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*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 SAMANTHA GIUSTINO, Petitioner, and NICHOLAS GIUSTINO, Respondent.	DECREE OF DIVORCE Case No: 264903171 Judge: Heather Brereton Commissioner: Joanna Sagers
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The Petitioner, Samantha Giustino, and the Respondent, Nicholas Giustino, 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 are two minor children born or adopted between the parties, to wit: P.G. (born February 2022) and A.G. (born February 2025).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor children. Parent-time with the minor children shall be pursuant to a 50/50 timesharing arrangement as the parties may agree. If the parties are unable to agree on a parent-time schedule then they shall follow a 2-2-3 rotating schedule as follows:
 - a. Week One:
 - i. Petitioner shall exercise parent-time Monday by picking the minor children up from school, or 4:00 PM if school is not in session, to Wednesday by picking the minor children up from school, or 4:00 PM if school is not in session.
 - ii. Respondent shall exercise parent-time Wednesday by picking up the minor children from school, or 4:00 PM if school is not in session, to Friday by picking up the minor children from school, or 4:00 PM if school is not in session.

- iii. Petitioner shall exercise parent time Friday by picking the minor children up from school, or 4:00 PM if school is not in session through Monday by picking up the minor children from school, or 4:00 PM if school is not in session.
- b. Week Two:
 - i. Respondent shall exercise parent-time Monday by picking the minor children up from school, or 4:00 PM if school is not in session, to Wednesday by picking up the minor children from school, or 4:00 PM if school is not in session.
 - ii. Petitioner shall exercise parent-time Wednesday by picking up the minor children from school, or 4:00 PM if school is not in session, to Friday by picking up the minor children from school, or 4:00 PM if school is not in session.
 - iii. Respondent shall exercise parent time Friday by picking the minor children up from school, or 4:00 PM if school is not in session through Monday by picking up the minor children from school, or 4:00 PM if school is not in session.
- c. Unless otherwise agreed by the parties in writing, the parties shall transition to a week-on/week-off parent-time schedule when the oldest child, P.G., reaches nine (9) years of age.
- 4. Each parent is entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school. The parents will notify each other

by April 15th of each year of the time period he/she will be exercising his/her uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent's holiday. If the parent designated to first choose the 2-week period for the year fails to choose by April 15th, the non-designated parent may designate when the 2-week period will occur.

5. In addition, holiday parent-time shall be as the parties agree. If they do not agree, then the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-303 and as follows:

Holiday	Holiday Time Period	Respondent (Nicholas)	Petitioner (Samantha)
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) 4 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following MLK day; or (b) at 9 a.m. on the day following MLK day if there is no school.	Odd Years	Even Years
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) 4 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering of the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even Years	Odd Years
Spring Break	(1) Holiday begins at 4 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of spring break; or	Odd Years	Even Years

	(b) at 9 a.m. on the day following the end of spring break if there is no school.		
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) 4 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering of the child to school on the day following Memorial Day; or (b) at 9 a.m. on the day following Memorial Day if there is no school.	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 4 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 4 p.m.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD) (so long as Juneteenth does not fall on Father's Day)	(1) Holiday begins at: (a) 4 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 4 p.m. on the day following JNFD.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3 rd at 4 p.m. (2) Holiday ends on July 5 th at 4 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23 rd at 4 p.m. (2) Holiday ends on July 25 th at 4 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) 4 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering of the child to school on the day following Labor Day; or (b) at 9 a.m. on the day following Labor Day if there is no school.	Odd Years	Even Years
Fall Break	(1) Holiday begins at 4 p.m. on the day that school dismisses for fall break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of fall break; or (b) at 9 a.m. on the day following the end of fall break if there is no school.	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	Even Years	Odd Years

	holiday begins.		
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 4 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the Monday following Thanksgiving; or (b) at 9 a.m. on the Monday following Thanksgiving if there is no school.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) 4 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 4 pm.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 4 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 9 a.m. on February 7th (2) Holiday ends at 9 a.m. on February 10th	Even Years	Odd Years
Day Before or After Child's Birthday (February 8th or February 10th)	(1) Holiday begins at 9 a.m. (2) Holiday ends at 4 p.m.	Odd Years	Even Years

6. The minor children shall attend William Penn Elementary and feeder schools unless the parties mutually agree in writing to transfer schools. Both parties shall be listed in school records as a point of contact for school communications.

7. In the event either party moves more than 30 miles away from their current residence the parties will revisit the issue of parent time and custody.

CHILD SUPPORT

8. Petitioner is currently employed and has a gross monthly income of \$7,744.00 per month for the purposes of calculating child support.

9. Respondent is currently self employed and has a gross monthly income of \$20,833.00 per month, which includes his base salary and business net income averaged out over 12 months, for the purposes of calculating child support.

