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|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>IN THE THIRD JUDICIAL DISTRICT<br/>COURT<br/>OF SALT LAKE COUNTY, SALT LAKE<br/>DEPARTMENT, STATE OF UTAH</p>                        |                                                                                                                                                 |
| <p>In the Matter of the Marriage of<br/><br/>DIJANA LOVIC,<br/><br/>Petitioner,<br/>and<br/><br/>JASMIN LOVIC,<br/><br/>Respondent.</p> | <p>DECREE OF DIVORCE<br/>AND JUDGMENT<br/><br/>Civil No. 264903214 DA<br/><br/>Judge TODD M. OLSEN<br/><br/>Commissioner MICHELLE BLOMQUIST</p> |

The above-entitled matter came before the Honorable Judge TODD M. OLSEN.

Petitioner, DIJANA LOVIC, (herein after referred to as “Dijana” or “Petitioner”) was represented by Christopher J. Martinez, LEGAL AID SOCIETY OF SALT LAKE. Respondent, JASMIN LOVIC, (herein after referred to as “Jasmin” or “Respondent”) was regularly served but failed to appear in person or otherwise file responsive pleadings and the Court therefore enters Jasmin's default. Dijana has attended the Mandatory Divorce Education Course and said attendance has been waived for Jasmin. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Dijana is hereby awarded a Decree of Divorce from Jasmin, such to become final upon signature and entry herein.

2. Dijana and Jasmin were married on July 20, 2012, in Salt Lake City, Utah. The parties separated on or about March 2, 2026.

Provisions Relating to the Children of the Marriage

3. There have been three (3) minor children born as issue of this marriage, to wit:

**A.L., born May of 2016; A.L., born July of 2013; and M.L., born May of 2019.**

Provisions Relating to Child Custody and Parent-Time

4. Both parties are awarded the joint legal custody of the minor children of the parties, but Dijana is awarded the sole physical custody of the children, subject to Jasmin's right to parent-time with the children at reasonable times and places pursuant to the following statutory schedules:

5. Reasonable parent-time shall be as the parties agree. If the parties do not agree to a parent-time schedule, the following schedule pursuant to Utah Code § 81-9-304 and § 81-9-301 is considered the minimum parent-time to which the noncustodial parent and the children are entitled:

**Utah Code § 81-9-302. Minimum schedule for parent-time for a child five to 18 years old.**

**a. Every week:**

- i. one weekday evening to be specified by the noncustodial parent or the court or Wednesday if not specified beginning at 5:30 p.m. and ending at 8:30 p.m.; or
- ii. at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

A. beginning at the time that the child's school is regularly dismissed and

ending at 8:30 p.m.; or

B. if school is not in session, the noncustodial parent is available to be with the child, and in accommodation with the custodial parent's work schedule, beginning at 8 a.m. and ending at 8:30 p.m.;

b. **Weekends:** alternating weekends beginning at 5:30 p.m. on Friday and ending at 8:30 p.m. on Sunday, or at the election of the noncustodial parent:

i. beginning at the time that the child's school is regularly dismissed on Friday and ending on Sunday at 8:30 p.m.; or

ii. if school is not in session, the noncustodial parent is available to be with the child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 8 a.m. and ending on Sunday at 8:30 p.m.;

c. **Holidays:** each holiday granted to the noncustodial parent in accordance with the holiday schedule below.

d. **Extended parent-time:** the noncustodial parent is entitled up to four weeks of parent-time when school is not in session for summer break beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

i. two weeks, which may be consecutive, shall be **uninterrupted** parent-time for the noncustodial parent; and

ii. two weeks, which may be consecutive, may be **interrupted** by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

iii. the custodial parent is entitled to uninterrupted parent-time with the child for two weeks, which may be consecutive, when school is not in session for summer break.

iv. extended parent-time above shall be consecutive, except that the four weeks of extended parent-time for the noncustodial parent may be divided into two separate 14-day periods that are not consecutive.

v. each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break as follows:

**A. in odd-numbered years:**

1. the noncustodial parent shall provide notice to the custodial parent by May 1; and

2. the custodial parent shall provide notice to the noncustodial parent by May 15; and

**B. in even-numbered years:**

1. the custodial parent shall provide notice to the noncustodial parent by May 1; and

