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

In the matter of the marriage of: ALAN CHRISTOPHER AGUILAR and ANASTASIA ELORE AGUILAR	DECREE OF DIVORCE Case No: 264902108 Judge: RICHARD DAYNES Commissioner: MICHELLE BLOMQUIST
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The above-captioned matter having come before the above-referenced Court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised states:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Provisions Relating to Termination of Marriage

1. Alan and Anastasia were married in Salt Lake City, Utah, on November 16, 2019.
2. The parties are awarded a divorce on the grounds of irreconcilable differences and the marriage between the parties is hereby terminated.

3. Alan is awarded a divorce from Anastasia on the grounds of irreconcilable differences.

Provisions Relating to Minor Children

4. The parties have three minor children: M.R.A. (03/13/2017), W.G.A. (04/16/2020) and D.A.A. (12/18/2021).

Provisions Relating to UCCJEA

5. Utah has jurisdiction over the custody, parent-time, and child support issues described herein pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act ("UCCJEA") because Utah is, and was at the time the Petition was filed, the home state of the subject minor children as defined in Utah Code Section 78B-13-102(7).

Provisions Relating to Rule 100

6. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the UCCJEA, Utah Code 78B-13-101 et seq. and the Uniform Interstate Family Support Act, Utah Code 78B-14-101 et seq., the parties are unaware of the existence of any of the following:
 - a. a case in which a party to this action or the party's children is the subject of a petition or order involving child custody, child support or parent time;
 - b. a criminal or delinquency case in which a party to this action or the party's children is a defendant or respondent; or
 - c. a protective order case involving a party to this action.

Provisions Relating to Legal Custody

7. The parties are awarded joint legal custody of the minor children.

Parenting Plan

Decision Making

- 9.** Each party may make day to day decisions while the children are in their care or custody.
- 10.** Each party may make emergency decisions while the children are in their care or custody but must notify the other parent of the emergency as promptly as possible under the circumstances.
- 11.** The parties will discuss all important or major decisions; including, but not limited to, non-emergency medical decisions, educational decisions, and religious decisions; regarding the minor children and make good faith efforts to come to an agreement.

Dispute Resolution

- 12.** Regarding day to day decisions:
 - a.** With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.
- 13.** Major Decisions

- a. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties will confer and work together in good faith to reach joint decisions regarding these matters. Shall a dispute arise relating to these matters (i.e. the health, education, or religion of the child), the parties will adhere to the following dispute resolution procedure:—
- b. Notice: The parties will notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
- c. Information: The parties will exchange all relevant information and/or documentation pertaining to the matter in dispute.
- d. Discussion: The parties will then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
- e. Consultation: If a decision cannot be reached after consulting in good faith, the parties will consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
- f. If the parties still cannot agree, Anastasia will have final say subject to Alan asking for mediation at a cost of 50/50 each party and court review explained below.
- i. Mediation: If Alan wishes, the parties will promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.

ii. Court Review: If the parties still cannot agree after mediation either party may bring the issue before the court.

g. No Undue Delay: Neither party will cause any undue delay in utilizing this decision-making process and will pursue the speedy resolution of all disputes.

Education Plan

14. The residence of Anastasia will be used for the purpose of identifying where the children will be enrolled in school unless the parties agree otherwise.

15. Both parties may have authority to check the children out of school but will not do so without good reason nor will they do so in order to exercise parent-time.

Holidays

16. Holiday parent-time will be shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to agree they will be divided pursuant to the provisions of the following table (with Anastasia designated as the custodial parent only for holiday purposes):

17. Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even Years
President's Day	(1) Holiday begins Friday at:	Even Years	Odd Years

	(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.		
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 if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
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 if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
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	Even Years	Odd Years

	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.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd Years	Even Years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years	Even Years
Thanksgiving	(1) Holiday begins on Wednesday	Even Years	Odd Years

	at: 8 (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

Uninterrupted/Extended Time

18. The parties will each have two weeks of uninterrupted time in the summer. Each party will notify the other party of when they intend to take their uninterrupted time by May 1st of each year Anastasia having first choice in odd years and Alan having first choice in even years.