10. The joint custody worksheet shall be used with the Petitioner's income set at \$7,744.00 with 183 overnights and the Respondent's income set at \$20,833.00 with 182 overnights.

11. Pursuant to U.C.A. §81-6-101 a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$895.00 per month beginning July 1, 2026. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until 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. 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 adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each 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 obligee.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material

changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

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

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children 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 they shall attend mediation. 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 children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually

paid. The premium expenses for the children 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.

13. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

EXTRACURRICULAR ACTIVITIES, SCHOOL, & MISCELLANEOUS COSTS

14. The parties shall equally share the costs associated with the following expenses related to the minor children:

- a. Cell phones
- b. Car insurance
- c. School fees and costs
- d. Agreed upon extra-curricular activities. All current and extensions of the current extra-curricular activities where the children participate are approved.
- e. Agreements for all expenses shall be made in writing. When possible, both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent

shall email the other parent proof of cost and payment within 30 days and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

15. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes as follows:

- a. As long as there are two minor children, Petitioner will claim P.G. each year and Respondent will claim A.G. each year.
- b. When only one minor child remains, the parties will alternate years with Petitioner claiming A.G. in odd years and Respondent claiming A.G. in even years.

16. For the Respondent to claim a 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. The parties shall share equal ownership of the dog known as Uinta. Possession of Uinta shall follow a week-on/week-off schedule, with exchanges occurring at the same time and location as the parties' parent-time exchanges, unless otherwise agreed. The

parties shall be equally responsible for all costs associated with Uinta, including but not limited to food, veterinary care, grooming, boarding, medications, and other necessary expenses.

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
2025 Kia telluride	X		Petitioner shall be solely responsible for the loan associated with this vehicle and shall indemnify and hold Respondent harmless from any liability thereon. Petitioner shall pay off the vehicle or refinance to remove Respondent's name from the auto loan within thirty (30) days of the date of entry of the Decree of Divorce.
2022 Tesla		X	There is no loan against this vehicle.

REAL PROPERTY

22. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

- a. Home located at 1158 E. Equinox Park Ct, Millcreek, Utah 84106
- b. Rental property located at 1520 Volponi Drive SE, Albuquerque, New Mexico 87123

23. The Millcreek residence:

- a. The Millcreek residence, together with all equity therein, is awarded solely to Petitioner as Petitioner's sole and separate property. The parties acknowledge that the equity in the residence has been allocated to Petitioner as part of the overall equal fifty percent (50%) division of the marital estate.
- b. Petitioner shall assume sole responsibility for the mortgage loan and shall commence the loan assumption process within thirty (30) days of the date of entry of the Decree of Divorce.
- c. In the event Petitioner is unable to complete the loan assumption, Petitioner shall remove Respondent's name from the mortgage obligation through refinance or sale of the property within twelve (12) months of the date of entry of the Decree of Divorce.
- d. The parties further acknowledge that an appraisal of the residence was obtained in May 2026 and utilized in reaching the property division set forth herein. If an additional appraisal of the residence is obtained in connection with the loan assumption or refinance, and prior to Respondent's name being removed from the mortgage obligation, the value from the May 2026 appraisal and the

value from the subsequent appraisal shall be averaged to determine an adjusted value of the residence. The difference between the adjusted value and the May 2026 appraised value shall then be calculated. If the adjusted value is greater than the May 2026 appraised value, Petitioner shall pay Respondent an amount equal to fifty percent (50%) of the increase within thirty (30) days of the refinance, loan assumption, or removal of Respondent's name from the mortgage obligation. If the adjusted value is less than the May 2026 appraised value, Respondent shall pay Petitioner an amount equal to fifty percent (50%) of the decrease within thirty (30) days of the refinance, loan assumption, or removal of Respondent's name from the mortgage obligation.

e. Beginning July 1, 2026, Petitioner shall be solely responsible for all costs associated with the residence, including but not limited to the mortgage, property taxes, insurance, utilities, maintenance, repairs, and any other expenses related thereto, and shall indemnify and hold Respondent harmless from any liability arising therefrom.

f. The parties shall sign any quit claim deeds or any other documents necessary to transfer title or ownership of the property to Petitioner within thirty (30) days of Respondent's name being removed from the mortgage.