2. the noncustodial parent shall provide notice to the custodial parent by May 15.

vi. If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

- vii. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.
- viii. If a custodial parent intends to interrupt a noncustodial parent's parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.
- ix. An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule. An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.
- x. Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:
  - A. the holiday schedule for Mother's Day or Father's Day;
  - B. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;
  - C. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;
  - D. extended parent-time; and
  - E. the schedule for weekday or weekend parent-time.
- xi. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.
- xii. A stepparent, grandparent, or other responsible adult designated by a parent, may pick up the child for parent-time if the other parent is aware of the identity of the individual and the noncustodial parent will be with the child by 7 p.m.
- xiii. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.
- xiv. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.
- xv. Telephone contact shall be at reasonable hours and for a reasonable duration.
- xvi. Virtual parent-time, if the equipment is reasonably available and the parents

reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

A. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

1. the best interests of the child;
2. each parent's ability to handle any additional expenses for virtual parent-time; and
3. any other factors the court considers material.

Virtual parent-time supplements, but does not replace, in-person parent-time.

xvii. If there is a child five to 18 years old and a child under five years old and both children are the natural or adopted children of the parties, the parents and the court should consider an upward deviation for parent-time with all the children so that parent-time is uniform based on a schedule under this section.

e. **Modify schedule:** Once a parent-time schedule has been established for a minor child, the parties may only modify the parent-time schedule if:

(1) there is mutual consent of the parties to the modification that is in writing and signed by both parties; or

(2) the court modifies the parent-time schedule in a new order.

f. **Holiday schedule:** The following table is the holiday schedule for parent-time for a child five to 18 years old.

| HOLIDAY                                | HOLIDAY TIME PERIOD                                                                                                                                                                                                                                      | Years Non-custodial Parent is Granted Holiday | Years Custodial Parent is Granted Holiday |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-------------------------------------------|
| <b>Dr. Martin Luther King Jr. Day:</b> | (1) Holiday begins:<br>(a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day. | Odd Years                                     | Even Years                                |
| <b>President's Day:</b>                | (1) Holiday begins<br>(a) at the time that school is dismissed for Presidents' Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes.                  | Even Years                                    | Odd Years                                 |
| <b>Spring Break:</b>                   | (1) Holiday begins at<br>(a) the time that school is dismissed for spring break; or                                                                                                                                                                      | Odd Years                                     | Even Years                                |

|                                        |                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                   |                                                                                                |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
|                                        | (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes.                                                                                                                                                                                  |                                                                                                   |                                                                                                |
| <b>Memorial Day:</b>                   | (1) Holiday begins :<br>(a) at the time that school is dismissed for Memorial Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Memorial Day.                                                                                                                                                 | Even Years                                                                                        | Odd Years                                                                                      |
| <b>Mother's Day:</b>                   | (1) Holiday begins at 5:30 p.m. on the day before Mother's Day.<br>(2) Holiday ends on Mother's Day at 8:30 p.m.                                                                                                                                                                                                                                                      | Every year if noncustodial parent is the mother or other parent granted the holiday in the order. | Every year if custodial parent is the mother or other parent granted the holiday in the order. |
| <b>Father's Day:</b>                   | (1) Holiday begins at 5:30 p.m. on the day before Father's Day.<br>(2) Holiday ends on Father's Day at 8:30 p.m.                                                                                                                                                                                                                                                      | Every year if noncustodial parent is the father or other parent granted the holiday in the order. | Every year if custodial parent is the father or other parent granted the holiday in the order. |
| <b>Juneteenth National Freedom Day</b> | (1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day. | Even years                                                                                        | Odd years                                                                                      |
| <b>Independence Day:</b>               | (1) Holiday begins on July 3rd at 5:30 p.m.<br>(2) Holiday ends on July 5 <sup>th</sup> at 8:30 p.m.                                                                                                                                                                                                                                                                  | Odd Years                                                                                         | Even Years                                                                                     |
| <b>Pioneer Day:</b>                    | (1) Holiday begins on July 23 <sup>rd</sup> at 5:30 p.m.<br>(2) Holiday ends on July 25 <sup>th</sup> at 8:30 p.m.                                                                                                                                                                                                                                                    | Even Years                                                                                        | Odd Years                                                                                      |
| <b>Labor Day:</b>                      | (1) Holiday begins<br>(a) at the time that school is dismissed for Labor Day; or<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on Labor Day                                                                                                                                                          | Odd Years                                                                                         | Even Years                                                                                     |
| <b>Fall Break:</b>                     | (1) Holiday begins<br>(a) the time that school is dismissed for fall break; or                                                                                                                                                                                                                                                                                        | Odd Years                                                                                         | Even Years                                                                                     |

