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

In the Matter of the Marriage of:

JOHNNY TUAN NGUYEN

Petitioner,

and

MAI XUAN NGUYEN LUONG

Respondent.

DECREE OF DIVORCE

Case No. 264903469

Judge: James Blanch

Commissioner: Joanna Sagers

This matter came before this Honorable Court on the parties' *Verified Stipulated Petition for Divorce* for the Court to make *Findings of Fact and Conclusions of Law*; and with good cause appearing it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

JURISDICTION AND GROUNDS

1. Johnny is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.

2. Mai is a resident of Salt Lake County, State of Utah, and has been for three months immediately prior to filing this action.

3. During the marital relationship and prior to the hereinafter defined Separation Date, Johnny has resided in the State of Utah, and therefore, this Court has jurisdiction over Mai pursuant to Utah Code 81-4-402.

4. Pursuant to Utah Code 81-4-406(3)(b) the Parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the Parties' separate and current addresses.

5. Petitioner and Respondent were married on September 6, 2006, in Salt Lake, Salt Lake County, State of Utah, and are presently married.

6. The Parties separated on January 24, 2025 (the "**Separation Date**").

7. During the marriage, there have arisen irreconcilable differences between the parties which make it impossible for Petitioner to continue the marriage relationship.

8. The Parties' attempts at reconciliation have been unsuccessful, and no expectation exists that the parties shall resume a meaningful marital relationship.

CHILDREN

9. The parties have one (1) child, namely T.D born 11/2010.

10. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Uniform Child Custody Jurisdiction and Enforcement Act (Utah Code Ann. § 78B-13-101, et seq.), and the Uniform Interstate Family Support Act (Utah Code Ann. § 78B-14-101, et seq.), Petitioner states as follows:

- i. Petitioner has not participated in any other proceeding concerning the custody, support, or parent time with the minor child;
- ii. Petitioner does not know of any proceedings in this State or any other state or country that could affect the current proceeding;
- iii. There are no criminal or delinquency cases in any county in this State or any other state or country in which Petitioner or the child is a defendant or respondent;
- iv. Petitioner is not aware of any protective order cases in this State or any other state or country involving her or the minor child;
- v. Petitioner is not aware of any cases involving the child filed or pending in any Juvenile Court in this State or in any other state or country;
- vi. Petitioner does not know of any other persons, other than the parties to this action, who have physical custody or who claim rights of legal or physical custody, child support, or parent time with the child;
- vii. Utah is the home state of the minor child. The minor child has resided in the Salt Lake County Division for the last six months before the commencement of this action.

Legal Custody

11. The Petitioner and Respondent shall be awarded joint legal custody of their child. Neither party shall be awarded “final say.” Shall the parties enter a dispute about a global decision regarding matters of a child’s education, religious affiliation or participation, healthcare, or any

other matter qualifying as a legal custody matter, the parties shall enter the Dispute Resolution Process set forth herein before seeking leave from the Court.

Dispute Resolution Process:

12. When making important decisions about the child within the framework of their parental rights with respect to shared legal custody of the child, the Parties agree to consider the best interests of the child. After a full discussion of the issue(s) at hand, if the Parties cannot agree on a decision, the parties agree to meet or consult with a professional in the field of the dispute, if practicable. If the parties are still in disagreement, the parties shall proceed to mediation with a mutually agreed-upon mediator. Each party shall be responsible for one-half of the cost of mediation. If one of the parties is still aggrieved, that party may bring the matter before the Court, and the prevailing party may be entitled to attorney's fees.

Parent-Time Schedule

13. Other than as set forth herein or by agreement of the parties, Johnny shall be awarded parent time pursuant to Utah Ann. Code § 81-9-302, and Mai shall be awarded parent-time at all other times. Parent-time shall be as the parties agree in writing; however, if they have not agreed otherwise in writing, Johnny will have Wednesday evenings beginning at 5:30 p.m. and ending at 8:30 p.m. or Wednesdays beginning at the time that the minor children's school is regularly dismissed and ending at 8:30 p.m. If school is not in session on a Wednesday, Johnny is available to be with the minor child, and in accommodation with his work schedule, Johnny shall begin parent-time at 8 a.m. and end at 8:30 p.m.

