's right to recover said expense.

25. Verification of Coverage. The parent providing insurance for the minor children shall provide verification of coverage to the other parent and/or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602 et seq., upon initial enrollment of the minor children; and thereafter, on or before January 2nd of each calendar year. In addition, the parent providing insurance for the minor children shall also notify the other parent and/or the Office of Recovery Services of any changes to the insurance carrier, premium, and/or benefits within thirty (30) days of the date he/she first knew or should have known of the change.

26. Primary/Secondary Coverage. If, at any point in time, a dependent child is covered by the health, hospital, and/or dental insurance plans of both parents, the health and dental insurance plan of Gemarie shall be primary coverage for the dependent child and the health and dental insurance plan of Donovan shall be secondary coverage for the dependent child. If a parent

remarries and his/her dependent child is not covered by that parent's health and/or dental insurance plan but is covered by a step-parent's plan, the health and/or dental insurance plan of the step-parent shall be treated as if it were the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

DAYCARE EXPENSES

27. Expense. The parties shall equally pay all reasonable work-related daycare costs incurred for and on behalf of the minor children. On a regular basis, but in no event less than every thirty (30) days, the parties shall furnish to the other verification in the form of cancelled checks, statements, receipts, or invoices for all unreimbursed work-related daycare expenses for the minor children. Upon receipt of said verification, the other party shall reimburse the requesting party within thirty (30) days for all properly documented unreimbursed daycare expenses. Failure to provide verification within thirty (30) days of incurring the expense may operate as a waiver of that party's right to recover said expense. If family provides daycare expenses, then it shall be presumed to be at no cost.

28. Contact Information. If either parent enrolls a minor child in daycare or utilizes daycare services, both parents shall have equal access to the daycare provider, including but not limited to attending daycare events, receiving updates regarding the minor child(ren)'s care and well-being, and picking up or dropping off the minor children in accordance with the court-ordered parenting schedule. Additionally, the daycare provider should be provided with accurate and up-to-date contact information for both parents to facilitate open communication regarding the minor children's attendance, health, and any other matters relevant to the minor children's care.

Neither parent shall interfere with the other's right to communicate with the daycare provider or access information about the minor children.

EXTRACURRICULAR ACTIVITIES

29. The parties shall equally pay the cost of all extracurricular activities for the minor children, to which, they mutually agree upon in writing. The parties shall pay the providers directly, if possible; but if not, the party incurring the out-of-pocket expense shall submit to the other parent verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for the minor children's extracurricular activities without receiving prior consent from the other party to enroll the minor children in said activity shall be solely responsible for that expense.

///

CHILD TAX EXEMPTION

30. Tax Exemptions. The minor child tax exemptions shall be awarded to Gemarie.

REAL PROPERTY

31. During the marriage, the parties acquired an interest in real property located at 95 N. 150 W., Tooele, Utah 84074 ("Real Property"). Gemarie shall be awarded the exclusive use and possession of the Real Property and shall be awarded all right, title, interest, and equity therein. Gemarie shall be solely responsible for all expenses associated with the Real Property, including but not limited to the mortgage, utilities, maintenance, repairs, taxes, and insurance, and shall indemnify and hold Donovan harmless therefrom. Donovan shall execute and deliver a quitclaim

deed conveying all of his right, title, and interest in the Real Property to Gemarie within ten (10) days of executing the Settlement Agreement.

PERSONAL PROPERTY

32. Vehicle.

a. Award and Allocation of Responsibility.

i. 2018 Mini Cooper. This vehicle shall be awarded to Gemarie. Gemarie shall be solely responsible for any outstanding loan balance, monthly payments, insurance, registration fees, and all other costs or liabilities associated with the vehicle, if any. Gemarie shall indemnify and hold Donovan harmless from any and all claims, demands, damages, or liabilities related to the vehicle, including but not limited to the underlying debt. Due to the parties' pending Chapter 13 bankruptcy proceedings, refinancing may not presently be feasible. Accordingly, if necessary to remove Donovan from any obligation associated with the vehicle loan, Gemarie shall refinance the loan within six (6) months following either: (a) dismissal of the Chapter 13 bankruptcy case; or (b) entry of the bankruptcy discharge, whichever first occurs.

ii. Chrysler Town and Country. This vehicle shall be awarded to Gemarie. Gemarie shall be solely responsible for any outstanding loan balance, monthly payments, insurance, registration fees, and all other costs or liabilities associated with the vehicle, if any. Gemarie shall indemnify and hold Donovan harmless from any and all claims, demands, damages,

or liabilities related to the vehicle, including but not limited to the underlying debt. Due to the parties' pending Chapter 13 bankruptcy proceedings, refinancing may not presently be feasible. Accordingly, if necessary to remove Donovan from any obligation associated with the vehicle loan, Gemarie shall refinance the loan within six (6) months following either: (a) dismissal of the Chapter 13 bankruptcy case; or (b) entry of the bankruptcy discharge, whichever first occurs.

