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

In the Matter of the Marriage of,

BITA MESDAGHI, Petitioner,

and

PEJMAN MESDAGHI, Respondent.

DECREE OF DIVORCE

CIVIL NO. 254904902

JUDGE ADAM MOW

COMMISSIONER MICHELLE BLOMQUIST

WHEREFORE, the Court having entered its *Findings of Fact and Conclusions of Law*, reviewed the parties' *Stipulation and Settlement Agreement* and previous pleadings submitted to the Court, and for other good cause appearing, hereby,

ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

ADMINISTRATIVE PROVISIONS

1. This Court's exercise of jurisdiction is proper under, among other authorities, U.C.A. §78A-5-102 (general jurisdiction of district courts), U.C.A. § 81-4-405 (general authority of district courts respecting divorce actions), U.C.A. § 81-8-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")), and U.C.A. § 81-11-101 et seq. (the Uniform Children Custody Jurisdiction & Enforcement Act ("UCCJEA")).
2. Bita and Pejman are bona fide residents of Salt Lake County, State of Utah, and have been for at least three (3) months prior to the filing of this action.
3. Bita and Pejman are husband and wife, having been married April 9, 2011.

4. The parties have two minor children born of this marriage, to wit:
 - a. C.M., born November 15, 2014; and
 - b. D.M., born May 24, 2019.
 - c. No other children are expected.
5. The minor children have resided in Salt Lake County for at least six (6) months prior to this action, and Utah is the home state of the children.
6. Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, other than this action, there are no actions that deal with child custody and parent time issues and the parties are unaware of any proceedings for custody, child support, parent-time, a protective order or a criminal or delinquency case pending in regard to the minor children filed or pending in a court of Utah or any other state.
7. Neither party knows of a person who is not a party to this proceeding who has physical custody of the minor children or who claims to have custody or parent-time rights with respect to the minor children.
8. Neither party is currently receiving state benefits.
9. The parties believe all of the following to be fair, just, and in the best interest of the Minor Children.

PARENTING PLAN

10. Legal Custody: It is in the best interests of the parties' minor children that the parties be awarded joint legal custody of the minor children.
11. The parties agree that the minor children may be enrolled in therapy, and the parties shall

agree upon the therapist.

12. If the parties are unable to agree on any major decisions regarding the minor children's health, education, religion, or general welfare, then the parties shall attend one session of good-faith mediation prior to either party initiating legal action. In issues concerning the children's health, the parties shall defer to the advice of the children's pediatrician.

13. Each parent shall make the day-to-day decisions concerning the minor children while he/she is in the care of such parent. All other decisions concerning the minor children shall be discussed and agreed upon by both parents.

14. The parties agree that they shall cooperate and work together for the best interests of the children in making joint decisions regarding the children. The parties agree to inform each other when issues arise regarding the children and will do so within a reasonable period of time, prior to making significant legal-custody decisions. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party. The parties agree to then work together to make a decision within a reasonably short period of time, relative to the timeline presented by the urgency of the issue.

15. Each party agrees that they have the right to treat the children for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the children. The parties agree that each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the children's lives. Both parents agree

to provide notice to the other parent of issues relating to any illness, accident or other circumstance that affects the children's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the children, whether related to education, sports, arts, extra-curricular activities, church or other activities or events in which the children participates, so that both parents may attend or participate.

16. Physical Custody. It is in the best interest of the parties' minor children that the parties be awarded joint physical custody.

17. Parent-time shall be as the parties can agree, but if they cannot agree, then the parties shall share parent-time equally pursuant to U.C.A. § 81-9-305 based on a one week on, one week off parent-time schedule as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Pejman	Bitá	Bitá	Bitá	Bitá	Bitá	Bitá
Bitá	Pejman	Pejman	Pejman	Pejman	Pejman	Pejman

a. This parent-time schedule shall begin with Bitá's having the first initial week of parent-time beginning on Monday, June 1, 2026.

18. Parent-time exchanges for routine weekly parent-time shall occur on Monday, with the party beginning their parent-time picking up the minor children from school. If school is not in session, then parent-time exchanges shall occur at 9:00 a.m.

19. The parties shall share the responsibility of parent-time exchanges, with the receiving party responsible for picking up the minor children. Unless otherwise agreed upon, parent-time exchanges when school is not in session shall occur curbside. When school is in session, the

parent ending his, or her, parent-time shall drop the children off at school, and the parent beginning his, or her, parent-time shall pick the children up from school.

