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IN THE THIRD DISTRICT COURT, SALT LAKE DEPARTMENT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

MIKHAILA BENEVIDES

and

HAMILTON BENEVIDES, JR.

DECREE OF DIVORCE

Civil No. 264902980

Judge Robert Faust

Commissioner Kim M. Luhn

The above-entitled matter came before the court on Mikhaila's Petition for Divorce, the issued Default Certificate, and Mikhaila's Declaration of Jurisdiction and Grounds. Mikhaila Benevides hereinafter will be referred to as "Mikhaila" and Hamilton Benevides hereinafter will be referred to as "Hamilton". The Court, having entered the Findings of Fact and Conclusions of Law, now orders that the parties are awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved. The Court ORDERS, ADJUDGES, and DECREES:

Jurisdiction and Grounds

1. At least one of the parties is a bona fide resident of Salt Lake County, state of Utah, and has been for at least three months immediately prior to filing this action.

2. The parties were married on April 20th, 2021, in Hilo, Hawaii, and are currently married. The parties separated on or about May 14th, 2025.
3. The parties have experienced irreconcilable differences that prevent the parties from continuing their marriage.

Child

4. The parties have one (1) minor child born during the parties' marriage: J.B. born in June 2021.

Child Custody Jurisdiction

5. The parties' minor child currently resides at 11817 S Laurel Chase Dr., Riverton, UT 84065. The child has resided at the current address for approximately one year.
6. Utah has jurisdiction to make custody determinations for the child in that Utah is currently the minor child's home state.

Rule 100 Notice

7. Mikhaila has not participated in any other known and pending proceeding concerning the custody of or visitation with the child.
8. Mikhaila has no knowledge of any person who has physical custody of the Child or who claims rights of legal custody or physical custody of or parent time with the Child, except for the parties in this matter.
9. Mikhaila has no knowledge of any pending proceeding that could affect this matter, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

Legal Custody

10. The parties shall be awarded joint legal custody of the minor child pursuant to the proposed Parenting Plan, below.

Physical Custody

11. Mikhaila shall be awarded sole physical custody of the minor child.

Real Property

12. The parties acquired no real property during their marriage, nor do they presently own an interest in real property.

Personal Property

13. During the course of the marriage, the parties acquired certain items of personal property. The parties shall be awarded said property as it has been previously divided.

14. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

15. 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 to the party from whose family it came.

Business Interests and Related Assets

16. Mikhaila has business ownership interests in Zen Benny's Play Café, LLC. Mikhaila shall be awarded all such interests and related business assets free and clear of any claim by Hamilton.

Debts and Obligations

17. Mikhaila shall assume and timely pay all marital debt and shall indemnify and hold Hamilton harmless from the same.

18. The parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days.

Non-Retirement Financial Assets

19. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, cryptocurrency, and investment accounts.

20. All such assets have been previously divided.

Retirement Accounts, Pensions, and Related Assets

21. The parties have acquired no interest in any 401(k) accounts, IRA accounts, pension, or profit-sharing plans during the course of the marriage.

Taxes

22. Mikhaila shall be entitled to claim the parties' minor child's child tax credits for the purposes of filing federal and state income tax returns.

23. In the event that the parties file a joint income tax return for the year 2025, any income tax refund received for said year shall be divided equally between the parties, and any obligation owed shall be split equally between the parties.

Alimony

24. Each party is fully capable of supporting his or herself and therefore, neither party shall be awarded alimony at any time, and shall forever waive any such claim.

Child Support

25. Mikhaila is self-employed and grosses approximately \$2,000 per month.

26. Hamilton is employed at Doordash and grosses approximately \$2,000 per month.

27. Hamilton shall pay child support to commence from the date of the parties' separation.

28. Using a sole custody worksheet, Hamilton shall be ordered to pay \$291 per month for the support of the parties' minor child.

29. The support of the minor child shall continue until said child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later.

30. All non-garnished monthly payments of child support, maintenance, or alimony provided in the final Decree shall be due on the first day of each month.

31. On or before the first (1st) of each calendar month, the paying parent shall pay the monthly child support amount directly to the other parent in a manner designated by Mikhaila.

32. Mikhaila shall be entitled to immediate and automatic income withholding relief. This income withholding procedure shall apply to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services. Unless and until such time that the Office of Recovery Services commences income withholding, Hamilton shall make child support payments directly to Mikhaila.

33. A judgment shall enter in favor of Mikhaila and against Hamilton for child support arrears in the amount of \$4,511 for child support arrears owed from May 14, 2025 – August 30, 2026 with post-judgment interest incurring pursuant to UTAH CODE ANN. § 15-1-4.