iii. Default. If either party fails to timely make any required payment on their vehicle loan or fails to complete the refinance within the time required, the other party may provide written notice of default. The defaulting party shall have ten (10) days to cure. If not timely cured, the non-defaulting party may seek all available remedies, including but not limited to reimbursement, court enforcement, or an order requiring sale of the vehicle.

b. Transfer of Titles. Due to the parties' pending Chapter 13 bankruptcy proceedings, transferring title may not presently be feasible. Accordingly, the parties shall execute and exchange all documents necessary to transfer title to the vehicles awarded herein within thirty (30) days following either: (a) dismissal of the Chapter 13 bankruptcy case; or (b) entry of the bankruptcy discharge, whichever first occurs.

33. Personal Property (Excluding Vehicle).

a. Award. Each party shall be awarded the personal property within their possession as of the entry of the Decree of Divorce. Any dispute regarding the division of personal property may be brought before the Court by motion for resolution. If any personal property is encumbered by debt, then that debt shall be assigned to the party awarded the personal property; and that party shall indemnify and hold the other party completely harmless therefrom.

b. Removal from Real Property. Donovan shall remove all personal property awarded to him under the Settlement Agreement from the Real Property within two years of entry of the Decree. Donovan shall coordinate with Gemarie in advance to schedule reasonable dates and times for such removal and shall complete the removal in a manner that minimizes disruption to Gemarie. Donovan shall be responsible for any damage caused to the Real Property during the removal process and shall promptly repair any such damage at his sole expense. Any personal property awarded to Donovan that remains on the Real Property after the expiration of the two year period shall be deemed abandoned, and Gemarie shall have the right to dispose of such personal property in any manner deemed appropriate, without further notice or obligation to Donovan.

FINANCIAL ACCOUNTS

34. Bank/Credit Union Accounts.

a. Joint Accounts. The parties' joint bank and/or credit union accounts shall be awarded as follows:

i. Chartway Credit Union (6579). All right, title, and interest in and to this account, including any and all funds currently on deposit therein, together with any accrued interest, shall be awarded to Donovan as his sole and separate property. Donovan shall have exclusive ownership, possession, and control of this account as of the date of execution of the Settlement Agreement and shall be solely responsible for any fees, charges, or obligations associated therewith. Gemarie shall execute any documents reasonably necessary to relinquish any interest in this account and, if applicable, remove Gemarie's name from this account within a reasonable time following entry of the Decree of Divorce. Donovan shall indemnify, defend, and hold Gemarie harmless from any and all claims, liabilities, or obligations arising from or related to this account from and after the date of execution of the Settlement Agreement.

ii. Chartway Credit Union (7481). All right, title, and interest in and to this account, including any and all funds currently on deposit therein, together with any accrued interest, shall be awarded to Gemarie as her sole and separate property. Gemarie shall have exclusive ownership, possession, and control of this account as of the date of execution of the Settlement Agreement and shall be solely responsible for any fees, charges, or obligations associated therewith. Donovan shall execute any documents reasonably necessary to relinquish any interest in this account and, if applicable, remove Donovan's name from this account within a

reasonable time following entry of the Decree of Divorce. Gemarie shall indemnify, defend, and hold Donovan harmless from any and all claims, liabilities, or obligations arising from or related to this account from and after the date of execution of the Settlement Agreement.

b. Separate Account. Each party shall be awarded ownership of all bank and/or credit union accounts in their sole name. Neither party shall have any claim or interest in the bank and/or credit union accounts of the other. If any bank and/or credit union accounts is overdrawn or subject to any debt, fees, or penalties, the party retaining the bank and/or credit union accounts shall be solely responsible for satisfying such obligations and shall indemnify and hold the other party harmless therefrom.

35. Life Insurance Policies. Each party shall be awarded the life insurance policies, if any, currently held in their individual name, free and clear of any claim or interest by the other party. Each party shall retain all rights, title, and interest in and to their respective policies, including the right to change beneficiaries, coverage amounts, and policy terms. Neither party shall have any obligation to maintain the other as a beneficiary on any life insurance policy following the entry of the Decree of Divorce, unless otherwise expressly agreed to in writing.

