

Bryawna Hogue
Name
3924s Stirrup Drive
Address
West Valley City, Utah 84128
City, State, Zip
801-638-2697
Phone
hoguebm@gmail.com
Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

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

In the Matter of (select one)

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

Bryawna Hogue

(name of Petitioner)

and

Vinai Sinthavy

(name of Respondent)

Other parties (if any)

Divorce Decree

254906020

Case Number

Amanda Montague

Judge

KIM M LUHN

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Bryawna Hogue and Vinai Sinthavy** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

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

Minor Children

a.

Child Name: **R. S.**

Date of Birth: **Nov 3, 2021**

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

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

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

a.

Child Name: **R. S.**

Date of Birth: **Nov 3, 2021**

i.

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

Move-in Date: **Mar 9, 2024**

Address: **3924s Stirrup Drive, West Valley City, Utah 84128 United States**

(1).

Caretaker at this address: **Bryawna Hogue**

Caretaker current address: **3924s Stirrup Drive, West Valley City, Utah**

84128 United States

(2).

Caretaker at this address: **Vinai Sinthavy**

Caretaker current address: **889 s 25 w , Cedar, Utah 84720 United States**

ii.

Move-out Date: **Mar 9, 2024**

Move-in Date: **Sep 17, 2022**

Address: **2976w 6620s, West Jordan, Utah 84084 United States**

(1).

Caretaker at this address: **Bryawna Hogue**

Caretaker current address: **3924s Stirrup Drive, West Valley City, Utah**

84128 United States

(2).

Caretaker at this address: **Vinai Sinthavy**

Caretaker current address: **889 s 25 w , Cedar, Utah 84720 United States**

iii.

Move-out Date: **Sep 17, 2022**

Move-in Date: **Nov 6, 2021**

Address: **4436 Stonington Way, Salt Lake City, Utah 84129 United States**

(1).

Caretaker at this address: **Bryawna Hogue**

Caretaker current address: **3924s Stirrup Drive, West Valley City, Utah
84128 United States**

(2).

Caretaker at this address: **Vinai Sinthavy**

Caretaker current address: **889 s 25 w , Cedar, Utah 84720 United States**

Children – Other court proceedings

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

I say the following:

5. There are no custody, child support, or parent-time cases about **Bryawna Hogue** and **Vinai Sinthavy**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Bryawna Hogue** and **Vinai Sinthavy** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Bryawna Hogue** and **Vinai Sinthavy**.

Children - custody

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

7. It is in the children's best interest that the parties be awarded Joint Legal Custody and that **Bryawna Hogue** be awarded Sole Physical custody. **Vinai Sinthavy** should have parent-time at reasonable times and places. **Bryawna Hogue** is filing this Parenting Plan and verifies the plan is filed in good faith.

Parent-time

8. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

- a. **Bryawna Hogue will have primary custody of the child Monday - Friday and every other weekend. Vinai Sinthavy will have custody of the child every other weekend. Holidays will be divided between Bryawna Hogue and Vinai Sinthavy.**

Parent-time for special occasions

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

Holiday	Period	Vinai Sinthavy	Bryawna Hogue
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the 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 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community; (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King	(1) Holiday begins Friday at:	Odd years	Even years

Holiday	Period	Vinai Sinthavy	Bryawna Hogue
Jr. Day	(a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is 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.		All years: Bryawna Hogue is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years: Vinai Sinthavy is the father	
Summer Break	Vinai Sinthavy will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Vinai Sinthavy. Vinai Sinthavy will have an additional two weeks of extended Summer Parent-time at the option of Vinai Sinthavy, subject to weekday parent-time for Bryawna Hogue, but not weekends normally exercised by Bryawna Hogue. Vinai Sinthavy will notify Bryawna Hogue of the summer break extended parent-time by May 1 each year. Bryawna Hogue will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Bryawna Hogue. Bryawna Hogue will notify Vinai Sinthavy of the summer break extended parent-time by May 15 each year. If the notification by Vinai Sinthavy is not timely, Bryawna Hogue may determine the schedule for extended parent-time for Vinai Sinthavy, so long as Bryawna Hogue has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's	(1) Holiday begins at 3 p.m.	Even years	Odd years