Uniform Interstate Family Support Act

34. In accordance with the Uniform Interstate Family Support Act (UIFSA), this Court retains jurisdiction to enforce and modify support orders as provided under UIFSA, ensuring that any support obligations are recognized and enforced across state lines.

35. Both parties shall cooperate with the appropriate state agencies to facilitate the enforcement of support orders, including providing necessary documentation and information as required. If either party relocates to a different state, they must notify the Court and the other party within thirty (30) days of the move to ensure proper jurisdiction and enforcement of support obligations.

36. Except as otherwise provided in the UIFSA, a responding tribunal of a foreign shall: (1) apply the procedural and substantive law generally applicable to similar proceedings originating in Utah and may exercise all powers and provide all remedies available in those proceedings; and (2) determine the duty of support and the amount payable in accordance with the law and support guidelines of Utah.

37. Except as otherwise provided in the UIFSA, the law of Utah governs: (1) the nature, extent, amount, and duration of current payments under a registered support order; (2) the computation and payment of arrearages and accrual of interest on the arrearages under the support order; and (3) the existence and satisfaction of other obligations under the support order. (b) In a proceeding for arrears under a registered support order, the statute of limitations of this state or of the issuing state or foreign country, whichever is longer, applies. A responding tribunal of a state other than Utah shall apply the procedures and remedies of Utah to enforce current support and collect arrears and interest due on a support order of another state or foreign country registered in this state. After a tribunal of Utah or another state determines which is the controlling order and issues an order consolidating arrears, if any, a tribunal of a state other than Utah shall prospectively apply the law of the state or than issuing the controlling order, including its law on interest on arrears, on current and future support, and on consolidated arrears.

38. The physical presence of a nonresident party who is an individual in a tribunal of Utah is not required for the enforcement or modification of a support order.

39. A tribunal of Utah may communicate with a tribunal outside this state in a record, or by telephone, electronic mail, or other means, to obtain information concerning the laws, the legal effect of a judgment, decree, or order of that tribunal, and the status of a proceeding. A tribunal of Utah may furnish similar information by similar means to a tribunal outside Utah.

40. A tribunal of Utah may: (1) request a tribunal of another State to assist in obtaining discovery; and (2) upon request, compel a person over whom it has jurisdiction to respond to a discovery order issued by a tribunal of another State.

Health Care Coverage and Medical Costs

41. If health care coverage for the benefit of the minor child is available to a party at a reasonable cost, that party shall be required to maintain said health care coverage.

42. If health care coverage for the benefit of the minor child is available to both parties at a reasonable cost, the parties shall be free to choose either available plan on which to enroll the minor child. If the parties cannot agree, Mikhaila shall designate which party shall be required to provide health care coverage for the child.

43. Both parties shall equally share the out-of-pocket costs of the health care coverage actually paid by a parent for the child's portion of health care coverage. The child's portion of the health care coverage shall be calculated by dividing the health care coverage 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.

44. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor child, and actually paid by the parties.

45. The parent ordered to maintain health care coverage shall provide verification of health care 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 Child, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

46. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

47. 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 comply with this section.

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

49. A judgment shall enter in favor of Mikhaila and against Hamilton for any unreimbursed medical expenses from May 14, 2025 through the entry date of the Decree, with post-judgment interest incurring pursuant to UTAH CODE ANN. § 15-1-4.

Childcare Expenses

50. Both parties shall equally share the reasonable work-related or career or occupational training related childcare expenses.

51. Both parties shall begin paying his or her share of care expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

52. The parent who incurs care expenses shall provide written verification of the cost and identity of a 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 childcare provider or the monthly expense of care within 30 calendar days of the date of the change.

53. 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.

54. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

55. A judgment shall enter in favor of Mikhaila and against Hamilton for any unreimbursed childcare expenses from May 14, 2025, through the entry date of the Decree, with post-judgment interest incurring pursuant to UTAH CODE ANN. § 15-1-4.

Life Insurance

56. Hamilton shall purchase and maintain an insurance policy on Hamilton's own life in a face amount that is sufficient to provide for Hamilton's monthly support obligations stated herein. Said policy shall remain in full force and effect until Hamilton's support obligations are

paid in full. Until said obligations are paid in full, Hamilton shall irrevocably designate Mikhaila as beneficiary on said life insurance policy.

Personal Conduct

57. Both parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Attorney's Fees

58. Each party shall assume his/her own attorney's fees.

PARENTING PLAN

The court finds that the following parenting plan is in the minor child's best interest and orders the parties to comply with its terms.

59. **Legal Custody:** The parties shall exercise joint legal custody of the minor child. The parent with whom the child is then located shall make day-to-day decisions involving the child and shall make emergency decisions affecting the health or safety of the child. Significant legal decisions, including, without limitation, health, education, and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach an agreement, Mikhaila shall make the final decision. If a time-sensitive matter is involved, Mikhaila may make the final decision.