|                                              |                                                                                                                                                                                                                                                                                           |            |            |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                                              | (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes.                                                                                                         |            |            |
| <b>Halloween:</b>                            | (1) Holiday begins on October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 3 p.m. if there is no school.<br>(2) Holiday ends at 8:30 p.m. on the same day the holiday begins. | Even Years | Odd Years  |
| <b>Thanksgiving Holiday:</b>                 | (1) Holiday begins<br>(a) the time that school is dismissed for Thanksgiving; or<br>(b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes.                 | Even Years | Odd Years  |
| <b>Winter Break (First Half):</b>            | (1) Holiday begins at:<br>(a) the time that school dismisses for winter break; or<br>(b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday<br>(2) Holiday ends on December 27 <sup>th</sup> at 8:30 p.m.                      | Odd Years  | Even Years |
| <b>Winter Break (Second Half):</b>           | (1) Holiday begins on December 27 <sup>th</sup> at 8:30 p.m.<br>(2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.                                                                                                                                    | Even Years | Odd Years  |
| <b>Day of Child's Birthday:</b>              | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                                                                                                                                                                                                             | Even Years | Odd Years  |
| <b>Day Before or After Child's Birthday:</b> | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                                                                                                                                                                                                             | Odd Years  | Even Years |

6. Pursuant to Utah Code 26B-2-244, both parents shall have the right to obtain and access the medical records that pertain to the parent's children.

7. It is fair and reasonable that both parties are mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

a. Both parents shall restrain from disparaging the other in the presence of the minor children or on social media and shall prevent third parties from doing the same.

b. Both parents shall restrain from harming or threatening harm to the other party and shall prevent third parties from doing the same.

c. Both parents shall restrain from discussing the case, child support, or other adult topics with, within earshot or in the presence of the minor children and shall prevent third parties from doing the same.

d. Both parents shall keep all potentially dangerous substances locked away and out of reach of the minor children. Both parents should restrain from excessively drinking alcohol or using illegal drugs or taking prescription medications for other than their intended use, during or immediately prior to exercising parent-time and shall prevent third parties from doing the same.

e. Both parents shall keep the other apprised of their current address, telephone number, and email address at all times.

f. Jasmin is restrained from removing the minor children from the State of Utah without Dijana's written consent.

g. Pick up and drop off exchanges of the minor children for parent-time shall take place at the minor children's day care, school or as the parties agree.

h. Both parents shall be polite and cordial and behave maturely during exchanges of the children. The parents shall also prepare the children, both mentally and physically, for each parent-time exchange by having the children packed and ready to leave on time, and by encouraging the children to spend time with the other parent.

i. The parents shall use their best efforts to communicate with each other often about the minor children in the most reasonable manner, whether in person, by phone, or via text message.

j. Neither parent shall interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or any other schedule in writing mutually agreed upon and signed by both parties.

## **PARENTING PLAN**

8. The following provisions based upon the Advisory Guidelines of the Utah Code § 81-9-202 and § 81-9-101 through § 81-9-204(10) shall apply to govern all parent-time arrangements.

### **Information Sharing**

a. The parents will develop a working relationship as co-parents built on respect and cooperation. Both parents will do their best to listen to each other and try to be understanding of the other's point of view.

b. Both parents shall keep the other informed as to residence address, home, work and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency. If either parent changes any of his or her contact information as indicated above, that parent must notify the other parent in writing within 24 hours of the change. Both parents shall also provide their contact information to all third parties who are important in the children's lives, such as day care providers, educators, doctors, dentists, and both parents shall be listed as emergency contacts with those providers.

c. Both parents shall have access to all records of the children including, but not limited to, school, medical, dental, and psychological records, and this Parenting Plan shall constitute a release to allow each parent access to all records of the children. The parents will make arrangements with the minor children's schools for each parent to receive a copy of the children's report cards, school calendars, etc.

d. Unless each parent has independent access to this information, each parent shall share with the other all school work, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the minor children. Further, unless each parent has independent access to this information, each parent shall take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices and other significant events involving their children.

