

Alexis Lacie Breen

Name

932 Kikkert Circle

Address

Millcreek, Utah 84124

City, State, Zip

808-209-4076

Phone

lexib28@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)

Alexis Lacie Breen

(name of Petitioner)

and

Timoci Cirinawasaliwa

(name of Respondent)

Other parties (if any)

Divorce Decree

264902835

Case Number

Chelsea Koch

Judge

Michelle Blomquist

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Alexis Lacie Breen** and **Timoci Cirinawasaliwa** 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: **Rokovi Curtis Veitokiyaki Kanoa Tupua**

Date of Birth: **Aug 4, 2019**

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: **Rokovi Curtis Veitokiyaki Kanoa Tupua**

Date of Birth: **Aug 4, 2019**

i.

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

Move-in Date: **Sep 1, 2023**

Address: **932 Kikkert Circle, Millcreek, Utah 84124 United States**

(1).

Caretaker at this address: **Alexis Breen**

Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**

United States

(2).

Caretaker at this address: **Timoci Cirinawasaliwa**

Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**

United States

ii.

Move-out Date: **Aug 31, 2023**

Move-in Date: **Aug 1, 2022**

Address: **448 W 13490 S , Draper, Utah 84020 United States**

(1).

Caretaker at this address: **Alexis**

Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**

United States

(2).
Caretaker at this address: **Timoci Cirinawasaliwa**
Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**
United States

iii.
Move-out Date: **Jul 31, 2022**
Move-in Date: **May 1, 2021**
Address: **7180 S 1300 E , Cottonwood Heights, Utah 84047 United States**

(1).
Caretaker at this address: **Alexis Breen**
Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**
United States

(2).
Caretaker at this address: **Timoci Cirinawasaliwa**
Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**
United States

iv.
Move-out Date: **Apr 30, 2021**
Move-in Date: **Dec 20, 2020**
Address: **8827 Ida Ln, Sandy , Utah 84093 United States**
(1).
Caretaker at this address: **Alexis Breen**
Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**
United States

(2).
Caretaker at this address: **Timoci Cirinawasaliwa**
Caretaker current address: **932 Kikkert Circle, Millcreek, Utah 84124**
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 **Alexis Lacie Breen** and **Timoci Cirinawasaliwa**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Alexis Lacie Breen** and **Timoci Cirinawasaliwa** 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 **Alexis Lacie Breen** and **Timoci Cirinawasaliwa**.

Children - custody

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

7. It is in the children's best interest that **Alexis Lacie Breen** be awarded Sole Legal and Sole Physical custody **Timoci Cirinawasaliwa** should have parent-time at reasonable times and places.

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

a. **Timoci Cirinawasaliwa** and **Alexis Breen** agree that **Alexis Breen** shall have sole physical custody and sole legal custody of **Rokovi Tupua**, and **Rokovi Tupua** shall primarily reside with **Alexis Breen**. The parties agree this arrangement provides stability and consistency for **Rokovi Tupua** and supports his extensive medical, developmental, and daily care needs. **Timoci Cirinawasaliwa** and **Alexis Breen** acknowledge that **Rokovi Tupua** has significant special needs and requires extensive daily care. **Rokovi Tupua** is unable to independently sit, walk, talk, or communicate his needs. He is wheelchair dependent, partially blind, requires daily medications, experiences seizures, and requires constant supervision, care, and monitoring. **Alexis Breen** is **Rokovi Tupua**'s primary caregiver and is responsible for his daily care, including administering medications three times daily, transporting him to and from school, coordinating and attending medical appointments, preparing meals, dressing, diapering, bathing, and maintaining communication with healthcare providers, therapists, and school staff. **Timoci Cirinawasaliwa** and **Alexis Breen** agree that consistency in caregiving, routines, medical care, and supervision is in the best interest of the child. **Timoci Cirinawasaliwa** and **Alexis Breen** agree that **Timoci Cirinawasaliwa** shall have parent-time consisting of two daytime visits per week, for up to three hours per visit, at times when **Rokovi Tupua** is not in school. **Timoci Cirinawasaliwa** shall also have every other weekend Saturday and Sunday daytime hours. **Rokovi Tupua** shall return home by 7:30 p.m. each evening to maintain his medication schedule and bedtime routine. **Timoci Cirinawasaliwa** and **Alexis Breen** agree that overnight parent-time shall not occur until **Timoci Cirinawasaliwa** demonstrates the ability to safely and consistently meet **Rokovi Tupua**'s

