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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: AMAITSA LIVOYOCHI, Petitioner, and HEIDI LIVOYOCHI, Respondent.	DECREE OF DIVORCE Civil No. 254904921 Judge: Honorable Amber Mettler Commissioner: Michelle Blomquist

Pursuant to the Court's Findings of Fact and Conclusions of Law, which are incorporated herein by this reference, and upon review of the parties' Stipulation and Settlement Agreement and the other documents filed in this matter, the Court finds that the terms set forth below are fair, reasonable, and in the best interests of the parties' minor child.

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. **Dissolution of Relationship.** Petitioner, AMAITSA LIVOYOCHI (“Amaitsa”) is hereby granted a Decree of Divorce from Respondent, HEIDI LIVOYOCHI, (“Heidi”) based upon irreconcilable differences, dissolving all bonds of matrimony heretofore existing. The Decree of Divorce shall become absolute when signed by the Court and entered by the Clerk in the Register of Actions. Amaitsa is granted a divorce based on his Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Marital Child (Utah Code § 81-6-101)

2. The parties have one minor child together, C.P.L. born 8/16/2010.

3. **Jurisdiction.** Utah is the home state of the minor child under the Utah Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 81-11-101 et seq. The Court has jurisdiction to make an initial child custody determination and to enter orders concerning custody, parent-time, and child support.

Legal Custody

4. Amaitsa and Heidi shall be awarded joint legal custody of the minor child. Should the parties enter a dispute about a decision regarding matters of the child’s education, religious affiliation or participation, healthcare, or any other matter qualifying as a legal custody matter, the parties shall enter into the Dispute Resolution Process set forth herein.

5. Dispute Resolution Process: When making important decisions about their child within the framework of their parental rights with respect to shared legal custody of the child,

the parties agree to consider the best interests of the child. After a full discussion of the issue(s) at hand, if the parties cannot agree on a decision, the parties agree to meet or consult with a professional in the field of the dispute, if practicable. If the decision involves the input of a relevant professional that the child already has, the parties shall defer to the advice of the professional. If a new professional is needed to assist in the decision-making process, Heidi shall provide Amaita with a list of three professionals, and Amaita shall choose the professional from that list. If the parties are still unable to agree after consultation with the professional, or in the event the item of disagreement does not require the use of professional advice, the parties agree to attend mediation over a remote platform when reasonably available or otherwise in Salt Lake County. Such mediation shall be scheduled within 45 days from the original written request of one party to the other (text is sufficient for this purpose), with each party responsible to pay for half of the cost of mediation. If after mediation, the parties still cannot agree on resolution of an issue, either party shall seek review of the issue by the Court and the prevailing party shall be entitled to reasonable attorney fees.

Parent-Time and Physical Custody

6. The parties shall share parent-time with the child as they agree; provided, however, if the parties cannot agree, the parties shall be awarded joint physical custody of their child so that each parent has 50% parent-time with the child according to the following schedule:

- a Heidi's parent-time shall begin on Mondays at 9:00am when school is not in session, or upon dismissal from school and until 9:00am on Wednesdays when school is not in session, or upon dropping off the child at school on Wednesday mornings. Mom shall further be awarded every-other weekend beginning Friday upon school dismissal, or at 9:00 am on Friday when school is not in session.
- b Amaitsa's parent-time shall begin on Wednesdays at 9:00am when school is not in session, or upon dismissal from school on Wednesday and until Friday mornings, every other weekend upon dropping off the child at school, or at 9:00am on Fridays when school is not in session, or beginning at 9:00am Monday when school is in session, or upon dropping off the child at school on Monday. Amaitsa shall not have overnight parenting time with the minor child until and unless he has suitable sleeping arrangements for the child, including his own bedroom and bed.
- c The parties shall alternate weekends alternating who has the child each Friday, Saturday, and Sunday night as set forth above, and keep a consistent alternation between weekends as much as is practicable.
- d Parent-exchanges shall take place at the child's school on exchange days when school is in session as set forth above. For days when school is not in session, parent-time exchanges shall occur curbside at the residing party's residence, as

applicable. Each party shall be responsible for getting the child to and from school during their parenting time.

