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

IN THE MATTER OF THE MARRIAGE OF:

NICOLE LYNN TINEO,
Petitioner,

and

MICHAEL TINEO,
Respondent.

DECREE OF DIVORCE

Case No. 254901811

Judge: Richard Daynes
Commissioner: Renee Blocher

THIS MATTER is before the Court on Petitioner, Nicole Lynn Tineo's *Verified Petition for Divorce*. Respondent, Michael Tineo, was served with a relevant copy of the Petition. The Parties came to a resolution, and a *Stipulation and Property Settlement Agreement* was signed and filed with the Court on July 23, 2026. The Court otherwise being fully informed, and for good cause, hereby:

ORDERED, ADJUGED, AND DECREED

DIVORCE

1. Petitioner, Nicole Lynn Tineo, is granted a divorce based upon the Parties' Stipulation and Property Settlement Agreement. The decree to become final upon entry.

GROUND AND JURISDICTION

2. Petitioner is an actual and bona fide resident of Salt Lake County, State of Utah, and has been for at least three (3) months prior to the filing of this divorce action.
3. The parties are wife and husband, having been married on August 13, 2016, in New York County, State of New York and are presently married.
4. During the course of the marriage, the parties have experienced differences that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.
5. The parties have three (3) minor children, to wit: M.J.T. Jr. (born 5/7/2017); M.J.T. (born 10/17/2018); and, N.E.T. (born 7/16/2020). No other children are expected.
6. The minor children have resided with both parties in the State of Utah for at least six (6) months prior to the filing of the Petition in this matter.
7. During the course of the marriage, the parties have acquired interests in property and incurred certain debts.
8. Neither party is engaged in military service.
9. As a consequence of the foregoing, and in an effort to resolve all issues concomitant to their divorce, the parties desire to enter into this binding Agreement.
10. The acknowledgments and stipulations herein are dependent upon and made in contemplation of the parties' agreement to and execution of this Agreement, and the same being approved by the court.

STIPULATION

11. **Breach of Agreement.** The parties agree that this Agreement is a complete settlement of all rights either party may have in the other's property, whether presently existing or hereafter

acquired. The parties have agreed that this distribution of assets/property is based upon information known by the parties at this time. If a party failed to disclose an asset to the other, that asset shall be divided equally by the parties unless the Court orders that the asset shall be awarded completely to the non-disclosing party.

12. Final Agreement: The parties agree that this Agreement is a complete settlement of all rights either party may have in the other's property, whether presently existing or hereafter acquired.

13. Choice of Law/Severability: The parties agree that this Agreement and all rights and obligations of the parties hereunder shall be construed according to the laws of the State of Utah without regard to conflicts of law. If any term, paragraph, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

14. Decree of Divorce: The parties agree that a Decree of Divorce shall be granted, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences. The Decree of Divorce shall incorporate the terms set forth in this Agreement.

15. Michael currently resides in the basement of the marital residence. Michael agrees that he shall vacate the residence within forty-five (45) days of receipt of his portion of the 401k distribution payment, but in no event later than December 31, 2026.

16. In the interim, both parties shall conduct themselves respectfully toward one another and make reasonable efforts to maintain a peaceful living environment. In the event the living arrangement becomes untenable for either party, Michael shall vacate the residence within forty-

five (45) days of written notice from the other party. If Michael is unable to secure alternative housing within that time, the parties shall participate in mediation in good faith to address interim housing arrangements and resolve the issue.