needs, including medication administration, personal care, nighttime routines, medical equipment needs, and the child's established schedule. Once Timoci Cirinawasaliwa demonstrates he can consistently provide the necessary care, the parties may agree to increase parent-time, including overnight parent-time, up to every other weekend as appropriate and in Rokovi Tupua's best interest. Neither parent shall use illegal drugs or misuse prescription medications during parenting time or within 24 hours prior to exercising custody or parent-time. Both parents shall ensure that Rokovi Tupua is cared for in a safe, sober, and stable environment at all times. No illegal substances shall be kept in the presence of Rokovi Tupua or within his residence. The parties acknowledge that evidence of illegal drug use, substance abuse, or impairment may constitute a material change in circumstances and may be considered by the Court in any future custody or parent-time proceedings. Timoci Cirinawasaliwa and Alexis Breen agree that if Timoci Cirinawasaliwa enters military service, training, or relocates which affects the schedule, the parties will cooperate in good faith to modify parent-time while continuing to prioritize Rokovi's medical and developmental needs. Timoci Cirinawasaliwa and Alexis Breen agree that this parent-time schedule is in the best interests of the child due to the child's extensive medical, developmental, and supervision needs.

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	Timoci Cirinawasaliwa	Alexis Lacie Breen
Dr. Martin Luther King Jr. Day	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Odd years	Even years

Holiday	Period	Timoci Cirinawasaliwa	Alexis Lacie Breen
Presidents' Day	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Even years	Odd years
Spring Break	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Odd years	Even years
Memorial Day	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m..	All years if Timoci Cirinawasaliwa is the mother or other parent granted Mother's Day in the order.	All years if Alexis Lacie Breen is the mother or other parent granted Mother's Day in the order.
Father's Day	(1) Holiday begins on Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m..	All years if Timoci Cirinawasaliwa is	All years if Alexis Lacie Breen is the

Holiday	Period	Timoci Cirinawasaliwa	Alexis Lacie Breen
		the father or other parent granted Father's Day in the order.	father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Even years	Odd years
Independence Day	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Odd years	Even years
Pioneer Day	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Even years	Odd years
Labor Day	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis	Odd years	Even years

Holiday	Period	Timoci Cirinawasaliwa	Alexis Lacie Breen
	Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.		
Fall Break	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Odd years	Even years
Halloween	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Even years	Odd years
Thanksgiving	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine.	Even years	Odd years

Holiday	Period	Timoci Cirinawasaliwa	Alexis Lacie Breen
	Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.		
Winter Break (First Half)	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Odd years	Even years
Winter Break (Second Half)	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Even years	Odd years
Day of Minor Child's Birthday	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Even years	Odd years
Day Before or After Minor Child's Birthday	Due to Rokovi Tupua's significant medical, developmental, and daily care needs, consistency in routines, medications, therapies, sleep schedules, and caregiving is important to his health, safety, and well-being. Timoci Cirinawasaliwa and Alexis Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.	Odd years	Even years

Holiday	Period	Timoci Cirinawasaliwa	Alexis Lacie Breen
	Breen agree that Rokovi Tupua shall primarily remain in the care of Alexis Breen during holidays and special occasions. Timoci Cirinawasaliwa may exercise daytime parent-time on holidays and special occasions by mutual agreement of the parties, provided such parent-time does not interfere with Rokovi Tupua's medical needs, medication schedule, therapy appointments, educational obligations, or established bedtime routine. Timoci Cirinawasaliwa and Alexis Breen agree that any holiday or special occasion schedule shall be implemented in a manner that prioritizes Rokovi Tupua's health, safety, stability, and best interests.		

Parent-time transfers

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

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

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.

Education plan

13. The school the children will attend is based on **Alexis Lacie Breen's** home residence.

14. Alexis Lacie Breen has authority to check the children out of school. Alexis Lacie Breen has access to the children during school. If the parents cannot agree, education decisions will be made by Alexis Lacie Breen.

Communication with each other

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

Communication with the children

16. 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.

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

- By telephone
Parents will maintain voice mail so the children can leave and receive messages.
- By text

Records and information sharing

18. 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

19. 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.

20. If the children will be travelling for more than 7 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 3 days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **The parties agree Rokovi Tupua shall not travel with Timoci Cirinawasaliwa.**

Child care

22. 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)

23. If either parent moves 150 miles or more 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.

- 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.
- 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.