60. **Physical Custody:** Mikhaila shall exercise sole physical custody of the minor child, and Hamilton shall exercise the statutory minimum parent-time provided by UTAH CODE ANN. § 81-9-302.

61. Holidays: The parties shall exercise holiday parent time as they agree or pursuant to

UTAH CODE ANN. § 81-9-302

Holiday	Holiday Time Period	Hamilton	Mikhaila
Dr. Martin Luther King Jr. Day	(1) Holiday begins:(a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.(2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins:(a) at the time that school is dismissed for Presidents' Day; or(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.(2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at:(a) the time that school is dismissed for spring break; or(b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday.(2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins:(a) at the time that school is dismissed for Memorial Day; or(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.(2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day.(2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.

Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day.(2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at:(a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or(b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.(2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m.(2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m.(2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins:(a) at the time that school is dismissed for Labor Day; or(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.(2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at:(a) the time that school is dismissed for fall break; or(b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday.(2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:(a) at	Even years	Odd years

	the time that school is dismissed; or(b) at 3 p.m. if there is no school.(2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving	(1) Holiday begins at:(a) the time that school is dismissed for Thanksgiving; or(b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.(2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at:(a) the time that school dismisses for winter break; or(b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday.(2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m.(2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m.(2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m.(2) Holiday ends at 8:30 p.m.	Odd years	Even years

62. Summer/Extended Parent Time: Hamilton's Summer Parent time shall be the statutory minimum pursuant to UTAH CODE ANN. § 81-9-302. Hamilton shall have up to four weeks of extended Summer parent-time. Mikhaila shall exercise two weeks of uninterrupted Summer parent time. The parties shall provide notice of their selected Summer parent time as required.

63. Parent-Time Precedence: 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: (i) the holiday schedule for Mother's Day or Father's Day; (ii) the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted summer extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time; (iii) the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday; (iv) extended summer parent-time; and (v) the schedule for weekday or weekend parent-time.

64. Transportation: Unless otherwise specified herein, parent-time exchanges shall occur as agreed upon by the parties, the party beginning his or her parent time shall pick up the child. The parties shall cooperate and remain flexible regarding pick-up and delivery times, keeping in mind the importance of punctuality. If a parent is unavailable to transport the child, they may designate a suitable individual for the task. However, they must inform the other parent of this person's name and contact information.

65. Education Plan: Mikhaila's home shall be designated as the primary residence of the child for purposes of identifying the appropriate school. The parties shall follow the "Legal Custody" provision above to make education decisions for the child if the parents cannot agree. Both parents shall have access to the child during school.

66. Education Expenses: In addition to any child support obligation, both parties shall be equally responsible for all of the child's educational related expenses. Said expenses include, but are not limited to, enrollment fees, school supplies, any tutoring related expenses, field trip expenses, and any school related activities.

67. Communication/Exchange of Information: The child shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary.

68. Extracurricular Activities and Sports: The parties shall encourage and support the child's participation in extracurricular activities and sports. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. The parties shall attempt to allow participation in activities in which the child expresses a desire to participate. The parties shall facilitate participation in scheduled extracurricular activities or else forfeit parent time during the activities if the other parent is able to facilitate participation. The parties shall equally share the cost of any activities or equipment costs that are incurred for an activity in which a child is currently enrolled and any future activity that is agreed to in writing by both parties.

69. Maintaining Contact: Regardless of which parent the child is with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

70. Relocation: If either party intends to relocate, the parties shall follow the process outlined in UTAH CODE ANN. § 81-9-209.

71. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging, or disrespectful terms and shall prevent third parties and the child from doing so as well.

72. Restraints Regarding Firearms: The parties shall ensure that the child is not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to any child.

73. Incorporation of Advisory Guidelines:

a. The parties shall make every reasonable effort to agree on a parent-time schedule, as a mutually agreed schedule is preferable to a court-imposed solution. The parent-time schedule shall maximize the continuity and stability of the child's life.

b. Each parent shall give special consideration to making the child 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, even when such events inadvertently conflict with the parent-time schedule.

c. Parent-time may be altered by agreement or court order to reasonably accommodate the work schedules of the parties or the distance between them, provided that such alterations do not diminish the minimum standardized parent-time.

d. Neither parent shall withhold parent-time or child support as a penalty for the other parent's failure to comply with an order.

e. Each of the parents shall be entitled to attend and participate fully in all significant school, social, sports, and community functions in which the child is participating or being honored.