Holiday	Period	Vinai Sinthavy	Bryawna Hogue
Birthday	(2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.		
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Bryawna Hogue's Birthday	Bryawna Hogue will have parent-time each year on Bryawna Hogue's birthday from 3:00 p.m. until the following morning when Bryawna Hogue delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Vinai Sinthavy's Birthday	Vinai Sinthavy will have parent-time each year on Vinai Sinthavy's birthday from 3:00 p.m. until the following morning when Vinai Sinthavy delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

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

Transfer at beginning of parent-time will be by **Vinai Sinthavy** picking up/dropping off the children at this address:

Bryawna Hogue's home
3924s Stirrup Drive
West Valley City, Utah 84128
8016382697
hoguebm@gmail.com

Transfer at end of parent-time will be by **Vinai Sinthavy** picking up/dropping off the children at this address:

Bryawna Hogue's home
3924s Stirrup Drive
West Valley City, Utah 84128
8017035334
vpsinthavy@gmail.com

Curbside transfers

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

are made.

Decision-making

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

Sole decision-making.

13. Both Bryawna Hogue and Vinai Sinthavy will make decisions about education together.

14. Both Bryawna Hogue and Vinai Sinthavy will make decisions about health care together.

15. Both Bryawna Hogue and Vinai Sinthavy will make decisions about religion together.

Education plan

16. The school the children will attend is based on **Bryawna Hogue's** home residence.

17. Bryawna Hogue and Vinai Sinthavy has authority to check the children out of school. Bryawna Hogue and Vinai Sinthavy has access to the children during school. If the parents cannot agree, education decisions will be made by Bryawna Hogue.

Communication with each other

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

Communication with the children

19. The parents agree they will:

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

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

- By any method

Records and information sharing

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

Travel by the children

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

23. If the children will be travelling for more than 3 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

A licensed child care provider.

A relative, friend, or neighbor.

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

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

a. The written Notice of Relocation must include:

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

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

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

Relocation Schedule (Utah Code 81-9-209)

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

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

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

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

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

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

d. One weekend per month at the option and expense of the noncustodial parent.

The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

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

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

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

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

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

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

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. Mediation

Changing the plan

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

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

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

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

Military Parenting Plan: Notice of deployment

31. After receiving notice of deployment, a deploying parent will give written notice to the other parent within 7 days or as soon as reasonably possible. If the non-deploying parent has a protective order against the deploying parent, the deploying parent will give

written notice of deployment to the court. The written notice of deployment should include the destination, duration, and conditions.

Military Parenting Plan: Caretaking authority during deployment

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

- **Bryawna Hogue**, who is not deployed.
- **Vinai Sinthavy** will keep some caretaking authority.

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

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

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

Military Parenting Plan: Decision-making authority during deployment

35. The people given caretaking authority above will have decision-making authority to:

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

Military Parenting Plan: Resolving disputes

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

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

- a. Counseling

Military Parenting Plan: Contact with the deployed parent

38. There will be contact with the children and the deployed parent. **Bryawna Hogue** will arrange for the contact. Contact will be as follows:

- Frequency: weekly
- Duration: 1 hour
- Method: video call

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

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

b. **any means**

Military Parenting Plan: Child support not modified

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

41. Changing child support requires a court order.

42. The arrangements in this Military Parenting Plan terminate immediately upon return.

END OF PARENTING PLAN

Income: Petitioner (Bryawna Hogue) (Utah Code 81-6-203)

43. **Bryawna Hogue's** gross monthly income for child support purposes is **\$2000**.

Bryawna Hogue base child support amount using the **sole** custody calculation is **\$208**.