24. If either parent lives 150 miles or more away from the other, or if the parents live a

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.
 - (A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
 - (B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and
 - ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on 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.
 - (A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
 - (B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and
 - ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.
- c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:
 - i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and
 - ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and
 - iii. the noncustodial parent will return the child 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 a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

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 this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

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

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

25. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved**.

26. 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.

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

Changing the plan

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

END OF PARENTING PLAN

Income: Petitioner (Alexis Lacie Breen) (Utah Code 81-6-203)

28. **Alexis Lacie Breen's** gross monthly income for child support purposes is **\$849**. **Alexis Lacie Breen** base child support amount using the **sole** custody calculation is **\$60**. **Alexis Lacie Breen** receives the following gross monthly income:

- a. **Alexis Lacie Breen** has the following income from any of these sources:
Source: Caregiver compensation, Monthly amount: \$156.00

Income: Respondent (Timoci Cirinawasaliwa) (Utah Code 81-6-203)

29. **Timoci Cirinawasaliwa's** gross monthly income for child support purposes is **\$3300**. **Timoci Cirinawasaliwa's** base child support amount using the **sole** custody calculation is **\$480**. **Timoci Cirinawasaliwa** receives the following gross monthly income:

- a. **Timoci Cirinawasaliwa** is voluntarily unemployed. Based on **Timoci Cirinawasaliwa's** work experience, **Timoci Cirinawasaliwa** is capable of earning 0 per hour, or **\$3300** per month. (Utah Code 81-6-203)

30. The adjusted gross monthly income for **Timoci Cirinawasaliwa** is **\$3300**.

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

31. It is in the best interest of the children that **Timoci Cirinawasaliwa** be ordered to pay child support to **Alexis Lacie Breen** as follows:

- a. **\$480.00** per month base support. This amount complies with the Utah Child Support Act.

32. 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.

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

Alexis Lacie Breen's base child support amount is **\$60** per month.

Timoci Cirinawasaliwa's base child support amount is **\$480** 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

34. 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.
35. 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.
36. **Alexis Lacie Breen** will give **Timoci Cirinawasaliwa** the information needed to set up direct deposit through **Timoci Cirinawasaliwa's** employer. Once **Timoci Cirinawasaliwa** has the information, **Timoci Cirinawasaliwa** will have **Timoci Cirinawasaliwa's** employer set up direct deposit to an account of **Alexis Lacie Breen's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.
37. The issue of past-due child support may be decided by future court or administrative action.
38. **Timoci Cirinawasaliwa** will pay any ORS fees. If **Alexis Lacie Breen** is the ORS applicant and the fees are withheld from payments to **Alexis Lacie Breen**, **Timoci Cirinawasaliwa** will reimburse **Alexis Lacie Breen**.
39. The parties must notify each other within 30 days of any change in their income.
40. 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).
41. 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))

42. The parties will do the following for child related support or expenses:

a. Child support is based on previous income for Timoci Cirinawasaliwa. The parties acknowledge that child support may be modified in the future upon a substantial change in circumstances, including Respondent's employment or change in income, in accordance with the Utah Child Support Guidelines and upon filing a motion to modify with the court.

43. 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

44. **Alexis Lacie Breen** may claim the parties' children as dependents/exemptions for tax purposes.

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

45. 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),

46. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children 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:

- **Alexis Lacie Breen's** insurance will be primary coverage.
- **Timoci Cirinawasaliwa'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:

- **Alexis Lacie Breen's** spouse's insurance will be primary coverage.
- **Timoci Cirinawasaliwa'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)

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

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

48. 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)

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

Vehicles

50. Vehicles will be divided as follows:

a.

Year: **2018**

Make: **Dodge**

Model: **Grand Caravan**

VIN: **N/A**

Owner (before divorce): **Alexis Breen and/ or Timoci Cirinwasaliwa**
Current value: **\$6,500.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book**
Ownership After Divorce: **Alexis Lacie Breen**
Loan: **N/A**

b.

Year: **2012**
Make: **Jeep**
Model: **Grand Cherokee Larado**
VIN: **N/A**
Owner (before divorce): **Timoci Cirinawasaliwa and/ or Alexis Breen**
Current value: **\$6,500.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book**
Ownership After Divorce: **Timoci Cirinawasaliwa**
Loan: **N/A**

Bank and credit union accounts

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

a.

