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Attorney for Petitioner

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

In the Matter of the Marriage of: MARK ABINADER, Petitioner, and KATHARINE COOK, Respondent.	DECREE OF ANNULMENT Case No. 264901029 Judge: Laura Scott Commissioner: Kim Luhn
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This matter having been presented to the Court on the parties' Stipulation, and the Court having considered the matter, the Stipulation of the Parties, and being fully advised in the premises, now makes, and enters as follows:

JURISDICTION AND GROUNDS

1. The bonds of matrimony heretofore existing by and between Petitioner Mark AbiNader ("Petitioner/Mark") and Respondent Katharine Cook ("Respondent/Katharine") are hereby dissolved and Petitioner is hereby awarded a Decree of Annulment from Respondent.
2. Petitioner and Respondent (collectively "the parties") are residents of Salt Lake County, State of Utah.

3. The parties were married on June 2, 2025, in Salt Lake City, Utah, and are presently married.
4. The parties separated in or about December 2025.
5. Pursuant to Utah Code Ann. § 81-4-3 *et seq.*, Utah Code Ann. § 78A-5-102 *et seq.*, and Utah Code Ann. § 81-4-303 respectively, this Court has jurisdiction and is the proper venue for this action.
6. The parties declare there is no chance of reconciliation and agree that grounds for annulment exist pursuant to Utah Code Ann. § 81-4-302.
7. Respondent is currently pregnant.
8. Pursuant to Utah Code Ann. § 81-5-204, Petitioner is presumed to be the father of this unborn child. Notwithstanding this presumption, DNA testing has been performed in pursuant to Utah Code Ann. § 81-5-5 *et seq.* that conclusively establishes that Petitioner Mark AbiNader is not the biological father of the unborn child.
9. The presumption of paternity arising from the parties' marriage is hereby rebutted as to this unborn child.
10. Therefore, Petitioner shall be hereby adjudicated as having no parental rights or responsibilities pertaining to the unborn child.
11. There are no other minor children, born or unborn to be addressed in this matter.

EQUITABLE PROPERTY DIVISION

12. The parties did not acquire any real property during the marriage that is subject to equitable division.

13. During the marriage, the parties acquired personal property, which shall be divided between the parties. Each party shall be awarded any of their premarital personal property and shall cooperate to ensure that each party has their personal property in their possession. If there is an issue regarding personal property, the parties shall return to mediation prior to seeking court intervention.

14. During the course of the marriage, the parties acquired no joint bank and savings accounts. Given the annulment agreed to herein, each party shall be awarded any financial accounts in their own names.

15. The parties have no business interests to equitably divide.

16. During the marriage, Petitioner and Respondent acquired certain debts. In order to equitably resolve these issues, each party will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Air conditioning and HVAC overhaul debt	Balance	Mark
Furnace repair debt	Balance	Mark
Any credit card debt or personal loan debt in Mark's name	Balance	Mark
Any credit card debt or personal loan debt in Katherine's name	Balance	Katherine

a. Neither party will incur any additional liability on joint debts.

b. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

c. The party assuming responsibility for any marital debts set forth herein shall indemnify and hold the other party harmless and defend the other party for payment of said debts. Each party shall take all reasonable steps to remove the name of the other party from such debt as soon as reasonably possible, unless a different deadline is set forth herein.

d. Except as otherwise described herein, each party shall be responsible for any debts in his/her own name.

e. Any joint debts later discovered and not addressed herein shall be the responsibility of the party who incurred the debt.

17. Within fifteen (15) days of entry of this Decree, Respondent shall reimburse Petitioner the actual cost of the paternity test, in the total sum of \$1,399.

18. Alimony shall not be awarded now or in the future in this matter. Both parties waive any claim they may have for past or future spousal support.

19. The parties agree to file their taxes separately for the 2025 tax year and each year thereafter. Each party shall be responsible for any shortfall in their individual tax returns.

MUTUAL RESTRAINTS

20. Both parties shall be restrained from making disparaging remarks to one another, either verbally, in writing or otherwise.

21. Both parties shall be restrained from harassing or threatening the other party.

22. The parties shall not enter the residence of the other party without permission from that party.

23. Each party shall be restrained from posting any disparaging or derogatory stories, pictures, statements about the other party on any social media sites.

24. Both parties shall be restrained from allowing third parties 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 such violations.

25. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

26. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

MISCELLANEOUS

27. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court. Emergency or enforcement actions shall not be subject to the mediation requirement.

28. Each party shall be responsible for his and her own health and medical insurance coverage. This provision shall become effective thirty (30) days after entry of the Decree of Divorce.

29. Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, and to cooperate

30. The parties agree to pay their own attorney fees and costs incurred in commencing and maintaining this action.

1. **THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

2.

Approval as to Form:

/s/ David Hunt

David Hunt

Attorney for Respondent

(Approved via email dated 6/27/2026)

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Alexandra Paschal, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on June 25, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

David Hunt

d.hunt@brownfamilylaw.com

Attorney for Respondent

/s/ Alexandra Paschal

Alexandra Paschal

Attorney for Petitioner