14. Because the parties' son will be turning 16 this fall, the parties agree that, on most days, Johnny will pick up Son from school, and the parties will work with Son and Son's schedule to determine which house the Son will reside at on the weekends.

Summer Weeks

15. Johnny is entitled to up to four weeks (divided in two-week intervals) of parent-time with the minor child 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. Two of the above four weeks shall be uninterrupted parent-time and be consecutive, and two weeks may be interrupted by Mai for a weekday visit on the same day on which Johnny had his mid-week visit. Mai shall be entitled to two consecutive weeks of parent-time during summer break. Johnny will have first choice of summer weeks in odd-numbered years and provide notice of his weeks by May 1st of each year to Mai via email, text, or through an agreed-upon co-parenting app. Mai will have her first choice of Summer Weeks in even-numbered years and provide notice of her weeks by May 1st of each year to Johnny via email, text, or through an agreed-upon co-parenting app. If one party does not give notice by May 1st and the other party does give notice by May 1st of their preferred extended summer parent-time, the party that gave notice shall have preference.

Holidays

16. Holidays shall be governed as the parties agree; provided, however, if the parties cannot agree on parent time, the parties shall share holidays pursuant to U.C.A. §81-9-302(12), as applicable, with Mai being designated as custodial parent for holidays only. The following chart reflects the holiday parent time:

Holiday	Holiday Time Period	Years	Years
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		Noncustodial Parent is Granted Holiday	Custodial Parent is Granted Holiday
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 year	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	Even years	Odd years

	(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.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on Friday before Mother's Day, or after school. (2) Holiday ends on Mother's Day at 8:30 p.m.	MOTHER	MOTHER
Father's Day	(1) Holiday begins at 5:30 p.m. on Friday before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	FATHER	FATHER
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:	Even years	Odd years

	(a) at 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

Divorce Education Classes

17. Petitioner and Respondent are hereby informed of the requirement that, in accordance with U.C.A. §81-4-105, and Rule 4-907 of the Utah Code of Judicial Administration, the divorce education and orientation classes are mandatory whenever a proceeding involves a child under the age of eighteen, unless the court waives the requirement upon a proper motion. Pursuant to U.C.A. §30-2-11.4(2), Petitioner shall attend a divorce orientation course within no more than sixty (60) days after filing of her Petition. Pursuant to U.C.A. § 81-4-105, Respondent shall attend the divorce orientation course no more than thirty (30) days after being served with the Petition. Both parents are required to: (i) complete the divorce education and orientation classes; and (ii) file a certificate of completion of the classes with the above-entitled court before a divorce may be granted.

Parenting Plan

18. Regarding all major decisions involving their child and shall attempt in good faith to reach an agreement. Communications between the parties shall be civil and focus on the matter at hand.

19. Each party shall be entitled to make decisions regarding the day-to-day care of the child while the children are in that party's care. Each party shall be entitled to make emergency decisions affecting the health or safety of their child but must immediately provide notice of the decision to the other party.

20. Each party shall have full and direct access to all teachers and school records, all healthcare professionals and records, all therapists, and extracurricular and activities records and providers. The parties shall maintain independent communications with the child's teachers, health care professionals, therapists, coaches, instructors, etc., and make their own arrangements

for such things as parent-teacher conferences. If needed to implement this provision, the parties shall sign releases to enable the other party to obtain such information directly.

21. If not available online, and at a parent's reasonable request, the other parent shall inform or provide that parent with copies of the child's report cards, school schedules, homework assignments, notices of extracurricular activities, special events (such as awards, presentations, and "bring your parent to school" days), team sports schedules, lessons, and school pictures.

22. The parties shall not withhold important information from the other party. The parties shall consult with each other if either of them becomes aware that the child is experiencing difficulties in school, medical issues, emotional problems, or other issues. Each party shall immediately notify the other party of any medical issues or other events that require their child to miss more than one day of school or to be treated at any medical facility for any reason.

