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Attorney - Mediator

*Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY DEPARTMENT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of DANIEL CARDOSO RAITANI, Petitioner, and KAREN COLETTE RAITANI, Respondent.	DECREE OF DIVORCE Case No: 264903304 Judge: Derek Williams Commissioner: Russell Minas

The Petitioner, Daniel Cardoso Raitani, and the Respondent, Karen Colette Raitani, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There is one minor child born or adopted between the parties, to wit: M.D.R. (born September 2012).
2. The parties are awarded joint legal custody of the minor child. The parties shall be governed by the Parenting Plan set forth herein.
3. The Respondent is awarded sole physical custody of the minor child. Parent-time with the minor child shall be as the parties may agree with the minor child sleeping primarily at Respondent's residence. Parties shall consider the child's desires and schedules in developing a parent time schedule. If the parties are unable to agree on a parent-time schedule, then they shall follow the parent time schedule as outlined in UCA §81-9-302.
4. In addition, holiday parent-time shall be as the parties agree. If the parties do not agree, then they shall follow the holiday parent-time schedule set forth in UCA §81-9-302 and as follows:

Holiday	Holiday Time Period	Petitioner (Daniel)	Respondent (Colette)
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	Odd Years	Even Years

	(c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. on Dr. Martin Luther King Jr. Day		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. on the day before school resumes	Even Years	Odd Years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. 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.	Every year with Mother	Every year with Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 6 p.m. on the day before JNFD if the day before JNFD is not Father's Day; or (b) 9 a.m. on JNFD if the day before JNFD is Father's Day (2) Holiday ends at 6 p.m. on the day following JNFD.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years	Odd Years
Labor 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 pm. on Labor Day.	Odd Years	Even Years
Fall Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years

Halloween	(1) Holiday begins on October 31 st 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
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 pm. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 pm.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27 th 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

5. Respondent's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.
6. In the event either party moves 150 miles or more away from their current residence, the parties agree to follow the provisions of UCA §81-9-209, the Relocation Statute.

CHILD SUPPORT

7. Petitioner is currently self employed and has a gross monthly income of \$8,000.00 for the purposes of calculating child support.

8. Respondent is currently unemployed, however based on her experience and ability to work, it is reasonable and appropriate to impute her to a gross monthly income of \$2,000.00 for the purposes of calculating child support.
9. The sole custody worksheet shall be used with the Petitioner's income set at \$8,000.00 and the Respondent's income set at \$2,000.00.
10. Pursuant to U.C.A. §81-6-101 et seq a child support order shall be entered pursuant to the statutory guidelines as follows:
 - a. Petitioner shall be ordered to pay Respondent the sum of \$821.00 per month, however, the parties have agreed to an upwards deviation of the child support and the Petitioner shall pay the Respondent \$1,500.00 per month for child support purposes. Child support shall begin the first of the month following the date of entry of the Decree of Divorce. This monthly amount shall be adjusted to reflect the percentage change in the Consumer Price Index (CPI-U) over the preceding twelve-month period. Petitioner's child support obligation shall terminate entirely following the final payment due in September 2036.
 - b. The base child support award should be reduced by 50% for the minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent

time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

- c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.
- d. There are currently no child support arrearages.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

11. Pursuant to U.C.A. §81-6-208 (2024) as amended:

- a. Either Petitioner or Respondent shall maintain insurance for medical expenses for the benefit of the minor child where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.

- b. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children. This amount shall be automatically deducted from or added to the child support paid or owed.
 - c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.
 - d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.
 - e. 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 provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
12. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work related child care expenses of the parents. Due to the age of the child, daycare is not anticipated.