24. The New Mexico Property:

a. The parties acknowledge that the New Mexico property is currently listed for sale. Upon sale of the property, the net proceeds, after payment of customary closing costs, commissions, fees, and satisfaction of any liens or encumbrances,

shall be divided equally between the parties, with each party receiving fifty percent (50%) of the net equity.

b. Until the property is sold, the parties shall be equally responsible for all costs associated with the property, including but not limited to mortgage payments, property taxes, insurance, utilities, maintenance, repairs, HOA dues, and any other expenses related to the property.

c. Such costs shall first be paid from the Novo bank account ending in 0076. Once the funds in the Novo account have been exhausted, the parties shall each be responsible for fifty percent (50%) of any additional property-related expenses.

d. All expenditures relating to the property, including repairs, maintenance, improvements, price reductions, and other sale-related decisions, shall be mutually agreed upon by the parties. If the parties are unable to reach agreement regarding any matter affecting the sale or maintenance of the property, they shall defer to the recommendations of the listing realtor.

e. The parties shall cooperate in good faith to facilitate the sale of the property and execute any documents reasonably necessary to complete the transaction.

f. In the event funds remain in the Novo bank account ending in 0076 after the sale of the property and payment of all property-related expenses, the remaining balance shall be divided equally between the parties.

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

25. 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.

26. All of these accounts or assets shall be divided as of July 1, 2026:

Account Description	Petitioner will Receive	Respondent will Receive	Other
Guard Dog Solutions Stock	50%	50%	The parties shall each be awarded a fifty percent (50%) ownership interest in the Guard Dog Solutions stock. The parties shall cooperate in executing any documents reasonably necessary to transfer, divide, or otherwise effectuate each party's fifty percent (50%) ownership interest.
USANA Health Sciences, Inc retirement account	100%		
DATAISSOCIAL 401(K) Plan		100%	
Vanguard Individual Brokerage account ending 7608	100%		
Vanguard UGMA/UTMA brokerage accounts ending 1228 and 7804; and Vanguard 529			The parties agree that the 529 account and the Vanguard account(s) shall be maintained solely for the benefit of the minor child(ren). Both parties shall have access to account information and records

			relating to these accounts. No withdrawals, transfers, distributions, investment changes, or other transactions shall be made from the accounts unless mutually agreed upon by the parties in advance. The funds in these accounts shall be used solely for the benefit of the minor child(ren) and for purposes consistent with the intended use of the accounts.
Vanguard Roth IRA account ending 7602	100%		
Vanguard SEP-IRA brokerage account ending 6376		100%	
Vanguard Roth IRA account ending 7190		100%	The Vanguard Roth IRA account ending in 7190 is the premarital property of Respondent and is hereby awarded to Respondent as Respondent's sole and separate property, free and clear of any claim, right, or interest of Petitioner.
Vanguard Rollover IRA account ending 0453		100%	
Vanguard Individual Brokerage account ending 9149	23%	77%	
American Express personal savings account ending 3862		100%	
American Express personal savings account ending 0690	50%	50%	
Optum Bank HSA account ending 6213	73%	27%	
Optum Bank HSA account		100%	

ending 4199			
American Express checking account ending 4094 and savings account ending 0121; and Capital One 360 checking account ending 2032	100%		
Wells Fargo Everyday checking account ending 8022	50%	50%	The marital credit card balances identified herein shall first be paid from the funds contained in these accounts as set forth below. After payment in full of the designated credit card balances, any remaining funds in the accounts shall be divided equally between the parties, with each party receiving fifty percent (50%) of the remaining balance.
Novo bank account ending 0076	50%	50%	
Wasatch Mountains Media Business			Respondent is awarded the Wasatch Mountains Media business, together with all associated assets, accounts, interests, revenues, liabilities, debts, and obligations, as Respondent's sole and separate property, free and clear of any claim by Petitioner. Respondent shall be solely responsible for any current, pending, or future claims, lawsuits, judgments, settlements, attorney fees, costs, or liabilities related to the business. Petitioner shall have no responsibility for, and shall be held harmless and indemnified from, any liability arising from the business or the

			current lawsuit involving the business.
Credit card reward points	50%	50%	Any credit card reward points, cash-back rewards, travel points, airline miles, hotel points, or similar rewards accumulated during the marriage shall be divided equally between the parties. The parties shall cooperate in good faith to transfer, redeem, or otherwise allocate such rewards so that each party receives fifty percent (50%) of the value thereof, to the extent permitted by the applicable rewards program.

27. The parties acknowledge and agree that, although certain individual accounts, assets, or real property interests may not be divided equally on a stand-alone basis, the overall division of financial accounts, retirement assets, and equity in the marital real properties set forth herein represents an equal division of the marital estate. The parties further agree that the distribution of assets and liabilities contained herein is intended to effectuate an overall fifty percent (50%) / fifty percent (50%) division of the marital estate.

DEBTS AND OBLIGATIONS

28. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

Debt Description	Petitioner's Responsibility	Respondent's Responsibility	Other
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2025 Kia Telluride auto loan	100%		
American Express Gold credit card ending 2008; American Express Platinum credit card ending 3001; and CapitalOne Quicksilver credit card ending 8064	50%	50%	As of July 1, 2026, the balances on these credit cards shall be paid in full from the Wells Fargo checking account ending 8022. Once paid, Respondent shall be awarded and responsible for the credit cards.