CUSTODY/CHILDREN

17. Legal Custody. The parties agree that they shall be awarded joint legal custody of the minor children subject to the following parenting plan:

- a.** The parties shall be mutually restrained from being under the influence of alcohol, illegal drugs, or prescribed medications that would impair their ability to safely and legally transport or care for the minor children while the children are in their care. Each party shall take prescribed medications only as directed by the prescribing provider.
- b.** The parties shall exchange information concerning the health, education, religious upbringing, and general welfare of the minor children and shall meaningfully confer with one another prior to making major decisions affecting the children.
- c.** Each party shall have the authority to make routine day-to-day decisions and emergency decisions affecting the children while the children are in that party's care. In the event of an emergency involving a child, the parent making the emergency decision shall notify the other parent as soon as reasonably practicable.

d. The parties shall not use the children as a means of communication and shall communicate with one another in a courteous, respectful, and child-focused manner.

e. The parties shall be mutually restrained from speaking negatively about the other parent to or in the presence of the minor children. If either party becomes aware that a third party is speaking negatively about the other parent to or in the presence of a minor child, that party shall make reasonable efforts to remove the child from the situation. The parties shall further be restrained from threatening, degrading, name-calling, or otherwise involving the children in adult conflict.

f. Neither party shall have unilateral final decision-making authority regarding major issues involving the children, including but not limited to medical care, educational decisions, religious upbringing, counseling, psychological services, or extracurricular activities that substantially affect the children or the parenting schedule.

g. In the event the parties are unable to reach agreement after meaningful discussion and good-faith efforts to resolve the issue, the parties shall first consult with the relevant professional, provider, or neutral authority associated with the issue in dispute. By way of example, medical issues may be addressed with the treating physician or qualified medical provider, educational concerns may be addressed with the child's teachers, counselors, principal, or educational

specialists, and religious concerns may be addressed with the parties' agreed religious leader or advisor.

- i. The parties shall make reasonable good-faith efforts to follow the recommendations or guidance of the relevant professional or neutral authority in furtherance of the children's best interests.
 - ii. If the parties remain unable to resolve the issue after consultation with the relevant professional or authority, the parties shall participate in mediation prior to seeking court intervention absent an emergency affecting the health or safety of the children.
- h.** The parties agree that the children shall remain enrolled in their current schools and feeder school system absent further written agreement of the parties or further order of the Court. Neither party shall relocate the children's primary residence in a manner that would require a change of schools absent written agreement of the parties or court order.
- i.** During the time the children are in school, exchanges will take place at school with the parent ending his/her parent-time dropping the children off at school. When school is not in session, the parent starting his/her parent-time will be responsible for picking up the minor children, unless otherwise agreed by the parties. Exchanges shall take place at 8:00 a.m. unless otherwise agreed.
- j.** Each party shall have the first right to provide care for the minor children if the other party is not personally available for a period of overnight or longer.

k. The parties acknowledge that Nicole currently works remotely from Utah and that her employment may involve future opportunities or requirements outside the State of Utah. In the event a work-related relocation opportunity arises, the parties acknowledge that Michael is not necessarily opposed to relocating to the same geographic area as Nicole and the children; however, nothing herein shall obligate Michael to relocate, and the parties merely wish to acknowledge that such discussions have occurred.

l. If such an opportunity arises, Nicole agrees to make reasonable good-faith efforts through any available relocation package, employment negotiations, or employer benefits to explore options that may assist Michael in relocating to the same geographic area as the children if feasible, including possible moving, housing, or transportation assistance. However, no specific financial obligation or agreement to relocate shall exist unless separately agreed to in writing by the parties or ordered by the Court.

m. Absent further written agreement, both parties shall maintain residences within approximately twenty-five (25) minutes of the children's current schools so long as the children remain enrolled therein, and the children shall remain enrolled in their current schools and feeder school system pursuant to the joint legal custody provisions herein.

n. If either party intends to relocate without the minor children and without the consent of the other parent in a manner contemplated under Utah Code § 81-9-209, that party shall comply with the notice and other requirements of the statute,

and parent-time shall proceed pursuant thereto unless otherwise agreed in writing by the parties.

o. If the parties cannot agree regarding parent-time or logistical arrangements associated with a proposed relocation, they shall participate in mediation prior to seeking court intervention unless emergency circumstances exist.

p. Each party shall have access to the children's education and medical records and shall be listed as emergency contacts.

q. For emergency purposes, whenever a child travels with either parent, all of the following shall be provided to the other parent:

- i. An itinerary of travel dates;
- ii. Destinations; and
- iii. Places where the children or traveling parent can be reached.

r. The parties will support the minor children's opportunities to travel and will share the child's passports and cooperate in obtaining and/or renewing passports for the minor children as needed.

s. Education Plan:

- i. Petitioner's residence shall be designated as the minor children's residence for school purposes unless otherwise agreed.
- ii. If the parties cannot come to an agreement on educational decisions for a child, the parties will follow the dispute resolution mechanism listed above. If the parties are unable to reach a resolution, the parties agree to mediate the issue.

iii. Each parent shall have access to the children at school during his or her parent-time, and each shall have the right to attend any school events for the children regardless of parent-time.

18. The parties agree that each will be entitled to contact the minor children via phone, text, or virtually (e.g. Facetime) at reasonable times and for reasonable durations.

19. The parties agree that for non-emergency situations involving the minor children or financial issues, they will communicate via email and that each party will reply to the other party's email within 48 hours. This does not apply in emergency situations or for logistics on transportation for the minor children.

20. Physical Custody. The parties agree to share joint physical custody of the minor children pursuant to a 60/40 parent-time schedule.

21. Parent Time. Parent-time with the minor children shall be as the parties may mutually agree. The parties agree to remain flexible and cooperative in accommodating the children's schedules, activities, emotional needs, and each parent's availability.

a. The parties acknowledge that the schedule set forth herein is intended to serve as a baseline schedule in the event the parties cannot otherwise agree.

b. The parties acknowledge that the children's schedules may remain somewhat fluid depending upon school activities, extracurricular activities, vacations, social events, holidays, travel, and the children's evolving needs. Any mutually agreed deviations from the parent-time schedule shall not be used by either party as a basis to later argue modification of custody, waiver of rights, or a permanent change to the parent-time structure.

c. In the event the parties cannot agree, the parties shall exercise a 60/40 parent-time schedule with exchanges occurring Sunday evenings at 7pm.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Nicole	Nicole	Nicole	Nicole	Nicole	Nicole	Nicole
Week 2	Nicole	Nicole	Michael	Michael	Michael	Michael	Michael
Week 3	Nicole	Nicole	Nicole	Nicole	Nicole	Nicole	Nicole
Week 4	Nicole	Nicole	Michael	Michael	Michael	Michael	Michael

Thereafter, the schedule shall continue alternating weekly in the same fashion.

22. The parties will share holidays as agreed, or if the parties are unable to agree, as follows:

a. The parties intend to share holidays, birthdays, and special occasions together or through flexible arrangements whenever mutually agreeable and appropriate for the children. The parties acknowledge that cooperative sharing of important events is generally in the children's best interests and that the holiday schedule set forth below is intended to serve only as a default fallback schedule in the event the parties are unable to reach an agreement regarding a particular holiday, birthday, or occasion.

Odd Years	Even Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	President's Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Spring Break 6:00 p.m. on the day that school dismisses for spring break to the day following the end of spring break with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Father	Memorial Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Father	Father	Father's Day 9:00 a.m. on the holiday to 7:00 pm. on the holiday
Father	Mother	Juneteenth 6:00 p.m. on the day before Juneteenth National Freedom