- e Holiday Time. The parties shall share holidays, including the child's birthday, as mutually agreed in writing. If the parties do not agree otherwise, they shall follow the holiday parent-time schedule set forth in Utah Code § 81-9-303, with Heidi designated as the custodial parent solely for purposes of applying that statutory schedule.
- f Relocation. If Amaita is in Kenya for more than 30 days, Heidi will then have sole physical custody moving forward, with Amaita having minimum parenting time under Utah Code Ann. §81-9-302, when he is in the United States. Upon his return, parent-time shall restore to the parent-time set forth in Section 6(b) herein.

Child Support

7. Amaita shall pay Heidi \$84.00 per month as base child support, based upon Amaita's gross monthly income of \$7,369 and Heidi's gross monthly income of \$5,802, as calculated on the Joint Physical Custody Worksheet filed with the Court and incorporated herein by this reference.

8. If Amaita remains in Kenya for more than 30 consecutive days and Heidi begins exercising sole physical custody, Amaita's base child-support obligation shall automatically adjust to \$693.00 per month, as calculated on the Sole Physical Custody Worksheet filed with the Court. Upon Amaita's return and resumption of the regular joint

physical custody schedule, Amaitsa's base child-support obligation shall return to \$84.00 per month.

9. One-half of the monthly child-support obligation is due on or before the 5th day of each month and becomes delinquent on the 6th day. The remaining one-half is due on or before the 20th day of each month and becomes delinquent on the 21st day, unless the custodial parent uses the Office of Recovery Services to collect support.

10. In accordance with U.C.A. §81-6-213, Child Support shall automatically terminate (i) upon the later to occur of (A) a child's graduation from high school during the child's normal and expected year of graduation or (B) a child's 18th birthday, (ii) a child's enlistment into the United States Military; or (iii) a child's marriage or death.

11. Either party shall seek adjustment or modification of child support as permitted by Utah Code § 81-6-212 and other applicable law.

12. Unless agreed otherwise, Heidi shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 62A-11 Parts 4 and 5 (1953 as amended).

13. This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until income withholding begins through the Office of Recovery Services, Amaitsa shall pay child support directly to Heidi by Venmo or bank transfer.

14. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Heidi in addition to the base child support obligation. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically terminated.

Extracurricular Activities

15. If both parents provide written consent before the child is enrolled in an extracurricular activity, each parent shall pay 50% of the agreed expense.

16. The parent seeking reimbursement shall provide the other parent with an invoice and proof of payment within 30 days after payment. The other parent shall reimburse that parent within 30 days after receiving the required documentation. Failure to provide the required documentation within 30 days shall waive the right to reimbursement unless the parties otherwise agree in writing.

17. If a parent wishes to enroll a child in an activity and does not obtain the other party's consent, that parent shall do so understanding that they would not be able to anticipate the other parent's contribution toward the costs of the extracurricular activity; provided however, regardless of who pays for the extracurricular activity, both parents shall be entitled to attend and/or participate in the child's extracurricular activity.

18. For purposes of this Section, any “agreement” must mean written agreement prior to the enrollment of the child in the extracurricular activity, unless otherwise agreed to in writing. (Text or email is sufficient for this purpose.)

Restraints

19. Both parties are restrained from bothering, harassing, annoying, threatening, or harming the other at their place of residence, employment, or any other place. Both parties shall attempt to be civil and respectful in their communications with one another. The parties are restrained and enjoined from discussing this case with or in the presence of the child. Each of the parties will refrain from communicating with or about the other in demeaning, disparaging, or disrespectful terms and will prevent third parties, and the child from doing so as well.

Health Insurance and Out of Pocket Medical

20. Currently, the parties’ child is covered under private insurance from Amaita. Both parties are listed as parents under the benefit for the child, and both parties shall remain listed as parents and emergency contacts on any existing or future health care plans.

21. As long as the child are eligible for insurance through Amaita’s employment, if either parent chooses to carry additional insurance for the child, they shall be responsible for the entire premium. In the event that the child are no longer eligible for Medicaid, the parents shall insure the child and share the premium costs equally in accordance with Utah Code 81-6-208.