EXTRACURRICULAR ACTIVITIES, SCHOOL, & MISCELLANEOUS COSTS

13. Petitioner shall be responsible for a vehicle for the minor child when he turns sixteen (16) years of age. The purchase price on a loan with monthly payments, shall not exceed \$15,000. The car may be worth up to \$45,000 if paid in full with no debt payments.
14. Respondent shall be responsible for the following expenses related to the minor children:
 - a. Cell phone
 - b. Car insurance for a vehicle that fits the specified price ranges
 - c. School fees and costs
 - d. Extra-curricular activities

TAX EXEMPTION

15. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes with Petitioner claiming M.D.R. in odd years and Respondent claiming M.D.R. in even years.
 - a. Example: in 2027, the Respondent would claim the child for the year 2026's taxes.
 - b. If one will not claim the dependent on their year, they shall notify the other parent so they can claim the child on their tax filings.

16. For the Petitioner to claim the minor child, he must be current on all his child support expenses prior to the end of the tax year.

PERSONAL PROPERTY

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.
18. During the course of the marriage, the parties acquired certain items of personal property.
19. Respondent shall be awarded all furnishings in the home.
20. All other personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties.
21. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2021 Sprinter cargo van	X		
2021 Mercedes GLE350		X	See details below.

22. Respondent is awarded the 2021 Mercedes SUV as her sole and separate property.

Through November 2027, Petitioner is ordered to make all standard, on-time monthly auto loan payments (approximately \$1,100.00/month) and maintain full auto insurance premiums on the vehicle. Petitioner shall ensure the insurance policy officially lists Respondent as the primary driver and reflects Respondent's current garaging address.

23. Petitioner shall keep all accounts in good standing until the loan is fully satisfied.

Upon final payoff, Petitioner shall sign and transfer the clear title to Respondent within thirty (30) days. Petitioner shall indemnify and hold Respondent harmless regarding this debt. If Petitioner fails to make required payments, allows the insurance to lapse, files for bankruptcy, or allows the vehicle to be repossessed by the lienholder, Petitioner shall immediately owe Respondent a lump-sum cash payment equal to the fair market retail value of the vehicle at the time of the loss.

24. In the event the 2021 Mercedes GLE350 becomes non-repairable by fixes that require over 50% of the current Kelly Blue Book value for private resell in a period of 12 months or is deemed a total loss during said ten (10) year period, Petitioner shall provide Respondent with a replacement non-luxury vehicle of reasonably comparable reliability and functionality approved by the Respondent.

25. Respondent shall be solely responsible for all other expenses associated with the vehicle, including but not limited to fuel, registration, maintenance, repairs, and any costs not expressly assigned to Petitioner herein.

26. Respondent shall take all necessary steps to transfer the vehicles into her own name within thirty (30) days of the auto loan being paid in full.

REAL PROPERTY

27. There is no real estate to divide as a result of this marriage.

CASH PROPERTY SETTLEMENT

28. As a division of marital assets, and strictly incident to divorce under IRS Section 1041, Petitioner shall pay Respondent a total tax-free cash property settlement of \$120,000.00. This sum shall be disbursed in the following guaranteed installments:

- a. \$10,000.00 due within ninety (90) days of the signing of this Decree.
- b. \$50,000.00 due within one hundred eighty (180) days of the signing of this Decree.
- c. \$60,000.00 due within three hundred sixty-five (365) days of the signing of this Decree.
- d. Late payments will incur 15% APY interest.
- e. These payments will not be absorbed in any bankruptcy or debt consolidation efforts.

**BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS**

29. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.
30. Each party shall be awarded the bank accounts in their respective names.
31. Neither party has a retirement/pension account; however, if it is determined that one exists, the retirement/pension accounts shall be divided giving each party one-half of any account from the date of the parties' marriage until the date of the Decree of Divorce.
32. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Any fees associated with the above orders shall be split evenly between the parties.
33. Petitioner shall be awarded one-hundred percent (100%) of his HVAC business(es) dealings, not inclusive to only Air Control. Along with any respective debts or liabilities associated with business dealings.