Bryawna Hogue receives the following gross monthly income:

- a. **Bryawna Hogue** is voluntarily unemployed. Based on **Bryawna Hogue's** work experience, **Bryawna Hogue** is capable of earning **0** per hour, or **\$2000** per month. (Utah Code 81-6-203)

Income: Respondent (Vinai Sinthavy) (Utah Code 81-6-203)

44. **Vinai Sinthavy's** gross monthly income for child support purposes is **\$8140**. **Vinai Sinthavy's** base child support amount using the **sole** custody calculation is **\$832**. **Vinai Sinthavy** receives the following gross monthly income:

45. The adjusted gross monthly income for **Vinai Sinthavy** is **\$8140**.

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

46. It is in the best interest of the children that **Vinai Sinthavy** be ordered to pay child support to **Bryawna Hogue** as follows:

- a. **\$832.00** per month base support. This amount complies with the Utah Child Support Act.

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

48. The **sole** custody worksheet was used to calculate child support.

Bryawna Hogue's base child support amount is **\$208** per month.

Vinai Sinthavy's base child support amount is **\$832** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child

support order.

- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

49. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

50. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

51. Child support will be paid as follows:

bank transfer

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

53. **Vinai Sinthavy** will pay any ORS fees. If **Bryawna Hogue** is the ORS applicant and the fees are withheld from payments to **Bryawna Hogue**, **Vinai Sinthavy** will reimburse **Bryawna Hogue**.

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

55. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

56. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

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

Dependent children for tax purposes

58. **Bryawna Hogue** may claim the parties' children as dependents/exemptions for tax purposes.

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

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

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

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

- **Vinai Sinthavy's** insurance will be primary coverage.
- **Bryawna Hogue's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Vinai Sinthavy's** spouse's insurance will be primary coverage.
- **Bryawna Hogue's** spouse's insurance will be secondary coverage.

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

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

e. The party who pays health care expenses must provide the other party written

verification of the cost and payment within 30 days.

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

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

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

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

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

Vinai will pay for childcare.

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

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

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

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

Vehicles

64. Vehicles will be divided as follows:

a.

Year: **2017**

Make: **Volvo**

Model: **XC90**

VIN: **YV4BC0PL7H1182914**

Owner (before divorce): **Bryawna Hogue**

Current value: **\$21,203.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelly Blue Book**

Ownership After Divorce: **Bryawna Hogue**

Loan: **N/A**

b.

Year: **2021**

Make: **Subaru**

Model: **Crosstrek**

VIN: **JF2GTAEC2MH681558**

Owner (before divorce): **Vinai Sinthavy**
Current value: **\$21,333.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book**
Ownership After Divorce: **Vinai Sinthavy**

I.

Lender: **America First Credit Union**
Address: **4976 W 3500 S, West Valley City, UT 84120**
Date Acquired: **N/A**
Amount Owed: **\$17,493.92**
Amounts Estimated: **no**
Monthly Payment: **\$356.79**

The debt will be paid as follows: **Vinai Sinthavy will pay the entire debt. Vinai Sinthavy will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

65. Bank and credit union accounts will be divided as follows:

a.

Account Number: **9398**
Account Type: **checking**
Institution Name: **America First Credit Union**
Address: **4976 W 3500 S, West Valley City, UT 84120**
Date Opened: **N/A**
Balance (US Dollars): **\$3,999.18**
Estimated: **no**
Owner: **Bryawna Hogue**
Co-Owner(s): **N/A**
Divide as follows: **Bryawna Hogue should be awarded the entire balance of \$3,999.18 from this money.**

b.

Account Number: **9398**
Account Type: **Savings**
Institution Name: **America First Credit Union**
Address: **4976 W 3500 S, West Valley City, UT 84120**
Date Opened: **N/A**
Balance (US Dollars): **\$10,450.06**
Estimated: **no**
Owner: **Bryawna Hogue**
Co-Owner(s): **N/A**

Divide as follows: **Bryawna Hogue** should be awarded the entire balance of **\$10,450.06** from this money.

c.