22. Each parent shall share equally all reasonable and necessary out of pocket and uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and

copayments, incurred for the minor child and actually paid by the parents. Available funds from Amaita's HSA shall first be applied to the child's qualifying medical expenses. Any remaining uninsured balance shall be divided equally between the parties.

23. The parent who incurs medical, dental, vision, mental health or orthodontic expenses on behalf of the minor child shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

24. Each party shall elect for providers to create separate accounts for their respective out of pocket dental, medical and school expenses incurred on behalf of the child by providing notice in advance in accordance with Utah Code Annotated §15-4-6.7.

25. If, at any point in time, the minor child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Amaita shall be primary coverage for the minor child and the health, hospital, or dental insurance plan of Heidi be secondary coverage for the child. If a parent remarries and the child is not covered by that 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 shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

26. Pursuant to Utah Code §81-6-208(10)(b) the parent shall notify the other parent, or the Office of Recovery Services under Title IV-D of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known the change.

Education Plan and School Fees

27. Either parent may check the child into or out of school for an appropriate purpose consistent with that parent's custodial rights and the child's educational needs. Both parents shall have equal access to the child's school records, teachers, and school administrators. Both parents shall be listed as parents and emergency contacts on all school records. Unless otherwise agreed in writing or ordered by the Court, the child shall attend the school determined by Heidi's residence.

28. Amaita and Heidi shall each pay one-half of any and all required school fees and costs incurred for the benefit of the minor child. The party incurring a school expense shall submit to the other party an invoice, receipt, and/or bill and proof of payment for the expense within thirty (30) days of payment or receiving same and shall be reimbursed by the other party within 15 days after receiving the documentation of those invoices, receipts and/or bills and proof of payment.

Communications

29. Each party shall be able to communicate with the child at reasonable times and frequency during the other parent's parent time.

30. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

Claiming Child for Tax Purposes

31. The parties shall alternate claiming the minor child as a dependent for federal and state income-tax purposes, to the extent permitted by applicable tax law. Amaita may claim the child for tax year 2025 and alternating odd-numbered tax years thereafter. Heidi may claim the child for tax year 2026 and alternating even-numbered tax years thereafter.

32. Amaita's right to claim the child is conditioned upon Amaita being current on all court-ordered child-support obligations as of December 31 of the applicable tax year. The parties shall timely execute IRS Form 8332 and any other documents reasonably necessary to effectuate this provision.

Alimony

33. Neither party is awarded alimony.

Real Property

34. The parties jointly own real property located at 4809 South 3475 West, Taylorsville, Utah 84129. (the "Marital Home").

35. Heidi is awarded exclusive use and possession of the Marital Home, subject to the conditions set forth herein. Heidi shall pay Amaita \$150,000 for his share of the equity in the Marital Home no later than 90 days after entry of this Decree. Upon receipt of the full

payment, Amaita shall execute a quitclaim deed and any other documents reasonably necessary to transfer his interest in the Marital Home to Heidi.

36. If Heidi does not pay Amaita \$150,000 within 90 days after entry of this Decree, the Marital Home shall be immediately listed for sale with a licensed real estate agent mutually selected by the parties. After payment of all mortgages, liens, real estate commissions, closing costs, and other expenses associated with the sale, the net sale proceeds shall be divided equally between the parties.

37. Amaita shall vacate the Marital Home no later than 14 days after entry of this Decree. Until Amaita vacates the Marital Home, the parties shall each pay one-half of the mortgage payment. After Amaita vacates, Heidi shall be solely responsible for the mortgage, utilities, insurance, property taxes, maintenance, and all other expenses associated with the Marital Home.

38. Amaita is awarded, as his sole and separate property, the real property located in Muku Mu Village, Kakamega, Kenya (the "Kenya Property"). Amaita shall be solely responsible for all debts, taxes, assessments, and other obligations associated with the Kenya Property, including the approximately \$40,000 debt, and shall indemnify and hold Heidi harmless from all such obligations.

Personal Property

39. Except as otherwise specifically provided in this Decree, each party is awarded, as that party's sole and separate property, all separate property, gifted property, clothing, personal effects, and other personal property presently in that party's possession.