29. 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

30. For so long as Respondent has a child support obligation, Respondent shall maintain a life insurance policy naming Petitioner as beneficiary in an amount sufficient to secure Petitioner's obligations for remaining child support, alimony, and the portion of reasonably anticipated children's expenses (including medical, insurance, and agreed extracurricular expenses) that would be payable to Petitioner in the event of Respondent's death. Respondent shall be responsible for all premiums associated with such policy and shall provide proof of coverage and beneficiary designation to Petitioner upon reasonable request. The required coverage amount may be reduced from time to time to reflect the declining balance of the remaining child support obligation.

ALIMONY

31. Respondent shall be ordered to pay alimony to Petitioner in the amount of \$1,600.00 per month for the length of three (3) years and six (6) months.

a. Alimony payments shall begin July 2026 and be paid by the fifth (5th) day of every month.

b. Alimony payments shall continue for the length three (3) years and six (6) months or until Petitioner cohabitates or remarries, whichever occurs sooner. Petitioner has an obligation to notify Respondent of her cohabitation or remarriage and alimony shall cease upon Petitioner's cohabitation or remarriage.

c. The parties acknowledge that this alimony award is final, binding, and non-modifiable except by written agreement approved by the Court.

TAX RETURN

32. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

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

MISCELLANEOUS

34. 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.

35. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

36. 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.

37. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

38. 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.

39. 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.

40. Petitioner may be restored to her maiden name of Martin if she so desires.

GIUSTINO and GIUSTINO
JOINT CUSTODY PARENTING PLAN

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children'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 children.
 - b. Each parent shall support and encourage the children'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 via text or email, except in emergencies or time-sensitive situations.
 - b. Parents shall timely share important information regarding the children'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. The Parties shall jointly decide major decisions affecting the children, including:
 - i. Education and daycare
 - ii. Medical, dental, counseling, and orthodontic care
 - iii. Religious upbringing
 - iv. Extracurricular activities
 - b. Decision-making process:
 - i. Identify the issue
 - ii. Develop possible solutions
 - iii. Select the most reasonable solution in the children's best interests
4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:
- a. They may defer to the recommendations of an expert. If they still do not agree;
 - b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
 - c. Agreements reached in mediation shall be reduced to writing and signed by both.
 - d. Only after a good-faith mediation attempt may a party seek Court involvement.
 - e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.
5. 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 children's health or safety and shall inform the other immediately.
- c. If a minor child becomes ill and is unable to attend school or daycare, the parent who had the child in his or her care that morning shall be responsible for caring for the child during the illness. If the child is already attending school or daycare when the illness arises and must be picked up, the parent whose parent-time is scheduled to begin next shall be responsible for picking up and caring for the child, unless otherwise agreed by the parties.

6. 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.

7. School Access

- a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.
- b. Disputes regarding education shall first go to mediation.

8. Medical Treatment Restrictions

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

9. Travel Notice Requirements

- a. Either parent may travel domestically with the minor children 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 children, 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 children's location.

10. Participation in Activities

- a. Both parents may attend the children'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).

11. Exchanges and Transportation

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

12. Contact Information

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

13. Parent/Child Communication

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

14. Right of First Refusal

- a. Parental care is preferred over surrogate care.
- b. If one parent is available to care for the minor child(ren) during school/daycare or afterschool care, the parties shall make reasonable efforts to allow that parent to provide care in lieu of utilizing third-party childcare, after-school care, or similar supervision arrangements. The parent who is scheduled to be exercising parent-time during the applicable period shall have priority and the first opportunity to care for the minor child(ren). If that parent is unavailable, the other parent shall be offered the opportunity to provide care before third-party childcare is utilized.

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

15. Conduct Around the Children

- a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.
- b. Neither party shall discuss court matters with or in front of the children.
- c. Neither party shall disparage the other on social media or in public.

16. Introducing New Partners

- a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive.
- b. Notice shall be given to the other parent beforehand.

17. Shared Calendar

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

18. Substance Use Restrictions

a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the children or prior to transporting them.

b. Alcohol and medications shall be stored securely and out of the children's reach.

19. 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 14th day of July 2026.

*E-signed by Wade Taylor
with permission of Samantha Giustino*

/s/ Samantha Giustino

SAMANTHA GIUSTINO
Petitioner

APPROVED AS TO FORM this 16th day of July 2026.

*E-signed by Wade Taylor
with permission of Nicholas Giustino*

/s/ Nicholas Giustino

NICHOLAS GIUSTINO
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 14th 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:

SAMANTHA GIUSTINO
Petitioner
Email: sam.giustino@gmail.com

NICHOLAS GIUSTINO
Respondent
Email: npg011@me.com

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR
Attorney