#### Co-Parenting Conduct

e. Both parents shall engage in civil communication and adopt a method of communication such as telephone, text, email, co-parenting apps, etc. to discuss matters relating to the minor children with each other only and shall avoid using the minor children to relay messages or information.

f. Both parents are restrained from making insulting, harmful or disparaging remarks about the other parent while in the presence of the minor children or on social media platforms and shall proactively restrain third parties from doing so.

g. Both parents shall support each other in their respective parenting roles and

encourage a positive relationship between the children and the other parent and encourage third parties to do the same. The parties shall respect the children's rights to have a meaningful bond with each parent, stepparents, and other relatives.

h. Both parents shall allow communication between the children and the other parent at reasonable hours and for reasonable duration.

#### Parent-Time

i. Both parents shall comply with the parent-time schedules unless they mutually agree to alter the schedules in writing. If either parent wrongfully denies parent-time as set forth herein without agreement by the other party, that parent will pay all costs associated with mediation or litigation associated with resolving the violation and to ensure future compliance.

j. Notwithstanding the above provision, both parents shall be flexible in making temporary adjustments in their parent-time schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment, but not unreasonably refuse.

k. Both parents shall give special consideration to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedules.

l. Neither parent shall schedule or promote to the children events or activities that fall on the other parent's parent-time without first obtaining permission from that parent in the

following manner: The requesting parent will notify the other parent of the event or activity and discuss with them the benefits of the children's attendance prior to discussing it with the children. If the other parent has something scheduled or decides that the children cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the children.

m. For school and other purposes, the residence of the parties' minor children shall be with **Dijana**.

n. Both parents shall have access to the children during school and authority to check the children out of school.

o. Regular school hours may not be interrupted for school-aged child/ren for the exercise of parent-time by either parent unless agreed to in writing.

p. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

q. Both parents shall have the children ready for transfers and at the appointed time. If a parent is unable to transfer the children because of unforeseen circumstances, that parent shall immediately notify the other parent and attempt to make mutually agreeable alternate arrangements. If a parent is more than 20 minutes late for a transfer, the other parent is not required to wait, and it is up to the parent who cannot comply with the appointed transfer to make alternate arrangements.

#### Decision Making

r. The parent who has physical custody of the children may make day-to-day decisions without having to consult with the other parent.

s. When there is a major decision regarding the minor children such as medical, dental, psychological treatment, education, extracurricular activities, religious upbringing, etc., the parents agree to work together in good faith, share relevant information and engage in meaningful consultation with one another to reach a mutual decision that is in the best interest of the children.

t. If the parents cannot reach a mutual decision, **Dijana** will make the final decision.

u. If the other parent believes that said decision is contrary to the best interests of the children, that parent may arrange for mediation of the issue through a mutually agreed upon mediator, or through Utah Dispute Resolution if they cannot agree. The requesting parent shall pay the cost of mediation, subject to further order of the court. If the parents reach an agreement in mediation, a copy of the agreement shall be provided to both parents. If the parents cannot reach an agreement at mediation, a parent may file a motion with the court to address the issue. In resolving the issue, the court may award attorney fees, mediation costs and other financial sanctions to the prevailing party.

#### Health Care

v. A parent shall notify the other parent of significant illnesses involving the children and any information relating to the children's medications.

w. In the event of a medical emergency involving the children, the parent with whom the children are with at the time of the medical emergency may make emergency treatment

decisions regarding the minor children and must notify the other parent of the medical emergency immediately.

x. The parent that provides insurance for the minor children shall give the other parent a duplicate insurance card to present to health care providers.

y. Both parents are entitled to initiate their own relationship with their minor child's health care providers and have complete access to their records.

#### Child Care

z. Parental care shall be presumed to be better care for the children than surrogate care and the parents agree to cooperate in allowing the parent who is willing and personally able to do so to provide the childcare. Childcare arrangements existing during the relationship are preferred, as are childcare arrangements with nominal or no charge.

aa. In the event that surrogate care providers are utilized by the parents, each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

bb. If either parent is going to be out of town or away from the children overnight or longer, the traveling parent shall offer the other parent the first right of refusal to care for the children. The parents shall provide as much advance notice as possible regarding travel or proposed changes to their parent-time schedule so the parties can make arrangements to provide surrogate care whenever possible. This provision is not intended to preclude the children from having sleepovers with friends or grandparents or preclude participation in extracurricular camps

or other sleep-away school or religious opportunities. The parent exercising their “right of first refusal” will be responsible for picking up and dropping off the minor children unless the parties agree otherwise in writing.