23. Both parties shall keep the other party informed of their current address and telephone number.

24. Regarding any non-routine travel or travel out-of-state with the child, the parties shall follow Utah Code Ann. § 81-9-202 (19), and provide the non-travelling parent with:

- i. An itinerary of travel dates;
- ii. Destinations;
- iii. Places where the minor children or travelling parent can be reached; and
- iv. The name and telephone number of an available third person who would be knowledgeable of the children's location.

25. The parties shall treat each other at all times with dignity and respect. The parties shall not use demeaning, derogatory, or condescending terms or language in any communication with or about each other.

26. All adults who have access to the child shall be enjoined from speaking negatively about anyone loved by the child, most importantly, Johnny and Mai. These adults shall never discuss in the presence of the child or under circumstances where the child is likely to hear or learn any legal, financial, or other matters related to this proceeding. If either party's extended family or friends fail or refuse to comply with this requirement, that party shall immediately take steps to ensure that such conduct ceases or, if not, that party shall immediately cut off the non-complying person's access to the child.

27. The parties shall communicate directly with each other and not through third parties or the child. The child shall not be asked to carry messages between the parties.

28. The parties shall give special consideration to the other to make 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, which may inadvertently conflict with the regular time-sharing schedule.

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

30. The child shall benefit from maintaining ties with grandparents, extended family, and other people important to them. The parties shall assist and cooperate in allowing a continuing relationship with these individuals.

31. Extracurricular Activities. If the parties agree to enroll the child in an extracurricular activity, they shall share the costs of the activity 50/50. If a parent wishes to enroll the child in an activity and does not obtain the other party's consent, that parent may do so, understanding that they would not be able to anticipate the other parent's contribution toward the costs of the extracurricular activity. For purposes of this Section, any "agreement" must mean a *written agreement prior to* the enrollment of the child in the extracurricular activity, unless otherwise agreed to in writing. Text is sufficient for this purpose. Additionally, regardless of who pays for the extracurricular activity, both parents shall be entitled to attend and/or participate in the child's extracurricular activity.

Child Support

32. Child Support shall be based on the Utah Child Support Guidelines with the joint custody worksheet.
33. Johnny currently makes \$2,684.70 per month, and Mai makes approximately makes \$5,000.00 per month. Through the Utah Child Support Guidelines, support shall be at a base of \$100.00 per month for the parties' one minor children.
34. Any child support ordered shall continue for the child until; (i) the child attains eighteen years of age or the child's regular school class graduates from high school during the child's normal and expected year of graduation, whichever occurs later; (ii) the child dies, marries, or becomes a member of the armed forces of the United States; (iii) the child is emancipated in accordance with the Title 80, Chapter 7, Emancipation or; (iv) the obligor's parental rights are terminated by a court in accordance with Title 80, Chapter 4, Termination and Restoration of Parental Rights.

35. Any child support ordered by the court for child support and maintenance shall be ordered for the benefit of the minor child and shall follow the child, pursuant to Utah Code Ann. § 81-6-202, et. seq. In accordance with said statutory chapter and section, the parent without physical custody of a child shall be required to pay the amount of support without the need to modify the order for (a) the parent who has physical custody of a child, (b) a relative to whom physical custody of a child has been voluntarily given, or (c) the state when the child is residing outside of the home in the protective custody, temporary custody, or custody or care of the state or a state-licensed facility for at least thirty (30) days.

36. The party receiving support may be entitled, if they so choose, to mandatory income withholding relief pursuant to Utah Code Ann. §§ 62A-11-401, et seq., and 62A-11-501, et seq. Said income withholding procedure shall apply to existing and future payors of the non-custodial parent. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah, 84145-0011, until such time as the obligor party no longer owes child support to the obligee parent. Shall the obligee parent elect this income withholding procedure, the obligor parent shall be ordered to pay any administrative fee for such service, which shall be paid in addition to the child support amount above.

37. In the event the obligee parent does not elect to exercise his right to collect child support by mandatory withholding through the Office of Recovery Services, the obligor parent shall be entitled to pay the support directly to the obligee parent.

38. Any child support payable by the obligor parent shall be paid on the fifth (5th) and twentieth (20) day of each month or on the pay schedule of the obligor.