Vehicles

40. The parties own a 2019 Honda HR-V (the "HR-V"), which is titled in both parties' names, and a 2020 Honda Odyssey (the "Odyssey"), which is titled in Heidi's name. The HR-V is subject to an automobile loan through Utah Community Credit Union (the "UCCU Loan"), which is held in both parties' names. The Odyssey is not subject to any known loan or lien.

41. Amaita is awarded the HR-V as his sole and separate property. Amaita shall be solely responsible for the UCCU Loan and all insurance premiums, registration fees, taxes, fuel, maintenance, repairs, and other expenses associated with the HR-V. Amaita shall indemnify and hold Heidi harmless from the UCCU Loan and all other obligations associated with the HR-V.

42. Heidi is awarded the Odyssey as her sole and separate property. Heidi shall be solely responsible for all insurance premiums, registration fees, taxes, fuel, maintenance, repairs, and other expenses associated with the Odyssey and shall indemnify and hold Amaita harmless from all obligations associated with the Odyssey.

43. Amaita shall refinance the UCCU Loan or otherwise remove Heidi from all financial liability associated with the HR-V no later than 90 days after entry of this Decree. If

Amaitsa fails to do so, the HR-V shall be promptly listed and sold. The proceeds from the sale shall first be applied to the costs of sale and the outstanding balance of the UCCU Loan. Amaitsa shall be solely responsible for any remaining deficiency and shall receive any remaining net proceeds.

44. Each party shall execute any title, registration, loan, or other documents reasonably necessary to effectuate the vehicle awards set forth in this Decree.

Bank Account

45. Amaitsa is awarded the account held at Mountain America Credit Union ending in 0455, including all funds presently held in the account. The parties shall timely execute all documents reasonably necessary to remove Heidi's name from the account. Amaitsa shall indemnify and hold Heidi harmless from any transactions, fees, overdrafts, or other obligations associated with the account arising after entry of this Decree.

Debt Division

46. Except as otherwise provided in this Decree, each party shall be solely responsible for all debts and obligations held in that party's individual name, regardless of when the debt or obligation was incurred. Each party shall indemnify and hold the other party harmless from those debts and obligations, including all principal, interest, late fees, collection costs, and attorney fees arising from nonpayment.

47. After Amaitsa vacates the Marital Home, Heidi shall be solely responsible for paying the mortgage and all other obligations associated with the Marital Home, as further

provided in Paragraph 37 of this Decree. Heidi shall indemnify and hold Amaitsa harmless from those obligations.

Retirement Accounts and Life Insurance Policies

48. Each party is awarded, as that party's sole and separate property, all retirement accounts, 401(k) accounts, and life insurance policies held in that party's individual name, free and clear of any claim by the other party.

49. The parties will each be awarded their respective retirement accounts, 401(k)s, and life insurance policies.

Vehicle Expenses for the child.

50. Amaitsa has purchased a vehicle for the minor child. Heidi shall pay the insurance premium attributable to the minor child and the child's vehicle without reimbursement from Amaitsa.

Other

51. If either party fails to comply with this Decree, the Court may award the enforcing party reasonable attorney fees and costs incurred in obtaining compliance, as permitted by applicable law.

52. Each party shall provide the notices to creditors or obligees required by Utah Code §§ 81-4-406 and 15-4-6.5, including notice of the allocation of debts, obligations, or liabilities under this Decree and the parties' separate current addresses.

----- End of Decree of Divorce -----

In accordance with the Utah State District Courts eFiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court.

Approved as to form

/s/
BRITTANY L. SKINNER
DAVIS | MILES
Attorney for Heidi Livoyochi
Date: _____

CERTIFICATE OF SERVICE

On the 22nd day of July 2026, I hereby certify that I caused the foregoing **Decree of Divorce** to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Brittany L. Skinner DAVIS MILES bskinner@davismiles.com <i>Attorneys for Heidi Livoyochi</i>	☐ U.S. mail, first-class, postage prepaid ☐ Facsimile ☒ Electronic Filing ☐ Hand Delivery ☐ Overnight courier ☐ Email
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	<i>/s/ Angela Willoughby</i>
	Paralegal