#### Vacations / Travel

cc. If a parent travels with the children out of the State of Utah, the traveling parent shall provide to the other the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children’s location.

dd. If a parent intends to travel outside of the country, that parent shall provide notice to the other parent at least four (4) weeks prior to the date of departure and shall provide the following to the non-traveling parent (1) an itinerary of travel dates, (2) destinations, (3) places where the children or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the children’s location.

i. Any travel out of the country must be agreed to in writing.

ii. Neither parent shall unreasonably withhold consent for international travel with the children, and each party shall cooperate fully to provide passports and other travel documents and/or permissions required for agreed upon international travel.

#### Relocation

ee. Should either parent permanently relocate from the State of Utah, said relocation would constitute a change of circumstances that would allow the issue of joint physical custody to be re-examined.

ff. In the event that either parent relocates more than 150 miles from their current residence, the guidelines for notification, parent-time, and transportation costs of the “Relocation Statute” outlined in U.C.A. § 81-9-209 shall apply.

#### Child’s Needs

gg. The parties acknowledge that all children share common needs regarding their parents and both parents shall work to ensure that these needs are being met:

- i. A child should be able to love and be loved by both parents without feeling guilt or disapproval.
- ii. A child should be protected from parents’ anger with each other.
- iii. A child should be kept out of the middle of the parents’ conflict, including not having to pick sides, carry messages, or hear complaints about the other parent.
- iv. A child should not be placed in a situation where they have to choose one of the parents over the other.
- v. A child should not have to feel responsible for the burden of either of the parents’ emotional problems.
- vi. A child should know well in advance about important changes that will affect the child’s life; for example, when one of the parents is going to move or get remarried.

- vii. A child should have reasonable financial support during their childhood.
- viii. A child has feelings and should be able to express their feelings, and both parents should listen to how the child feels.
- ix. A child should be able to just be a child.

### **END OF PARENTING PLAN**

#### Provisions Relating to Child Support Payments

- 9. Dijana is employed, earns **\$17.50** per hour, works **40** hours per week and therefore grosses **\$3,033** per month.
- 10. Jasmin is employed, earns **\$24** per hour, works 40 hours per week and therefore grosses **\$4,160** per month.
- 11. Pursuant to Utah Code § 81-6-202 Jasmin is ordered to pay child support to Dijana commencing April 1, 2026, the first day of the first month following the parties' separation date of March 2, 2026, as follows:
  - a. The sum of **\$935** per month as base support for the minor children of the parties pursuant to the Uniform Child Support Guidelines until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

b. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Temporary Aid to Needy Families, 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 obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 26B-9 Parts 4 and 5. This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Until such time that income withholding is commenced by the Office of Recovery Services, Jasmin should make child support payments directly to Dijana.

d. Pursuant to Utah Code § 81-7-102 all monthly payments of child support, maintenance or alimony provided in the order or decree shall be due on the first day of each month, unless otherwise specified.

e. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

f. Any Office of Recovery Service fee shall be paid by Jasmin. If Dijana is the ORS applicant and the fee is withheld by ORS from payments to Dijana, Jasmin shall reimburse Dijana for the fee.

g. The issue of child support arrearages, including child support owing or accruing prior to the entry of a court's order, may be determined by further judicial or administrative determination.

h. Pursuant to Utah Code § 81-6-104 and 204 each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be at least **\$935**. The child support obligation of the mother shall be at least **\$683**. Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the children have been voluntarily given, or to the state if the children are in state custody.

i. 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 to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the original order.

j. Under 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. Under Utah Code Ann. § 26B-9-211 if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

k. Under Utah Code § 81-6-202(8) and 81-6-212(3)-(4) 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: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result 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 must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

#### Provisions Relating to Health Insurance

12. Pursuant to U.C.A. § 81-7-102, (1953, as amended) the parent(s) shall provide health care coverage, as defined by Utah Code § 81-6-101, for the medical expenses of the dependent child.

a. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium 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 minor children of the parties in this case.

b. Both parties will share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including co-payments, co-insurance, and deductibles.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent will notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, orthodontic, or optical expenses shall provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, orthodontic, or optical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, orthodontic, or optical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of **Jasmin** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **Dijana** shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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.