20. Holiday Parent-Time: The parties shall follow the holiday parent-time schedule in U.C.A. § 81-9-302 with the exception that the parties shall not celebrate Juneteenth for holiday parent-time. Bitá shall be designated as the custodial parent solely for the application of holiday schedule. The table below is attached for the convenience of the parties, but if the table conflicts with U.C.A. § 81-9-302, the statute shall control:

Holiday	Description	Father's Years	Mother's Years
MLK Day:	5:30 PM Friday – 8:30 PM Monday	Odd	Even
President's Day:	5:30 PM Friday – 8:30 PM Monday	Even	Odd
Spring Break:	5:30 PM the day school is out – 8:30 PM day before school resumes	Odd	Even
Memorial Day:	5:30 PM Friday – 8:30 PM Monday	Even	Odd
Juneteenth	Not observed	n/a	n/a
July 4th:	5:30 PM July 3rd until 8:30 PM on 5th	Odd	Even
July 24th:	5:30 PM July 23rd until 8:30 PM on 25th	Even	Odd
Labor Day:	5:30 PM Friday – 8:30 PM Monday	Odd	Even
Fall Break (UAE):	5:30 PM Wednesday – 8:30 PM Sunday	Odd	Even
Halloween:	If school day: end of school – 8:30 PM If weekend: 3 PM – 8:30 PM	Even	Odd
Thanksgiving:	5:30 PM – on the day that school is dismisses for the break until 8:30 PM the night before school resumes	Even	Odd
Christmas Break (1st Portion)	Last day of school before break beginning at 5:30 pm until 8:30 PM on December 27	Odd	Even
Christmas Break (2nd Portion)	8:30 PM on December 27 until 8:30 PM the night before school resumes.	Even	Odd
Child's Birthday (actual day)	3 PM – 8:30 PM on actual birthday	Even	Odd
Child's Birthday (day before or after)	3 PM – 8:30 PM on day before or after birthday	Odd	Even
Mother's Day	5:30 PM the night before until 8:30 PM on Mother's Day	Never	Always
Father's Day	5:30 PM the night before until 8:30 PM on Father's Day	Always	Never

21. Summer Parent-Time: In accordance with U.C.A. § 81-9-305(5)(a), party is entitled to up to two (2) weeks of uninterrupted parent time during the summer when school is not in session.

a. In odd years, Bitá has priority for selecting dates for uninterrupted summer parent-time and shall provide notice of her elected dates by May 1, and Pejman shall provide notice of his elected dates by May 15.

b. In even years, Pejman has priority for selecting dates for uninterrupted summer parent-time and shall provide notice of his elected dates by May 1, and Bitá shall provide notice of her elected dates by May 15. For the 2026 year, the deadlines will be pushed back 21 days.

c. If a parent fails to provide notification by the time listed, the compliant parent may determine the summer schedule for the non-compliant parent. Summer extended parent time takes precedence over all other holiday time except for Mother's Day and Father's Day.

22. Special consideration shall be given by each parent to make the parties' minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the parties' minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

23. Telephone, Mail, & Email Contact: Both parties shall be entitled to reasonable, uninterrupted, and unmonitored / uncensored telephone, videophone, skype, mail and e-mail contact with the minor children at reasonable hours and for reasonable duration(s) (which shall

be based upon each children's abilities, interests, schedules, and willingness to participate) while the other party is exercising parent-time with the children.

24. Relocation: If either party moves to a location that makes the agreed upon custody arrangement impracticable, the parties shall follow all the provisions required by U.C.A. §81-9-209.

MUTUAL RESTRAINTS

25. Both parties shall be prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of any children; speaking to any children about the issues in this case; attempting to influence any children's preference regarding custody or visitation; or attempting to diminish the love and affection of the children for the other parent.

26. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

27. Both parties shall communicate with each other in a civil manner at all times. The parties shall communicate in writing, with exception to medical, or other, emergencies which shall be communicated via telephone.

28. Both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove the children from such circumstances.

29. Neither party shall drink to the level of intoxication, use any illicit substance, or otherwise abuse a mind-altering drug at all the times the minor children is in their custody, control, and care.

CHILD SUPPORT

30. Child support shall be calculated pursuant to U.C.A. § 81-6-101, et seq. The child support obligation shall be calculated based upon the average of joint physical custody worksheets with each parent receiving 183 overnights on each worksheet. Child support shall be calculated based on Bitá's gross monthly income of \$18,750 and Pejman's gross monthly income of \$18,750. Based upon the average of the joint child support worksheets, neither party will have a child support obligation to the other.

31. Child support for a child shall continue until the month that a child becomes 18 years of age, or until the month of that child's normal and expected date of graduation from high school, whichever occurs later, or that child otherwise meets the provisions of U.C.A. § 81-6-213.