19. There will be no additional extended or interrupted time except by written agreement of the parties.

Notice for Travel

20. For emergency purposes, whenever the children travel with either parent, all of the following will be provided to the other parent:

- (a) an itinerary of travel dates;
- (b) destinations;
- (c) places where the children or traveling parent can be reached; and
- (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

Relocation

21. If a party intends to move 150 miles or more from the residence of the other parent, they will be required to provide 60 days advance written notice of their intent to relocate.

22. If the parties cannot agree as to how the relocation will affect parent-time, travel costs, or other aspects of the parenting plan or orders of the court, then they will be required to follow the provisions of Utah Code Section 81-9-209 regarding the relocation.

Mutual Restraints

23. Each party will be mutually restrained from:

- a. Saying anything demeaning or derogatory about the other party in the presence of the minor children and will remove the child from third parties engaged in such conduct;
- b. Discussing adult issues, including this action with the children and will remove the children from third parties engaged in such conduct;

- c. Using the children as messenger or courier between them;
- d. Questioning the children about their parent-time or relationship with the other parent, interrogating the children about their visitation with the other parent, discussing this case with the children, or bribing or coaching the children to make statements regarding custody or visitation;
- e. Communicating with each other in any manner that is unprofessional, uncivil, or derogatory; that uses name calling, vulgarity, or otherwise inhibits a healthy co-parenting relationship.
- f. Saying anything demeaning or derogatory about the other party's religious beliefs or lack thereof in the presence of the minor children. Neither party will permit third parties to engage in such conduct.

24. Parties will not allow or permit third parties to do anything that they themselves are restrained from doing under this Parenting Plan.

Virtual Parent-Time/Telephone Contact

25. As long as equipment and service are available, both parents will be entitled to virtual parent-time, telephone calls, and texting with the minor children during the other parent's time, as long as it is at a reasonable hour, for a reasonable duration, and is not disruptive to the plans and activities of the parent who has physical custody of the children at the time.

Provisions Relating to Romantic Partners

26. The parties agree that they will ~~date~~ date someone for six (6) consecutive months prior to introducing them to the minor children. The parties agree to this limitation to keep the minor children from seeing non steady romantic partners.

a. The parties further agree to not have overnight guests when they are exercising parent time until they have met the requirement above. The parties agree to not leave the kids alone with anyone romantic in nature unless the other parent has met said person and they have been dating for six (6) consecutive months prior to them being left alone with the kids.

****End of parenting plan****

Provisions Relating to Physical Custody

27. The parties will be joint physical custody of the minor children.

Provisions Relating to Parent-Time

28. The parties will share parent time as they can agree. However, if the parties cannot agree they will share parent time based on 60/40 custody in favor of Anastasia. The parties will follow Utah Code §81-9-303 if they cannot agree otherwise.

Provisions Relating to Right of First Refusal

29. If either party is unable to supervise the minor children for an overnight period or longer during their parent-time, the parent not exercising parent-time will have the right to exercise parent time instead of using surrogate care.

a. Supervision by stepparents or grandparents will not count for triggering the right of first refusal.

Provisions Relating to Child Support

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- 30. Alan's gross monthly income is approximately \$3,614.52 per month.
- 31. Anastasia's gross monthly income is approximately \$6,988.80 per month.
- 32. In accordance with the income of Alan and Anastasia, Alan is ordered to pay child support to Anastasia consistent with the state guidelines, in the amount of \$322.00 per month (145 for Alan and 220 for Anastasia).
- 33. Child Support will begin when Alan finishes nursing school. The parties have agreed for child support to start at this time because of Alan's tuition and other costs.
 - a. Alan will pay one half of child support on the first day of the month and pay the second half by the 15th of the month. Alan can also pay it all by the first of the month if he so chooses.

Provisions Relating to Extracurricular Activities and School Fees

- 34. The parties are ordered to equally share the cost of extracurricular activities that the children are involved in or will be involved in. Additionally, they are required to equally share the costs of any future extracurricular activities that the parties mutually agree upon in writing.
- 35. The Parties are required to equally share all school fees.