DEBTS AND OBLIGATIONS

34. During the course of the marriage the parties incurred certain marital debt. Petitioner shall be responsible for all debts, including Respondent's medical and personal debts acquired during the marriage.
 - a. Examples include: Any medical visits from before the entry to decree.
Previous federal or state tax debts having been assessed or to be assessed in

the future from time periods before the entry to decree. As well as personal credit card debts.

35. Pursuant to §81-4-204(1)(e) Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

LIFE INSURANCE

36. Petitioner shall obtain and maintain a life insurance policy in the minimum face amount of \$500,000.00 for a period of ten (10) years following the date of entry of the Decree of Divorce. Said policy shall be obtained within six (6) months of the date of divorce.
37. Respondent shall be designated as the sole, irrevocable primary beneficiary of the policy with priority to fulfill child support remaining through age 23 and to support alimony payments, unless otherwise agreed in writing by the parties. Petitioner shall provide proof of the active and in good standing policy and beneficiary designation upon request and receive proof within thirty (30) days from request.

ALIMONY

38. The parties are explicitly waiving the statutory limitation capping alimony duration at the length of the marriage under Utah Code § 81-4-502(7[R5.1]). And modified as described herein:
- a. Petitioner shall pay Respondent non-modifiable spousal support according to the following schedule.

- b. Inflation Adjustment: Commencing January 1, 2028, all stated monthly minimums and annual totals within this section shall be adjusted annually based on the Consumer Price Index (CPI-U). The parties shall calculate and agree upon the adjusted amounts no later than January 30th of each calendar year. The adjusted monthly rate shall apply to all payments due on or after February 1st of that year, while the January payment of that year shall be paid at the prior year's rate.
- c. Alimony Payment Schedule:
 - i. Alimony payments shall be paid by the fifth (5th) day of the month immediately following entry of the Decree of Divorce and by the fifth (5th) day of every month thereafter.
 - ii. Months 1-18: Petitioner shall pay a base monthly amount of \$5,800.
 - iii. Months 19-138: Petitioner shall pay an increased monthly base of \$7,000.
 - 1. Annual Minimum & True-Up: For each calendar year starting in 2028 and through 2038, the Petitioner shall pay a total inflation-adjusted annual minimum of \$96,000 in alimony. The true-up amount—representing the exact difference between the inflation-adjusted annual minimum and the sum of the twelve monthly payments made within that calendar year—must be paid by December 31st of that calendar year.

- iv. Months 139 onwards: Petitioner shall pay a monthly base of \$6,000.
- d. Respondent has an obligation to notify Petitioner of her cohabitation or remarriage. If Respondent remarries while receiving alimony, said assistance shall be reduced to \$3,600 per month.
- e. Alimony shall end in the event of the death of either party.

TAX RETURNS AND LIABILITY INDEMNIFICATION

39. Tax Filing for 2026: The parties shall file taxes separately for the 2026 tax year as each deems appropriate.

- a. The parties shall file taxes for the 2026 tax year as each deem appropriate.
Full Tax Indemnification: Petitioner (Daniel) shall completely indemnify, defend, and hold Respondent (K. Colette) harmless from any and all liabilities, tax deficiencies, assessments, adjustments, levies, liens, audits, penalties, and interest arising from any joint tax returns filed by the parties during their marriage having been or to be assessed.
- b. Sole Responsibility for Business and Personal Conduct: Petitioner (Daniel) shall assume sole financial responsibility for any and all tax liability, debt, or penalty ever assessed by the Internal Revenue Service (IRS), the Utah State Tax Commission, or any other taxing authority that is attributable to Daniel's personal income, self-employment, assets, investments, or business entities—specifically including, but not limited to, Air Control.

- c. Reimbursement of Enforcement Costs: In the event that the Respondent (Karen) is contacted by any taxing authority regarding a deficiency or audit related to Daniel's income or business operations, Daniel shall, at his sole expense, immediately retain qualified professionals (CPAs and/or tax attorneys) to defend K. Colette and resolve the issue. Should K. Colette incur any out-of-pocket costs, professional fees, accounting fees, or legal fees to contest, clear, or resolve a tax liability created by Daniel, Daniel shall reimburse K. Colette for one hundred percent (100%) of those expenses within thirty (90) days of receiving written verification.