#### Provisions Relating to Child Care Expenses

13. As the parties' minor children are school-aged, paid child care is not at issue between the parties. If child care becomes an issue, both parties shall share the expense equally pursuant to Utah Code § 81-6-209.

#### Provisions Relating to Life Insurance

14. Jasmin shall obtain a life insurance policy on Jasmin's life, so long as such is available at a reasonable cost or through Jasmin's employer, in a face amount of sufficient size to

provide for a monthly income equal to the child support payments herein. Jasmin shall maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, Respondent shall irrevocably designate the parties' minor children as beneficiaries on said life insurance policy, and designate Dijana as the trustee for said minor children.

#### Provisions Relating to Debts and Obligations

15. The parties are not aware of any debts from the marriage. Should any debts exist, each debt shall be the responsibility of the party incurring the debt.

#### Provisions Relating to Personal Property

16. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties are awarded said property as they have heretofore divided it.

#### Provisions Relating to Real Property

17. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

#### Provisions Relating to Alimony

18. Each party is fully capable of supporting themselves and, therefore, neither party is awarded alimony.

#### Provisions Relating to Pension and Related Assets

19. The parties have acquired no interest in any pension or profit-sharing plan during

the course of the marriage.

### Miscellaneous Provisions

#### Taxes

20. Dijana is entitled to claim the following minor child as an exemption for the purpose of filing federal and state income tax returns: **A.L., born May of 2016**. Provided that Jasmin is current in all child support obligations and all other financial obligations herein by December 31<sup>st</sup> of each tax year, Jasmin is entitled to claim the following minor child as an exemption for the purpose of filing federal and state income tax returns: **A.L., born July of 2013**. The parties shall claim the third child **M.L., born May of 2019** on alternate years with Dijana claiming said child in **even** numbered years and Jasmin claiming the child in **odd** numbered years.

a. When the oldest child reaches age 18 years and there are only two (2) minor children who can be claimed and provided that Jasmin is current in all child support obligations and all other financial obligations herein by December 31<sup>st</sup> of each tax year, each party is entitled to claim one (1) minor child as an exemption for the purposes of filing federal and state income tax returns every year.

b. At such time there is only one minor child who can be claimed and provided that Jasmin is current in all child support obligations and all other financial obligations herein by December 31<sup>st</sup> of each tax year, the parties are entitled to claim the child as an exemption for the purpose of filing federal and state income tax returns in alternating years with Dijana claiming the child in **even** numbered years and Jasmin claiming the child in **odd** numbered years.

c. In the event Jasmin is not current in all child support obligations and all other financial obligations herein by December 31<sup>st</sup> of each tax year allotted to Jasmin, Dijana shall be entitled to claim the parties' minor children as exemptions for the purpose of filing federal and state income tax returns for said tax year.

d. If either party is unable to realize a benefit by claiming the exemption for the purpose of filing federal and state income tax returns the other party shall be entitled to claim the parties' minor children as exemptions for the purpose of filing federal and state income tax returns for that year.

Attorney Fees

21. Each party is ordered to assume his/her own costs and attorney fees incurred in prosecuting this action.

Name Change

22. Dijana is restored the use of her former name, **DIJANA DUHERIC**, if she so desires.

Other

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

//END DOCUMENT//

*In accordance with the Utah Courts' electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner.*

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of July 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE AND JUDGMENT to be served [ ] via the court's electronic filing system, [X] by mail postage prepaid, [ ] via hand-delivery, [ ] via facsimile, [ ] via e-mail, as addressed, to:

JASMIN LOVIC, *Respondent*  
3582 S. LA SUESUE STREET  
WEST VALLEY CITY, UTAH 84119

|  |                                                                                     |
|--|-------------------------------------------------------------------------------------|
|  | <i>/s/ Kristie Cowman</i>                                                           |
|  | Kristie Cowman, Paralegal to<br>Christopher J. Martinez, Attorney for<br>Petitioner |