Account Number: **9398**

Account Type: **Savings**

Institution Name: **America First Credit Union**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$2,608.80**

Estimated: **no**

Owner: **Bryawna Hogue**

Co-Owner(s): **N/A**

Divide as follows: **Bryawna Hogue** should be awarded the entire balance of **\$2,608.80** from this money.

d.

Account Number: **9398**

Account Type: **Savings**

Institution Name: **America First Credit Union**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$2,086.06**

Estimated: **no**

Owner: **Bryawna Hogue**

Co-Owner(s): **N/A**

Divide as follows: **Bryawna Hogue** should be awarded the entire balance of **\$2,086.06** from this money.

e.

Account Number: **3166**

Account Type: **Savings**

Institution Name: **America First Credit Union**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$10,733.01**

Estimated: **no**

Owner: **Vinai Sinthavy**

Co-Owner(s): **N/A**

Divide as follows: **Vinai Sinthavy** should be awarded the entire balance of

\$10,733.01 from this money.

f.

Account Number: **3166**

Account Type: **Checking**

Institution Name: **America First Credit Union**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$900.69**

Estimated: **no**

Owner: **Vinai Sinthavy**

Co-Owner(s): **N/A**

Divide as follows: **Vinai Sinthavy should be awarded the entire balance of \$900.69 from this money.**

g.

Account Number: **3166**

Account Type: **bump certificate**

Institution Name: **AFCU**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$20,000.00**

Estimated: **no**

Owner: **Vinai Sinthavy**

Co-Owner(s): **N/A**

Divide as follows: **Vinai Sinthavy should be awarded the entire balance of \$20,000.00 from this money.**

h.

Account Number: **9398**

Account Type: **Bump Certificate**

Institution Name: **AFCU**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$3,000.00**

Estimated: **no**

Owner: **Bryawna Hogue**

Co-Owner(s): **N/A**

Divide as follows: **Bryawna Hogue should be awarded the entire balance of \$3,000.00 from this money.**

i.

Account Number: **9398**

Account Type: **Money Market**

Institution Name: **AFCU**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$9,080.27**

Estimated: **no**

Owner: **Bryawna Hogue**

Co-Owner(s): **N/A**

Divide as follows: **Bryawna Hogue should be awarded the entire balance of \$9,080.27 from this money.**

j.

Account Number: **9398**

Account Type: **Dedicated Savings**

Institution Name: **AFCU**

Address: **4976 W 3500 S, West Valley City, UT 84120**

Date Opened: **N/A**

Balance (US Dollars): **\$5,053.93**

Estimated: **no**

Owner: **Bryawna Hogue**

Co-Owner(s): **N/A**

Divide as follows: **Bryawna Hogue should be awarded the entire balance of \$5,053.93 from this money.**

Stock, bond, securities, or money market fund accounts

66. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.

Account Number: **9225**

Account Type: **stocks**

Institution Name: **Robinhood**

Address: **85 Willow Rd Menlo Park, CA 94025-3656**

Date Opened: **N/A**

Balance (US Dollars): **\$1,296.92**

Estimated: **no**

Owner: **Vinai Sinthavy**

Co-Owner(s): **N/A**

Divide as follows: **Vinai Sinthavy should be awarded the entire balance of \$1,296.92 from this money.**

67. This other property will be divided as follows:

a.

Description: **Gold bars**

Date acquired: **N/A**

Current value: **\$4,034.32**

Estimated: **yes**

Basis of estimation: **gold spot price calculator**

Ownership after divorce: **Bryawna Hogue will take 20g of gold. Vinai Sinthavy will take 12.5g of gold.**

Loan: **N/A**

b.