Provisions Relating to Health Insurance

- 36. Pursuant to Utah Code §81-6-208, the parties are ordered to provide the minor children with medical and dental insurance coverage if available at a reasonable cost.
 - a. The parties are each required to pay ½ of the medical and dental insurance premiums for the minor children on a per capita basis per statute.

- b. If, at any point in time, a dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the parent who can secure the best insurance will be primary coverage for the dependent children, and the health, hospital, or dental insurance plan of the other parent will be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by the parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent children.
- c. Both parents will provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or will have known of the change.
- d. Each parent will pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor children, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.
- e. The parent who incurs medical expenses will provide written verification of the cost and payment of medical expenses to the other parent within thirty (30)

days of payment and the parent receiving the written verification will pay their share of the medical expense within 30 days of receiving written verification.

g. In addition to any other sanctions provided by the Court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with above.

Provisions Relating to Childcare

37. Each party pays one-half of all child care or daycare related costs per Utah Code §81-6-209.

Provisions Relating to Taxes

38. The parties will alternate claiming three minor children for tax purposes. Anastasia will claim two minor children in even years and Alan will claim two minor children in odd years. When only two children remain, the parties will each claim a minor child. When only one child remains the parties will alternate the minor child with Anastasia having the claim in even years with one child remaining and Alan having the claim in odd years with only one child remaining.

Provisions Relating to Alimony

39. Both parties are able to support themselves and are not in need of alimony. Alimony will be waived by both parties now or forever in the future.

Provisions Relating to Real Property

40. The parties lived at a residence together during the marriage at 6248 W. Bona Dea Blvd. West Valley City, UT 84129.

- a. The parties agree that Alan will get \$10,000 out of the sale of the home whenever that occurs but no later than when the last minor child emancipates.

Provisions Relating to Personal Property

- 41. Each party is awarded their own separate personal property that they acquired before their marriage.
- 42. Alan is awarded:
 - a. 2020 Tesla Model 3 and any debt associated with it.
- 43. Anastasia is awarded:
 - a. The 2014 Kia Sedona and any debt associated with it.
- 44. All other personal property will be awarded to the person already in possession of it. The parties wave any claim to the property not currently in their possession unless described herein.

Provisions Relating to Financial/Bank Accounts

- 45. The parties have a joint account at Mountain America Credit Union (001344614) this account will be closed after Alan receives his individual tax return for 2025, the tax refund will be awarded solely to Alan and then the account will be closed within thirty (30) days of Alan receiving the refund.
- 46. The parties will be filing taxes married filing separately for 2025.
- 47. Each party will be awarded the accounts in their own names free and clear of any claim by the other party.

Provisions Relating to Investment Accounts and Retirement Accounts

48. The parties will each keep the retirement accounts in their own name free and clear of any claim by the other party.

Provisions Relating to Debts

49. The parties do not have any marital debt to divide besides the vehicles explained in personal property.

50. Each party is solely responsible for the debt that they have incurred in their own name. Neither party will have claim against the other for debt that is solely in their own name.

51. If any additional marital debt is discovered, the parties will divide it 50/50.

Provisions Relating to Life Insurance

52. Alan maintains a policy with a value of \$1 million and Anastasia is listed as the beneficiary. Alan will maintain the policy until the last child emancipates to cover child support or other expenses if he were to pass away.

53. Anastasia will also maintain a small policy if available at a reasonable cost through work with Alan as the beneficiary for the benefit of the minor children. The policy would also be maintained until the last child emancipates.

Provisions Relating to Business

54. The parties acquired one business during the marriage which is currently in both of their names, Wicked Cute Nerd LLC. The parties agree that this business and its assets/debts be awarded to Alan free and clear of any claim by Anastasia.

55. The parties are unaware of any additional businesses but if they are discovered the parties agree that the business will be awarded to the person named on the business.

Provisions Relating to Attorney's Fees and Costs

56. The parties will each pay their own attorney's fees and costs incurred in prosecuting this action.

Miscellaneous Provisions

57. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

****SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE****

Approved as to Form:

/s/ Anastasia Aguilar

Anastasia Aguilar

Respondent

Signed by Brock Wamsley. Original signed by Anastasia Aguilar on File at Wamsley &

Associates LC.