Account Number: **5603**
Account Type: **checking**
Institution Name: **Chase Bank**
Address: **2855 E 3300 S Salt Lake City, UT 84109**
Date Opened: **N/A**
Balance (US Dollars): **\$2,630.69**
Estimated: **yes**
Estimation basis: **amount on 6/14/26**
Owner: **Alexis Lacie Breen and Timoci Cirinawasaliwa**
Co-Owner(s): **N/A**
Divide as follows: **Both parties agree to divide equally (50/50) upon entry of the Decree of Divorce**

b.

Account Number: **7908**
Account Type: **savings**
Institution Name: **Chase Bank**
Address: **2855 E 3300 S Salt Lake City, UT 84109**

Date Opened: **N/A**
Balance (US Dollars): **\$4,247.22**
Estimated: **yes**
Estimation basis: **amount on 6/14/26**
Owner: **Alexis Lacie Breen and Timoci Cirinawasaliwa**
Co-Owner(s): **N/A**
Divide as follows: **Both parties agree to divide equally (50/50) upon entry of the Decree of Divorce**

c.

Account Number: **9915**
Account Type: **savings**
Institution Name: **Goldman Sachs Bank USA**
Address: **PO Box 70379 Philadelphia, PA 19176-0379**
Date Opened: **N/A**
Balance (US Dollars): **\$7,324.07**
Estimated: **yes**
Estimation basis: **amount on 6/14/26**
Owner: **Alexis Lacie Breen and Timoci Cirinawasaliwa**
Co-Owner(s): **N/A**
Divide as follows: **Both parties agree to divide equally (50/50) upon entry of the Decree of Divorce**

52. **Alexis Lacie Breen** will receive the following property:

- a. **King size bed, frame, night stands, and bedding**
- b. **Rokovi Tupuas's queen bed, frame, dresser, and bedding**

53. **Timoci Cirinawasaliwa** will receive the following property:

- a. **Queen size bed, frame, night stand, dresser, and bedding**

Debts

54. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

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

Alimony

56. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

57. 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).

58. 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: **none**

Plan Name: **401 (K)**

Plan Administrator: **unknown**

Company Name: **Goldman Sachs**

Address: **unknown**

Date Opened: **Jul 1, 2022**

Plan Value: **\$12915.5**

This plan is in the name of: **Timoci Cirinawasaliwa**

Divide as follows: **Timoci Cirinawasaliwa and Alexis Breen agree that Timoci Cirinawasaliwa shall retain ownership and control of his 401(k) retirement account. Alexis Breen waives any claim to receive a division of the 401(k) account through a Qualified Domestic Relations Order (QDRO). In exchange for Alexis Breen waiving her interest in the 401(k), Timoci Cirinawasaliwa shall pay Alexis Breen fifty percent of the entire balance when the Decree of Divorce is signed by the court. No QDRO is required because the 401(k) is not being divided by transfer. Payment shall be made in twenty-four equal monthly installments over a period of two years. Payments shall be made by method agreed by both parties. If Timoci Cirinawasaliwa fails to make payments as agreed, Alexis Breen may seek enforcement of this obligation through the Court. This obligation shall be considered a property division obligation under the Decree of Divorce and shall survive entry of the Decree until paid in full. Timoci Cirinawasaliwa should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 120 days after the divorce decree is entered.**

Additional provisions

59. The parties will adhere to the following additional provisions:

a.

Additional Provision: **Alexis Breen shall retain sole possession of the rental property and remain the sole leaseholder, as the lease is currently in her name only. Timoci Ciriniawasaliwa shall vacate the residence upon entry of the divorce decree or within a timeframe ordered by the court. The parties are in full agreement on all issues in this case and jointly request that the Court enter the Decree of Divorce based upon this Stipulation without a hearing. Both parties waive any right to appear at a final hearing unless the Court determines a hearing is necessary.**

Duty to sign documents

60. 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.

JULY 6, 2026 Signature ▶ A. Chelset Koch
Date

Judge KOCH

Date Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party
Signature ▶ [Signature]

Other Party Timoci Cirinawasaliwa
Name

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: **Timoci Cirinawasaliwa**

Method of service: **Hand Delivery**

Address: **932 E Kikkert Circle Millcreek, UT 84124**

Date of Service: **Jun 17, 2026**

06/16/2026

Date

Signature

Alexis Lacie Breen

Printed
Name

Alexis Lacie Breen