36. Investment/Retirement Accounts. Each party shall be awarded, as his or her sole and separate property, all right, title, and interest in and to any investment and/or retirement accounts held in his or her individual name, including but not limited to any 401(k), IRA, pension, brokerage, or similar accounts. Each party shall be solely responsible for any debts, loans, or obligations associated with the accounts awarded to him or her and shall indemnify and hold the

other party harmless therefrom. Except as otherwise expressly provided herein, neither party shall have any claim to the other party's investment or retirement accounts, and any such claims are hereby waived.

DEBTS

37. Debts.

a. Joint Debts. Each party shall be responsible for one-half (1/2) of the monthly payments due under the parties' Chapter 13 bankruptcy plan. Each party shall timely comply with all obligations necessary to maintain the Chapter 13 plan in good standing. In the event either party fails to pay his or her share, that party shall indemnify and hold the other harmless from any resulting damages, including but not limited to fees, penalties, or dismissal of the bankruptcy case. Each party shall provide proof of payment upon reasonable request.

b. Separate Debts. Each party shall be responsible for the debt in his/her own name.

38. Indemnification. The parties shall indemnify and hold each other completely harmless from all debt(s) assigned to them herein.

ALIMONY

39. Neither party shall be awarded alimony, whether past, present, or future. Each party expressly waives any and all claims to spousal support from the other, now and in the future. This waiver is intended to be final and non-modifiable, and the parties acknowledge that they have considered the factors relevant to alimony in agreeing to this provision. Accordingly, the Court shall not retain jurisdiction to award alimony to either party.

MUTUAL RESTRAINTS

40. The parties shall be mutually restrained from attempting, committing, or threatening any form of abusive behavior or actions, including but not limited to physical threats of violence, whether directed toward either party, their respective families, or their friends. This includes any acts or threats of harm, intimidation, harassment, or any other conduct that may cause fear or distress to the other party or their loved ones.

41. The parties shall be mutually restrained from saying or doing anything that would tend to diminish the love and affection of the minor children for the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the minor children about the issues in this matter, or from attempting to influence the minor children's preference regarding custody and/or visitation. As used in this paragraph, the terms "demeaning" and "disparaging" mean to say anything ill of the other parent whether he/she believes it to be true or not.

42. The parties shall be mutually restrained from alienating the minor children from the other parent or the other parent's extended family.

43. The parties shall be mutually restrained from using the minor children as a courier of information between themselves.

44. The parties shall be mutually restrained from posting, publishing, or otherwise disseminating any statements, comments, images, or information about the other party on any social media platform or in any public forum that are intended to harass, disparage, defame, or cause emotional distress. This provision includes, but is not limited to, posts made directly by a

party or indirectly through third parties. Each party shall further be restrained from encouraging or permitting any third party to post such content on their behalf.

45. The parties shall be mutually restrained from disclosing, publishing, or disseminating any confidential or private information of the other party, including but not limited to financial information, personal records, account information, or private communications, except as required by law or as necessary to enforce or comply with the terms of the Settlement Agreement. Neither party shall access, attempt to access, or use the other party's personal accounts, electronic devices, or digital information without express authorization. Each party shall further be restrained from providing such information to or encouraging any third party to disclose such information in violation of this provision.

46. The parties shall be mutually restrained from entering the residence, workplace or vehicle of the other party without first obtaining the consent of the other party.

47. The parties shall be mutually restrained from permitting third parties to engage in any actions that they themselves are prohibited from undertaking herein. Each party shall have an affirmative duty to take reasonable and proactive measures to prevent third parties from violating any terms or provisions set forth herein, or they shall remove the minor children from such circumstances.

ATTORNEY'S FEES AND COSTS

48. Each party shall be responsible for his/her own attorney's fees and costs.

MISCELLANEOUS PROVISIONS

49. Name Change. If desired, Gemarie shall be restored the use of her maiden name—
Gemarie Diane Hair.

50. Parenting and Divorce Orientation Courses. Each party shall complete and submit proof of completion of the divorce parenting and orientation course within 30 days of execution of the Settlement Agreement.

51. Execution of Documents. The parties shall sign and fully execute whatever documents are necessary to implement the provisions contained herein.

52. Certified Copy. The parties shall provide a certified copy of the final Decree of Divorce, and any modifications thereto, to all creditors as set forth in Utah Code Ann. § 81-4-204(1)(e) and Utah Code Ann. § 15-4-6.5 and to effectuate compliance with these statutes.

****END OF ORDER****

****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:

/s/ Gemarie Mamo (permission granted via email on 5/9/2026)
GEMARIE DIANE MAMO
Petitioner

/s/ Donovan Mamo (permission granted via email on 5/9/2026)
DONOVAN NATHAN MAMO
Respondent