		Day if the day before is not Father's Day; or, 9:00 a.m. on Juneteenth if the day before is Father's Day. The holiday period ends at 6:00 p.m. on the day following Juneteenth.
Mother	Father	July 4th 6:00 p.m. on July 3 rd until 6:00 p.m. on July 5 th
Father	Mother	July 24th 6:00 p.m. on July 23 rd until 6:00 p.m. on July 25 th
Father	Mother	Labor Day after school on the Friday before holiday, or 9:00 a.m. if school is not in session, to the day following the holiday with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Columbus Day 6:00 p.m. the day before Columbus Day until 7:00 p.m. on Columbus Day
Mother	Father	Fall Break Weekend 6:00 p.m. on the day that school dismisses for fall break to the day following the end of fall break with drop off at school, or 8:00 a.m. if school is not in session.
Father	Mother	Halloween October 31 st or the day that Halloween is traditionally celebrated in the local community, from the time school is dismissed or 4:00 p.m. if there is no school, until 9:00 p.m. on the same day the holiday begins.
Mother	Father	Veteran's Day 6:00 p.m. the day before Veteran's Day until 7:00 p.m. on Veteran's Day.
Father	Mother	Thanksgiving begins when school is dismissed for Thanksgiving until the Monday following Thanksgiving with drop off to school, or 8:00 a.m. if there is no school.
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day begins when school is dismissed for winter break until December 27 th at 7:00 p.m.
Father	Mother	Second Half of Christmas Vacation , begins on December 27 th at 7:00 p.m. until drop off at school on the day that school resumes after the winter break.
Mother	Father	The day before or after child's birthday from 3:00 p.m. until 9:00 p.m.
Father	Mother	Child's actual birthday from 3:00 p.m. until 9:00 p.m.

23. The parties will each be entitled to two weeks of uninterrupted parent-time during the summer. The parties will not "stack" this time onto regular parent-time or holidays unless otherwise agreed – neither party will have more than 14 consecutive days of parent-time, unless otherwise agreed by both parties.

24. In calendar years ending in an even number, Nicole shall have the first choice of summer parent-time. In calendar years ending in an odd number, Michael shall have the first choice. The parent with first choice shall provide the other parent with written notice of their selected

summer parent-time by May 1st. The other parent shall provide written notice of their selected summer parent-time by May 15th. If the parent with first choice fails to provide notice by May 1st, the other parent shall be entitled to first choice for that year.

25. Child Support. The parties agree that for purposes of calculating child support Nicole earns \$21,536 in gross monthly income. Respondent is currently unemployed but the parties agree he has the ability to earn \$4,000.00 in gross monthly income.

26. Pursuant to the Utah Child Support Act, based on 220/145 overnights, Petitioner is awarded as to child support obligation **\$85.00 per month**. Respondent's monthly child support using the sole custody worksheet is \$578.00 per month. Petitioner's monthly child support obligation using the sole custody worksheet is \$3,106.00 per month. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

27. Pursuant to the parties' respective incomes and the applicable child support guidelines, Petitioner's presumptive child support obligation would be approximately \$1,230.00 per month. However, the parties have knowingly and voluntarily agreed to deviate from the presumptive guideline child support amount based upon the unique financial structure of their settlement agreement and their mutual assessment of the children's best interests.

28. Specifically, in lieu of ongoing monthly child support payments, Petitioner shall be solely responsible for payment of the minor children's health insurance premiums, educational

expenses, agreed extracurricular activity expenses, and other child-related costs as set forth herein. Additionally, the parties acknowledge that the lump sum financial settlement, Nicole's assumption of sole liability for the approximately \$225,000 HELOC debt referenced in the Real Property paragraph; the \$60,000 SOFI debt (see debt paragraph); the personal loan for \$35,000 (see personal loan paragraph); the Carry forward taxes (see tax paragraph) and the overall property division account for and offset financial inequities in Respondent's favor, including consideration of the guideline child support calculation. The parties further acknowledge that this deviation is part of an integrated settlement structure intended to reduce ongoing conflict and financial entanglement between the parties while continuing to adequately provide for the needs of the minor children.

29. The parties believe this arrangement is fair, reasonable, financially workable, and in the best interests of the minor children. Accordingly, the parties request that the Court approve the agreed deviation from the presumptive child support guidelines.

30. Should either party later desire to reassess child support, the issues of health insurance premiums, educational expenses, agreed extracurricular activities, and other child-related costs as set forth herein shall likewise be negotiated de novo at that time.

a. Income Withholding. The party receiving child support is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to Utah Code §26B-9-303.

b. Adjustment of Child Support. A child support order may be adjusted pursuant to Utah Code §26B-9-221.