Description: **Silver Bars**

Date acquired: **N/A**

Current value: **\$2,252.64**

Estimated: **yes**

Basis of estimation: **silver spot price calculator**

Ownership after divorce: **both parties will split the silver 50/50.**

Loan: **N/A**

68. **Vinai Sinthavy will receive the following property:**

a. **large furniture**

69. This other property will be divided as follows:

Bryawna Hogue will take Louie the goldendoodle and Vinai Sinthavy will take Leo the aussiedoodle.

Debts

70. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **0709**

Institution Name: **Visa**

Address: **Chase**

Amount owed on debt (in US Dollars): **\$848.56**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Vinai P Sinthavy**

The debt will be paid as follows: **Vinai Sinthavy will pay the entire debt. Vinai Sinthavy will provide a copy of the divorce decree to the lender.**

Real property

71. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

Bryawna Hogue's Financial Need

72. **Bryawna Hogue's** net income (after taxes) is **\$0.00** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 0
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0

Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$ 0
Temporary Assistance for Needy Families (TANF), etc.	
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 0

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0
Total Monthly Tax Deductions	\$ 0

73. Bryawna Hogue's ability to earn is limited for the following reasons:

- a. caring for child of the **Vinai Sinthavy**
- b. other reasons **Bryawna is currently looking for full time employment that works with her schedule taking care of her son.**

74. **Bryawna Hogue** has taken these reasonable efforts to improve their employment situation:

- c. **Bryawna had accepted a part time position at Granite School District to get back into the workforce after being a stay at home mom for 4 years. The position had no benefits, but gave her work experience. Now that the school year is over, she is currently looking for full time work with benefits. She is also looking into getting certifications that might help with employment.**

75. **Bryawna Hogue** faces these reasonable barriers to improving their employment situation:

- d. **There are none.**

76. **Bryawna Hogue** will be receiving per month in child support in this case.

77. **Bryawna Hogue's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 1000
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 200
Clothing	\$ 20
Automobile payments	\$ 0
Automobile insurance	\$ 110
Automobile fuel	\$ 200
Automobile maintenance	\$ 50
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 100
Telephone	\$ 60
Paid television, cable, satellite	\$ 0

Internet	\$ 50	
Credit card payments	\$ 0	
Loans and other debt	\$ 0	
payments		
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 40	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 400	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other		\$ 50
insurance		
Entertainment	\$ 15	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other		\$ 0
Other		\$ 0
Total current monthly expenses		\$2295

78. Bryawna Hogue's marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 1500
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 400
Clothing	\$ 40
Automobile payments	\$ 357
Automobile insurance	\$ 165
Automobile fuel	\$ 250
Automobile maintenance	\$ 100
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 70
Paid television, cable, satellite	\$ 0
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 820
Extracurricular activities for children	\$ 40
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 275

Health care expenses\$ 0	
(excluding insurance listed	
above)	
Other	\$ 86
insurance	
Entertainment\$ 30	
Laundry and dry cleaning\$ 0	
Donations\$ 0	
Gifts\$ 0	
Union and other Dues\$ 0	
Garnishment or income\$ 0	
withholding order	
Retirement deposits\$ 624	
(including pensions, 401(k),	
IRA, etc.)	
Other	\$ 330
Other	\$ 100
Total marital monthly expenses	\$5187

79. The difference between **Bryawna Hogue's** monthly net income (including child support) and monthly expenses is **\$2,295.00** based on **current** expenses. This is **Bryawna Hogue's** monthly financial need.

Vinai Sinthavy's Ability To Pay

80. **Vinai Sinthavy's** net income (after taxes) is **\$6,990.02** per month. This amount is based on these sources of income.

Work (Including self	\$ 8139.77
employment, wages,	
salaries, commissions,	
bonuses, tips and overtime)	
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0

Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non- household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 8139.77

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 614.81
State Income Tax	\$ 358.4
Municipal Income Tax	\$ 0
FICA	\$ 70.16
Medicare	\$ 106.38

81. **Vinai Sinthavy** will be paying per month in child support in this case.