32. Pursuant to U.C.A. § 81-6-212(5), the parties have a right to adjust the base child support order by motion after three years from entry of this agreement if: (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

33. Pursuant to U.C.A. § 81-6-212(5), the parties have a right to modify the base child support order at any time by petition if there has been a substantial change in circumstances because of: (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, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE AND OTHER CHILD RELATED COSTS

34. Medical and Insurance Costs: The parties shall be responsible for providing health insurance for the benefit of the minor children if available from their employment at a reasonable cost. Otherwise, the parties shall work together to obtain health insurance for the minor children at a reasonable cost. Each party shall pay one-half of the out-of-pocket cost of the medical and dental insurance premium actually paid for the minor children's portion of the medical and dental insurance as provided in U.C.A. § 81-6-208.

35. Pursuant to U.C.A. § 81-6-208(9), at any time when the parties are sharing the cost of the health insurance premium, the minor children's portion of the premium is a per capita share 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 coverage.

36. Both parties shall share equally in all uninsured routine medical and dental expenses [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as other reasonable and

necessary uninsured medical and dental expenses of the minor children, in accordance with Utah Code Annotated § 81-6-208.

37. Both parties shall ensure that in-network providers that are covered by the insurance coverage are used for the children. If a party uses an out-of-network provider, they shall get the permission of the other party first, or they shall be solely responsible for any costs.

38. The party incurring a healthcare expense on behalf of the minor children shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment.

39. The other party shall have thirty (30) days from receiving written verification to reimburse the party that incurred the expense.

40. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to provide the above verification within the thirty-day time period.

41. Pursuant to Utah Code Annotated §§15-4-6.7, 81-3-105, and 81-4-406(3), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §§ 81-6-208, 81-4-204, or 81-6-208, or an administrative order under §62A-22-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a party who has paid in full that share of medical and dental expenses required to be paid by the party under the order.

42. Therefore, each party shall:

- a.** Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;

- b. Notify the particular creditor of that party's current address;
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that party under the order and also inform the particular creditor that it may not make a negative credit report under §70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a party who has paid in full that share of the medical and dental expenses required to be paid by that party under the order.

43. Each party shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

44. The party who maintains health insurance shall provide verification of coverage to the other party, upon initial enrollment of the minor children, and thereafter on or before January 2nd of each calendar year.

45. The party who maintains insurance shall provide written notice to the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

46. Pursuant to U.C.A. § 81-6-208(7)(a), if at any time a minor child is covered by both parties' health, hospital, or dental insurance plans, Bitá's health, hospital, or dental insurance plan shall be considered the primary insurance coverage, and Pejman's health, hospital, or dental insurance plan shall be considered secondary insurance coverage.

47. Childcare: Each party shall be responsible for their own childcare.

48. The parties shall share equally the children's school costs and expenses including registration and tuitions (as explained below), school lunches, and fees.

49. The minor children shall attend private school, with the parties sharing the cost equally. The minor children currently attend Saint John the Baptist Catholic Elementary School. It is anticipated that the minor children will then attend Saint John the Baptist Middle School and Juan Diego High School. The parties' agreement to share the minor children's tuition is part of the global resolution set forth herein which considered the totality of parties' incomes and marital estate.

50. Additional Child Costs: The parties shall share equally the costs of extracurricular activities for the children so long as both parents agree to the activity in writing. The parties shall also work together to cover any additional agreed-upon cost for the children (this may include, if the parties agree, phones, car insurance, vehicles, etc.)

51. Taxes: The parties shall share equally in claiming the minor children for tax purposes as follows:

a. When there are two minor children, Bita shall be entitled to claim C.M. in each tax year and Pejman shall be entitled to claim D.M. in each tax year.

b. When there is one minor child, Bita shall be entitled to claim D.M. in odd tax years, and Pejman shall be entitled to claim D.M. in even tax years.

52. All contact and communication between the parties shall be civil and limited to issues concerning the minor children. Unless the parties otherwise agree, all communication between the parties shall occur in writing (text message or email), except for the following:

- a. Medical emergencies, which shall be communicated via telephone immediately; and,
- b. Brief text message communication regarding immediate issues, such as unanticipated delay, when meeting to exchange the minor child for parent-time.

REAL PROPERTY

53. Pejman shall be awarded the marital home located at 12957 Summit Glacier Drive, Draper, Utah 80420, subject to the mortgage thereon. Beginning June 1, 2026, Pejman shall be responsible for all costs and expenses with the marital home, including the mortgage and utilities. Bitu shall have until June 1, 2026, to vacate the marital home.