31. Child Care Expenses. In accordance with Utah Code § 81-6-209, the parties will share equally the work-related child care expenses incurred by the parties. The parties shall mutually agree upon any paid child care arrangements prior to enrolling the minor children in such care.

32. Medical Expenses. In accordance with Utah Code §81-6-208, the parties will provide and maintain medical insurance for the minor children if it is available to them at reasonable cost and is accessible to the child. Currently, Nicole is providing the minor children's medical insurance and shall pay for the minor children's premiums without reimbursement by Michael subject to the child support guidelines set forth above.

a. The parties will equally share in the cost of the minor children's medical insurance and out-of-pocket medical, dental, orthodontia, and therapeutic expenses pursuant to Utah Code § 81-6-208. If at any point in time the children are on health insurance plans of both parties, Petitioner's health insurance plan will be primary and Respondent's health insurance plan will be secondary.

b. If at any point child support is reassessed, and Nicole is no longer solely liable to pay for the minor children's health insurance premiums, the children's portion of the medical insurance is a per capita share of the premium actually paid. The premium expense 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 in the instant case.

c. The parties agree to provide the minor children's medical providers a copy of the Decree of Divorce so that each party may be billed independently for any out-of-pocket medical expenses. To the extent this is not possible, the party

incurring the expense will provide written verification of the cost and payment of the expense to the other parent within thirty (30) days of payment. The other parent will remit reimbursement of his/her one-half share within thirty (30) days of receipt of the verification.

d. Pursuant to Utah law, all medical, dental, orthodontic, optometric, mental health, and other healthcare providers for the minor children shall, upon request, bill each party separately for their proportionate share of uninsured medical expenses whenever reasonably possible.

33. Extracurricular Activities. The parties agree to share equally in the cost of any extracurricular activities for the minor children provided the activities have previously been agreed to or for any new activities that they are agreed to by the parties in writing and in advance.

34. Education Expenses. The parties agree that Nicole will pay for any mandatory education expenses incurred for the minor children.

a. If at any point financial situations change after the decree of divorce is issued, the parties agree to follow the dispute resolution mechanism listed above. If the parties cannot reach an agreement, then the parties agree to mediate the issue.

35. Dependency/Tax Exemptions. The parties agree that, as part of this global settlement, they shall allocate the minor children for income tax dependency exemption purposes in the following manner so long as the claiming party is current on any court-ordered financial obligations and otherwise legally eligible to claim the child under applicable tax law. While there

are three minor children eligible to be claimed, Nicole shall be entitled to claim the oldest minor child each tax year, Michael shall be entitled to claim the youngest minor child each tax year, and the parties shall alternate claiming the middle child, with Nicole claiming the middle child in even-numbered tax years and Michael claiming the middle child in odd-numbered tax years. Once only two minor children remain eligible to be claimed, Nicole shall claim the oldest remaining child each tax year, and the parties shall alternate claiming the youngest remaining child, with Nicole claiming the child in even-numbered tax years and Michael claiming the child in odd-numbered tax years. Once only one minor child remains eligible to be claimed, the parties shall alternate claiming that child, with Nicole claiming the child in even-numbered tax years and Michael claiming the child in odd-numbered tax years.

36. The parties agree to execute any IRS forms or other documentation reasonably necessary to effectuate the allocation of the dependency exemptions and associated child-related tax benefits contemplated herein.

PROPERTY

37. Real Property. During the marriage, the parties acquired a home and real property (the “marital home”) located at 1598 West Brushline Lane, South Jordan, Utah 84095. The parties agree that the marital home has an approximate value of \$774,410 and is encumbered by a first mortgage with an approximate balance of \$323,000 and a second mortgage/HELOC with an approximate balance of \$429,000.

38. The parties acknowledge that a substantial portion of the HELOC indebtedness was incurred as a result of expenditures made by Respondent, including significant gambling-related expenditures, although a portion of the funds was also utilized for improvements and remodeling

to the basement of the marital residence. The parties further acknowledge that both the title to the marital residence and the mortgage obligations are solely in Nicole's name.