82. **Vinai Sinthavy's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 2400
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 200
Clothing	\$ 0
Automobile payments	\$ 378
Automobile insurance	\$ 100
Automobile fuel	\$ 100
Automobile maintenance	\$ 50
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 200
Telephone	\$ 80
Paid television, cable, satellite	\$ 0
Internet	\$ 35
Credit card payments	\$ 0
Loans and other debt	

payments	\$ 0	
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 820	
Extracurricular activities for	\$ 20	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 275	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other		\$ 28
insurance		
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 624	
(including pensions, 401(k),		
IRA, etc.)		
Other		\$ 50
Other		\$ 0
Total marital monthly expenses		\$5360

83. The difference between **Vinai Sinthavy's** monthly net income and monthly expenses (including child support) is **\$1,630.02**. This is **Vinai Sinthavy's** ability to pay alimony each month.

84. **Vinai Sinthavy** and **Bryawna Hogue** have been married for **8** years and **11** months.

85. The value of real property during the marriage is **\$0.00**

86. The value of personal property during the marriage is **\$48,822.96**.

Alimony Payment

87. **Vinai Sinthavy** will pay **Bryawna Hogue** **\$800.00** in alimony each month.
88. These are the reasons for this amount: **While I will need the help, Vinai also needs to cover his expenses and save for our child.**
89. Alimony will start the month immediately following entry of the divorce decree.
90. The payment schedule will be:
- one half by the 5th day of each month, and
 - the other half by the 20th day of each month.
91. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.
92. **Vinai Sinthavy's** alimony obligation will end the earliest of the following:
- 8 years and 11 months.
 - If **Bryawna Hogue** dies.
 - If **Bryawna Hogue** remarries.

Retirement money

Retirement money – retirement accounts

93. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).
94. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:
- a.
- Account Number: **5078**
Plan Name: **401(k)**
Plan Administrator: **LPL Finacial**
Company Name: **America First Credit Union**
Address: **4976 W 3500 S, West Valley City, UT 84120**
Date Opened: **Apr 15, 2022**
Plan Value: **\$29301.67**
This plan is in the name of: **Bryawna Hogue**
Divide as follows: **The entire account should be awarded to Bryawna Hogue.**

b.

Account Number: 9398

Plan Name: Roth IRA

Plan Administrator: AFCU

Company Name: AFCU

Address: 4976 W 3500 S, West Valley City, UT 84120

Date Opened: Apr 15, 2022

Plan Value: \$3130.13

This plan is in the name of: Bryawna Hogue

Divide as follows: The entire account should be awarded to Bryawna Hogue.

c.

Account Number: 6526

Plan Name: 401(k)

Plan Administrator: Voya

Company Name: Booz Allen

Address: 200 Park Avenue, New York, New York, 10166

Date Opened: Sep 30, 2022

Plan Value: \$55306.32

This plan is in the name of: Vinai Sinthavy

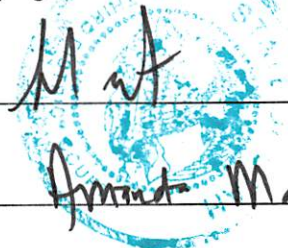
Divide as follows: The reitrement money should be awarded by percentage.

Bryawna Hogue should be awarded 50% and Vinai Sinthavy should be awarded 50%. Vinai Sinthavy should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 90 days after the divorce decree is entered.

Duty to sign documents

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

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

Date	<u>6/17/24</u>	Signature ▶	
		Judge	<u>Amanda Montague</u>
Date	_____	Signature ▶	_____

Commissioner _____

Approved as to Form.

Other Party
Signature ► Vinai Sinthavy

Other Party
Name Vinai Sinthavy

Certificate of Service

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

a.

Name: **Vinai Sinthavy**
Method of service: **Email**
Address: **vpsinthavy@gmail.com**
Date of Service: **Jun 16, 2026**

06/16/2026
Date

Signature ► Bryawna Hogue

Printed
Name Bryawna Hogue