- f.** Each parent shall have direct access to all school and medical records, and each parent shall immediately notify the other of any medical emergency involving the child.
- g.** Each parent shall provide the other with their current address, telephone number, email address, and any virtual parent-time access information within 24 hours of a change.
- h.** The child shall have the right to reasonable, uncensored communication with both parents, including mail privileges and virtual parent-time when equipment is reasonably available.
- i.** Each parent shall provide all surrogate care providers with the name and contact information of the other parent, and shall likewise provide the other parent with the name and contact information of all surrogate care providers.
- j.** For emergency purposes, whenever the child travels out of state with a parent, that parent shall provide to the other parent an itinerary of travel dates, destinations, places where the child or parent can be reached, and the contact information of a knowledgeable third person.
- k.** Both parents shall be listed as “emergency contacts” for medical emergencies with any school, daycare, or any other such providers.
- l.** The parties shall refrain from using any form of corporal punishment.
- m.** Both parties shall refrain from involving the child in “divorce issues.” Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences

of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); and involving the child as a "messenger" between the parties.

74. Special Concerns:

- a.** Both parties shall not have romantic or unrelated opposite sex guests spend the night while the children are present unless they are in a serious relationship.
- b.** The parties shall monitor the child's use of computers, telephones, and any other devices that may be used to access pornography to ensure the child's safety. The parties shall install parental controls on all such devices. The parties shall not view pornographic material while the child is in their care and shall take all reasonable steps to ensure the child is not exposed to any age-inappropriate content, including pornographic imagery.
- c.** Both parties shall refrain from using illegal or un-prescribed drugs while the child is in his or her care.
- d.** Both parties shall refrain from drinking alcohol while the child is in their care.
- e.** Both parties shall refrain from using marijuana in any form while the child is in their care and for 24 hours before they begin their regularly scheduled parent time.

f. Both parties shall refrain from taking the child around other individuals who are using drugs or excessive alcohol, or around any place where drugs are being used, or are common.

g. The parties shall not smoke or vape in the presence of the child or allow others to do so. The parties shall not smoke or vape at all in any vehicle in which the child rides or allow others to do so.

h. At any time that Mikhaila reasonably suspects that Hamilton is using marijuana or drinking alcohol during his or before his parent time, Mikhaila may ask Hamilton to submit to a urine drug screen to test for marijuana up to 48 hours before scheduled parent-time. Mikhaila may ask Hamilton to submit to Soberlink at anytime during his scheduled parent-time to ensure that Hamilton is not using alcohol during his scheduled parent-time. The parties shall equally share the cost of the urine test and Soberlink. If the requested urine test is not completed within 24 hours the test shall be considered positive. If the requested Soberlink test is not completed within one hour, it shall be considered positive. Any positive tests will result in immediate supervised parent-time for Hamilton until any agreed upon treatment has been completed and Hamilton has provided weekly clean tests for three weeks in a row. If the parties do not agree on a treatment plan, they shall attend mediation before bringing the matter to the Court.

i. Both parents shall follow the guidance and recommendations of qualified healthcare professionals regarding all aspects of the child's medical care. They shall comply with prescribed treatments, therapies, and interventions, and make

medical decisions based on professional recommendations. Both parents shall actively support and cooperate in carrying out the child's treatment plan to promote the child's health and well-being.

j. Neither parent shall permit the child to have contact with, or be in the presence of, any person known to be a registered sex offender or any individual who has been convicted of any sexual offense involving a minor. Each parent shall take all reasonable steps to ensure the child's safety and immediately notify the other parent and appropriate authorities if any such contact or risk of contact occurs.

k. Third-party caregivers shall be age-appropriate, competent, and not impaired. Neither parent shall leave the child with anyone who has a substantiated history of abuse, neglect, or violence.

l. Neither parent shall yell, scream, or use aggressive or demeaning language toward the child.

m. Each parent shall ensure that the child completes all assigned homework and school-related responsibilities during that parent's custodial time.

n. In order to support healthy co-parenting, Hamilton shall complete a ten-hour certified anger management program within 60 (sixty) days of the date the Decree of Divorce is entered.

o. Hamilton shall complete a substance abuse evaluation within 60 days of the entry of the Decree of the Divorce and follow any recommendations.

p. Hamilton shall complete a certified parenting course agreed upon by both parties within sixty (60) days of the entry of the Decree of Divorce.

75. Violation of Parenting Plan: If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree of Divorce shall not be affected.

Other

76. Mikhaila shall be restored the use of their former name, "Mikhaila Georgia Millikan" if and when Mikhaila so desires.

77. Each party shall waive any and all rights or claims that they now have or may in the future have against the estate of the other party, except that either party may choose to name the other as a beneficiary in a valid Last Will and Testament executed after the entry of the Decree of Divorce in this matter.

78. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

79. Each party shall be 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.

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

****SIGNATURE OF COURT AT TOP****

NOTICE OF DEFAULT

Hamilton Benevides's default was entered. Pursuant to Rule 5(a)(2), no service is required.