54. Bitu shall be awarded the rental properties located at 1905 East University Drive, # 217, Tempe, Arizona 85281 ("Arizona Condominium") and 247 South 700 East, #31, Salt Lake City, Utah 84102 ("Salt Lake Condominium"), subject to the mortgages thereon.

55. A party awarded real property herein shall refinance any mortgage, which is held in the other party's name, by August 14, 2026. Each party shall cooperate in completing any documents necessary to transfer ownership or facilitate a refinance. Each party shall sign any deed for real property awarded to the other within 72 hours of a request.

56. Pashmak, LLC shall be dissolved once Bitu has refinanced the mortgage associated with the Arizona Condominium and all documents necessary for the transfer of ownership for the Salt Lake Condominium and Arizona Condominium have been completed.

FINANCIAL ACCOUNTS

57. The parties have the following joint accounts:

- a. Wells Fargo bank account ending in 5237 with an approximate balance of \$1,603.98;
- b. Wells Fargo bank account ending in 4943 with an approximate balance of \$7,291.21; and
- c. America First Credit Union Bank account ending in 5889 with an approximate balance of \$5,325.00.

58. The above joint accounts shall be divided with Bitra paying Pejman \$1,785.09 by May 28, 2026. The Wells Fargo accounts shall then be closed immediately. Pejman shall be awarded the America First Credit Union account subsequent to the division of the funds therein.

59. Bitra shall be awarded her:

- a. Wells Fargo bank account ending in 8858 (\$542.74).

60. Pejman shall be awarded his:

- a. America First Credit Union account, ending in 5889.

INVESTMENT AND RETIREMENT ACCOUNTS

61. The Fidelity accounts ending in 3875, 4394 and 4000, which have an approximate balance of \$24,628, shall be divided equally by May 28, 2026. Bitra shall be awarded the accounts subsequent to the division.

62. Bitra shall be awarded the following accounts:

- a. Fidelity Retirement Account (401(k));
- b. Fidelity account ending in 5660;
- c. Fidelity account ending in 8074;
- d. Fidelity account ending in 7974; and

e. Fidelity RHA.

63. Pejman shall be awarded his

- a.** T. Rowe Price IHC 401(k);
- b.** HCA 401(k);
- c.** Computershare HCA ESPP;
- d.** Fidelity account ending in 3525; and
- e.** Fidelity account ending in 3776.

DEBTS

64. Bitra shall assume the following debt:

- a.** Tesla lease;
- b.** Her American Express credit card;
- c.** Nordstrom credit card; and
- d.** Her Citi Bank credit card.

65. Pejman shall assume the following debt:

- a.** Mercedes lease;
- b.** His student loan debt; and
- c.** His America First Credit Union debt (credit card and line of credit) for the account ending in 5889.
- d.** Pejman shall pay Bitra \$750 within 14 days for his half of the Citi Bank credit card debt and the division of other debts.

66. A party assuming any debt as set forth herein shall remove the other party from that debt by August 12, 2026 and shall indemnify and hold the other party harmless thereon.

PERSONAL PROPERTY

- 67. Bita shall be awarded the Tesla subject to the lease.
- 68. Pejman shall be awarded the Mercedes subject to the lease.
- 69. Pejman shall be awarded the Hidden Valley Country Club membership.
- 70. The parties shall be awarded their personal effects and premarital separate property.
- 71. The parties shall divide the marital personal property as they can agree. If they cannot agree by May 31, 2026, then the parties shall make a list of all disputed personal property and each take turns selecting an item of personal property until it has been divided.

GLOBAL RESOLUTION

- 72. Pejman shall pay Bita \$35,000 by June 13, 2026 as part of the global resolution set forth herein. This property settlement and financial terms set forth herein are a complete and global resolution having considered the totality of the parties' marital estate, including income, assets, and liabilities.

TAXES

- 73. The parties shall file taxes separately beginning with the 2026 tax year.

MISCELLANEOUS

- 74. Each party shall be ordered to assume the costs of his, or her, own attorney's fees.
- 75. Bita shall be entitled to return to her maiden name of Bakhshandehpour should she so choose.

*******END OF ORDER*******

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

APPROVED AS TO FORM:

/s/ Charidan Maltby

Charidan Maltby

Attorney for Respondent

Electronically signed by Jacob K. Arijanto with permission from Charidan Maltby

NOTICE

Please take notice that pursuant to Rule 7, of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service served concurrently herewith. This document will be signed and entered by the Court unless objected to within seven days from the date on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd Day of May 2026, I personally served a true and correct copy of the foregoing DECREE OF DIVORCE via Email to:

Charidan Maltby

Charidan@coillaw.com

Attorney for Respondent

/s/ Nicole Wiley

Nicole Wiley

Paralegal to Jacob K. Arijanto