Health Insurance

39. Pursuant to § 78B-12-212, Utah Code Annotated, it is reasonable and proper that each parent may provide health insurance for the minor child if it is available at a reasonable cost. Mother will maintain health insurance for Son. Out of pocket health insurance premiums and medical expenses for the minor child shall be divided as follows:

40. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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. This amount shall be automatically deducted from or added to the child support paid or owed.

41. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the minor child and actually paid by the parents.

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

43. If a parent remarries and a dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental

insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

Tax Matters

44. Beginning with tax year 2026, the parties shall alternate claiming that child each year for tax purposes, with Johnny entitled to claim Daughter on all tax years, and Mai entitled to claim Son on all tax years.

45. The parent ordered to pay child support shall be entitled to claim an exemption for the child only if that parent is current in the parent's child support payments, as defined in Utah Code Ann. §81-6-210, to the obligee parent as of December 31st of that tax year. Otherwise, the obligee parent shall be entitled to claim the children.

REAL PROPERTY

46. Prior to the Separation Date, the parties sold their home and equitably divided the proceeds therefrom.

PERSONAL PROPERTY

47. The parties have already equitably divided their personal property. Each party shall be awarded the marital property in their possession, and any separate property of that party. If there is further dispute regarding any items, the parties shall participate in good-faith negotiations with a neutral third-party mediator.

48. Vehicles: Johnny currently has title to a Toyota Camry, and Mai currently has title to two other cars. Each party agrees that Johnny shall be awarded the Toyota Camry, and Mai shall be awarded the other two vehicles. Each party agrees to maintain the responsibilities of the vehicles: gas, insurance, registration, and not hold the other liable.

DEBTS AND OTHER ACCOUNTS

Bank Accounts:

49. The Parties do not have any bank accounts, retirement accounts, or investment accounts held together. On or before the Separation Date, the Parties equitably divided their bank accounts. The Parties do not currently maintain any bank joint accounts that need to be divided by the Court.

Credit Card Debts:

50. The parties do not carry credit card debt. If, after the Separation Date, either party is to assume credit card debt, that party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e., credit cards, utility bills) incurred by that party.

Retirement Account

51. Johnny has acquired an IRA retirement account from Principal IRS Account. Johnny agrees to provide Mai with \$9,000 from the retirement account. Johnny agrees that once the decree is entered, he will transfer the funds within 10 business days to Mai.

ALIMONY

52. Neither party shall be awarded alimony because both parties are capable of earning a living on their own.

MISCELLANEOUS

53. Restoration of Maiden Name: Mai shall be permitted to change her name back to her maiden name if she so chooses.
54. Attorney's Fees: Both Parties shall be responsible for their own attorney's fees and costs, provided, however, if Mai contests this Verified Stipulated Petition, she shall be responsible for Johnny's legal fees and costs.
55. Mutual Restraining Order: The Parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.
56. Delivery of Documents and Duty to Sign Documents: 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. Shall a party fail to execute a document within 60 days of the entry of their Divorce Decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.
57. Drafting: If there is any ambiguity or vagueness contained herein, this document shall not be construed against the interest of either party as the drafting party.
58. It is Johnny's intention that a Decree of Divorce be entered consistent with the terms of this Petition.
59. The Court shall grant Petitioner such other and further relief as it may deem just and appropriate in this matter.

***THIS DECREE OF DIVORCE WILL BECOME EFFECTIVE UPON THE COURT'S
ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF PAGE ONE***

Approved as to form and content:

/s/ Mai Xuan Nguyen Luong*

Respondent

*Signed with permission via email

Respectfully Submitted

Ascent Law, LLC

/s/Hannah L. Gates

Hannah L. Gates

Attorney for Petitioner

CERTIFICATE OF SERVICE

On the 5th day of August 2026, I hereby certify that I caused the foregoing to be filed with the above-entitled Court and caused to be served a true and correct copy of the same on each of the following person(s) via the following method(s):

Mai Xuan Nguyen Luong

Respondent

() U.S. mail, first-class, postage prepaid

() Facsimile

(X) Electronic Filing

() Hand Delivery

() Overnight courier

(X) Email

/s/ Aubry Mendes

Aubry Mendes

Paralegal