ATTORNEY'S FEES

40. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

41. Petitioner shall be responsible for payment of the balance of tuition and required books for M.D.R.'s attendance at a four-year university program, after application of any scholarships, grants, or other educational financial aid for which M.D.R. qualifies.
 - a. If M.D.R. is an adult at the time, M.D.R. shall decide on the university. The Petitioner shall not pay for more than a typical cost at the University of Utah or Brigham Young University.

42. Petitioner shall, within three (3) years of the date of entry of the Decree of Divorce, provide proof that prepaid funeral services have been secured for Respondent. In the event such services are needed, so long as Petitioner is living, Petitioner shall be responsible for payment of the associated funeral expenses to the extent not otherwise covered by said prepaid arrangements.
43. In the event Respondent sells any residence purchased from funds related to this agreement, Respondent shall retain all equity and net proceeds derived from the sale of the residence as her sole and separate property.
44. Petitioner may take M.D.R. on one (1) yearly week long trip, which could be international with support of the Respondent and not in conflict with schooling needs and parenting plan. Expenses paid for by the Petitioner.
45. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.
46. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
47. The parties acknowledge that they have each been advised of their right to seek independent legal counsel regarding the terms and legal effect of the Agreement and have been encouraged to do so. Each party further acknowledges that he or she has had adequate opportunity to consult with an attorney of his or her choosing prior to execution of the Agreement.

48. The parties further represent and affirm that they have carefully read and understand all provisions contained herein, that they enter into the Agreement knowingly and voluntarily, and that they agree to be bound by its terms. Each party acknowledges that he or she is executing the same free from duress, coercion, or undue influence.
49. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.
50. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”
51. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

52. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.
53. Respondent may be restored to her maiden name of Martin if she so desires.

D. RAITANI and K.C. RAITANI
PARENTING PLAN

Each parent has a loving and valuable relationship with the child and shall work together cooperatively with regard to the child's physical care and financial and emotional support. The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles
 - a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the child.
 - b. Each parent shall support and encourage the child's meaningful relationship with the other parent.
 - c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

- a. Primary communication shall occur in writing via text or other approved writing methods at a later date. In emergencies or time-sensitive situations exceptions are allowed.
- b. Parents shall timely share important information regarding the child's schooling, health, social activities, and other relevant matters.
- c. If information is available through public sources (e.g., school portals), each parent shall access it directly.

3. Joint Legal Decision-Making

- a. Major Decisions Divided by Authority: The parties shall consult with one another in good faith before making major decisions affecting the minor child. However, the allocation of final decision-making authority shall be divided as follows:
 - i. Medical, Dental, and Orthodontic Care: The parties shall continue to make these decisions jointly. If a mutual agreement cannot be reached, the parties shall defer to the express recommendations of the child's primary treating physician or licensed specialist.
 - ii. Extracurricular Activities: The parties shall make these decisions jointly, taking into direct account the minor child's interest and available schedule.

- iii. Education, Schooling, and Academic Placement: The parties shall consult with each other; however, the Respondent is awarded Final Decision-Making Authority over all educational matters. This designation ensures continuity of the child's current, preferred schooling methods and aligns with the minor child's expressed academic preferences.
- iv. Religious Upbringing and Spiritual Practices: The parties shall consult with each other; however, Respondent is awarded Final Decision-Making Authority over all matters concerning the minor child's religious upbringing, spiritual training, and associated church attendance. This designation recognizes the minor child's established preference for and active participation in Respondent's religious practices

b. Decision-Making Process & Dispute Resolution:

- i. For matters under joint authority (Medical/Extracurricular) if the parties cannot reach agreement after at least 5 separate days of trying to resolve the dispute:
 - 1. They may defer to the recommendations of an expert. If they still do not agree;
 - 2. They shall refer to the opinions of Anthony Raitani, their eldest son. If they still do not agree;

3. They shall attend good faith mediation with a mutually agreed mediator (each party pays their own fees).
 4. Agreements reached in mediation shall be reduced to writing and signed by both.
 5. Only after a good-faith mediation attempt may a party seek Court involvement.
 6. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
 - ii. For matters under Respondent's final authority (Education/Religion), if a dispute arises, the parties shall discuss the issue textually or via email. If no compromise is reached within seventy-two (72) hours, Respondent's decision shall be final, binding, and fully enforceable. The Petitioner may not use mediation or court filings to stall or frustrate educational enrollment or religious participation authorized by the Respondent.
4. Day-to-Day Responsibility
 - a. The parent exercising parent-time shall make routine daily decisions.
 - b. Either parent may make necessary emergency decisions regarding the child's health or safety and shall inform the other immediately.
 5. Information Access

- a. Both parents shall have direct access to all school, medical, dental, and mental health records.
- b. Each parent shall notify the other of medical appointments and emergencies.
- c. Both parties shall provide written authorization enabling the other to access information from all providers when applicable or requested from either party.

6. School Access

- a. Both parents may visit the child at school, receive school communications, and check the child out when necessary.
- b. Disputes regarding education not handled from section 3 shall first go to mediation.

7. Medical Treatment Restrictions

- a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require written consent from both parties.
- b. Costs must be agreed in writing before scheduling.
- c. Violating parent may be denied reimbursement.

8. Travel Notice Requirements

- a. Either parent may travel domestically with the minor child during their own parent-time without needing advance permission, provided they give standard notice.

- b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.
- c. When traveling with the child, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):
 - i. Itinerary with travel dates
 - ii. Destination(s)
 - iii. Contact information
 - iv. Name/phone of a third party aware of the child's location.

9. Participation in Activities

- a. Both parents may attend the child's school events, church functions, activities, recitals, and sports.
- b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).

10. Exchanges and Transportation

- a. The receiving parent shall pick up the child at the designated start of their parent-time.
- b. Child shall be ready on time for exchanges.

11. Contact Information

- a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.

12. Parent/Child Communication

- a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
- b. The child may contact either parent at any time.
- c. A parent shall reasonably facilitate calls when requested by the child.

13. Right of First Refusal

- a. Parental care is preferred over surrogate care.
- b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.
- c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.
 - i. That list unless further agreed upon in writing by both parties is blood-related family members.
- d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor child.
- e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

14. Conduct Around the Child

- a. Neither party shall speak negatively about the other parent or allow third parties to do so in the child's presence.

- b. Neither party shall discuss court matters with or in front of the child.
- c. Neither party shall disparage the other on social media or in public.

15. Shared Calendar

- a. Parents shall maintain a shared calendar or text notices for school events, appointments, practices, exchanges, and other child-related activities.

16. Substance Use Restrictions

- a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the child or prior to transporting them.
- b. Alcohol and medications shall be stored securely and out of the child's reach.

17. Enforcement and Non-Waiver

- a. A party's failure to comply with any provision does not release the other party from their obligations.
- b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 25th day of July 2026.

*E-signed by Wade Taylor
with permission of Daniel Cardoso Raitani*

/s/ Daniel Cardoso Raitani

DANIEL CARDOSO RAITANI
Petitioner

APPROVED AS TO FORM this 27th day of July 2026.

*E-signed by Wade Taylor
with permission of Karen Colette Raitani*

/s/ Karen Colette Raitani

KAREN COLETTE RAITANI
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 22nd day of July 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL: DANIEL CARDOSO RAITANI <i>Petitioner</i> Email: aircontrolutah@aol.com KAREN COLETTE RAITANI <i>Respondent</i> Email: kcdcamr@gmail.com	
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LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR

Attorney