39. Petitioner shall be awarded the marital home free and clear of any claim by Respondent and shall be solely responsible for all indebtedness, liabilities, taxes, insurance, maintenance, and expenses associated therewith, and shall indemnify and hold Respondent harmless therefrom.

40. The parties specifically acknowledge that Nicole's assumption of the entirety of the mortgage and HELOC obligations — including debt substantially incurred by Respondent — constitutes a significant component of the overall equitable distribution of assets and liabilities between the parties. The parties further acknowledge that Nicole is assuming responsibility for a substantial variable-interest debt obligation for which she is currently only able to make interest-only payments, resulting in a significant ongoing monthly financial burden.

41. Accordingly, the parties agree that Nicole's assumption of these obligations, together with the overall property division and lump sum financial settlement, has been taken into consideration in structuring and resolving the issues of alimony, child support deviation, and the overall financial settlement between the parties.

42. Personal Property. The parties agree that each party will be awarded any premarital property and/or inherited property free and clear of any claim by the other party. Each party will be awarded his or her personal items, clothing and personal effects. Petitioner will be awarded the furnishings and décor in the marital home.

43. Vehicles. The parties agree that Petitioner will be awarded the 2025 Kia Telluride free and clear of any claim and subject to the liability owing thereon (it is a lease) and will hold

Respondent harmless therefrom. The parties agree that Respondent will be awarded the Honda Accord free and clear of any claim by Petitioner and will hold Petitioner harmless therefrom.

44. Financial Accounts. The parties agree that their financial accounts will be divided as follows:

a. Petitioner will be awarded the following financial accounts free and clear of any claim by Respondent:

- i. Key Bank checking (x0365), balance of approx. \$19,000;
- ii. Key Bank savings (x3255), balance of approx. \$11,115; and
- iii. Merrill – Quin Emanuel 401k plan with a balance of approx. \$549,525;

b. Respondent will be awarded the following financial accounts free and clear of any claim by Petitioner:

- i. Fidelity (x6042), balance of approx. \$40.
- ii. 401k – Michael previously held a 401k through the hospital and Michael represents that he cashed it out.

45. Business Interests. The parties agree that Nicole will be awarded her 16% ownership in Karta Legal (legal consulting business) free and clear of any claim by Respondent.

46. Debts. The parties agree that during the course of the marriage they acquired certain debts which will be divided as follows:

a. Petitioner shall be liable and hold Respondent harmless on the following unsecured debts:

- i. Any debts solely incurred in Nicole's name, including but not limited to the Sofi Bank cash loan ending in x0585-0 with an approximate balance of \$60,399, shall be the sole responsibility of Nicole, and she shall indemnify and hold Michael harmless therefrom.
 - ii. The parties acknowledge, however, that the Sofi loan was solely incurred for Michael's benefit and/or obligations and that Nicole's assumption of sole responsibility for said debt has been considered as part of the overall equitable distribution of assets and liabilities between the parties, including as an offset in determining the equalization payment and overall financial settlement structure.
 - iii. Bank of America/National Debt Relief Program (x0759), approx. balance owed of \$18,587;
 - iv. Bank of America credit card (x6080), approx. balance owed of \$20,115; and
 - v. Citi AAdvantage Mastercard (x2803), approx. balance owed of \$18,938.36.
- b.** Respondent shall be liable and hold Petitioner harmless on the following unsecured debts:
- i. Citi Loan (x8631);
 - ii. Citi Loan (x9050);
 - iii. Citi Mastercard (x5939);

- iv. Citi Premier (x0120);
- v. Citi Loan (x0760);
- vi. KeyBank (x1140);
- vii. Upstart Loan (x8780);
- viii. Best Egg (xx3088);
- ix. American Express (x3000);
- x. \$30,000 personal loan from Petitioner.

1. The parties acknowledge that this loan was borrowed by Michael and that repayment has not occurred. As part of the overall global settlement structure, Nicole agrees to forgive this obligation in consideration of Michael's limited contribution toward child-related expenses and other financial obligations referenced herein, as well as the overall equitable distribution of assets and liabilities between the parties.

2. The parties further acknowledge that the forgiveness of this debt has been taken into consideration in determining the equalization payment, child support deviation, and overall financial settlement between the parties.

- xi. Investors owed: M.T (\$4,000), V.T. (\$13,000), S.T. (\$28,000), and B.A. (\$3,260).
- xii. Any debts held solely in his name.

47. The parties agree that this list comprises all of the parties' unsecured debts. If any jointly held debts are later discovered, the party incurring the debt shall be liable and hold the other party harmless on such debt unless it is discovered that a party fraudulently incurred the debt in the other party's name.

48. **Alimony.** The parties agree that neither party will be awarded alimony and that any claim for alimony either party has against the other is forever waived.

49. **Settlement Payment.** The parties agree that, as part of this global settlement, Petitioner shall transfer the sum of \$150,000.00 from her 401(k) account to Respondent via a Qualified Domestic Relations Order ("QDRO"). The transfer shall be treated as incident to divorce pursuant to applicable federal law and regulations governing retirement distributions.

50. Respondent, together with his financial advisor or planner, shall be solely responsible for determining the manner in which he wishes to receive or allocate the transferred funds, including but not limited to transfer into an IRA, 401(k), or a combination thereof, so long as the division remains compliant with the requirements of the retirement plan administrator and applicable law.

51. **Taxes.** The parties agree to file a joint tax return for 2025 and any refund received shall go towards the minor children's expenses, summer camps, flights, and/or other activities benefiting the children.

52. The parties acknowledge that, as a result of losses incurred and reported on prior joint tax returns related primarily to Michael's trading activities, there exist substantial capital loss carryforwards that may be utilized to offset future taxable income for an extended period of time.

53. As part of the overall global settlement, Michael shall be entitled to receive the benefit of any such capital loss carryforwards to the extent permitted by applicable tax law. The parties

further acknowledge that the allocation of these tax benefits to Michael has been considered as part of the overall equitable financial settlement between the parties, including the agreed deviation from guideline child support, waiver or limitation of alimony claims, allocation of debt, and the overall balancing of financial inequities between the parties.

MISCELLANEOUS

54. Name Change. The parties agree that Petitioner may be restored the use of her maiden name should she so choose.

55. Attorney Fees. The parties agree that each party will pay his/her own attorney fees incurred herein.

56. Mutual Restraining Order.

a. The parties agree to be mutually restrained from bothering, harassing or threatening one another. Neither party will enter the residence of the other without permission directly from the other party.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing legal issues between the parties in front of the children or allowing a third party to do so. The parties are restrained from discussing the children's relationship with the other parent in front of the children, or from questioning, interrogating, or otherwise "pumping" the

children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

d. The parties will not use the children to deliver their messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any children's activity.

e. The parties shall not make disparaging remarks to one another or to their children about one another or each other's extended family or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

f. The parties shall not go to the other party's place of employment or residence except for child exchanges without written permission from the other party.

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

57. Each party shall cooperate with the other through counsel or otherwise to effect changes in title(s) within thirty (30) days of entry of the Decree of Divorce in this matter unless otherwise set forth above, to effect changes in property to be distributed, to change the names and responsibilities for payment on the charge accounts and other debts allocated between the parties, and to cooperate in each and every other way necessary and proper to ensure that the terms of the Decree of Divorce are carried out in every detail. Each party shall sign any and all documents necessary to implement all of the terms and conditions as set forth above.

58. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed by the parties to this action and subsequently approved by the Court. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

OTHER RELIEF IF EQUITABLE AND JUST

59. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

***Executed and entered by the Court as indicated by the date and seal at the top of this document.**

Approved as to form:

/s/Nicole Lynn Tineo
NICOLE LYNN TINEO
Petitioner

/s/Michael Tineo
MICHAEL TINEO
Respondent