

The Order of the Court is stated below:

Dated: September 11, 2026
08:28:59 PM

/s/ AMANDA MONTAGUE
District Court Judge



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Attorney for Mohammed Alani

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

In the Matter of the Marriage of:

MOHAMMED ALANI,

Petitioner,

and

HAMSA HASAN,

Respondent.

DECREE OF DIVORCE

Case No. 254904458

Judge: Hon. Amanda Montague

Commissioner: Hon. Russell Minas

The Court, having entered its *Findings of Fact and Conclusions of Law*, now hereby ORDERS, ADJUDGES, and DECREES as follows:

Dissolution of Marriage and Grounds

1. The parties are hereby awarded a Decree of Divorce due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

Minor Children

2. The parties have three (3) minor children born as issue of their marriage, to wit: I.A., born May 2009; Y.A., born August 2012; and O.A., born August 2017.

PARENTING PLAN

3. Custody/Parent-Time. Hamsa is hereby awarded sole physical custody of the minor children subject to Mohammed's reasonable right of parent-time. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent-time shall be defined pursuant to Utah Code § 81-9-302, with the clarification that Mohammed's weekend parent-time shall occur on alternating weekends from Sunday at 11:00 a.m. to Tuesday morning with drop-offs at school or at 9 a.m. if there is no school.

a. Parent-time exchanges shall occur at school whenever possible or else curbside at the parties' homes with the receiving parent being responsible for transportation.

4. Notification of Summer Extended Time. Both parents shall provide notification of

extended parent-time or vacation weeks, with the children by May 1st each year for first option parent and May 15th for second option parent, pursuant to Utah Code § 81-9-302. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

5. Holidays.

- a. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated § 81-9-302 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	July 4th 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with drop off to school
Mother	Father	U.E.A. Weekend after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with drop off to school
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school

Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Christmas Vacation , beginning December 27 at 7 p.m. and ending the day school resumes with drop off to school
Mother	Father	The day before or after child's birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with drop off to school

6. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the child's school, medical, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree regarding the children, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate. In the event the parties are unable to agree after mediating Hamsa shall have interim decision-making authority subject to Mohammed's right to pursue court involvement. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

- a. Emergency and sick care shall be attended to by the parent who is exercising the parent-time. The parent shall notify the other parent within thirty (30) minutes of scheduling for emergency or same day care and within twenty-four

(24) hours for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

- b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- c. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing. The parties acknowledge that their work schedules may change from time to time and will provide the other parent with advance notice as soon as practicable after they know of any change. The parties shall make efforts to coordinate to accommodate such changes as necessary. The parents shall not talk to the children about any change in parent-time prior to a written agreement between the parties of the change.

7. Relocation. If either party intends to move more than 150 miles from the other parent, the parties will comply with the requirements of 81-9-209.

8. Communication. The parties shall discuss all parenting concerns directly with one another in writing via email or text messaging so that there is a written record of the communication and to ensure that the children do not overhear the discussion.

9. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available, free from interference. Virtual contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

10. Travel. Travel does not take precedence over parent-time.

11. When the children travel with either parent overnight, all of the following will be provided to the other parent prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

12. If the parties desire to take the children on an international trip, the parties shall first discuss the matter with one another and the children will not be permitted to travel without the consent of both parents or an order of the Court. Consent shall not be unreasonably withheld. A party desiring to travel internationally with the children must provide notice to the other parent at least fourteen (14) days prior to anticipated departure.

13. Change of Address: The parties shall notify each other thirty (30) days before changing addresses. The parties shall give notice within twenty-four (24) hours of a move in writing via mail and email and text message to give the other parent the new contact information. The parties shall also give new telephone numbers and email addresses within twenty-four (24) hours of a change.

14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program.

15. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

16. Children's Clothes and Belongings. The parties shall return the children's clothes and other belongings to the other parent who purchased the items. The parties shall make reasonable efforts to reduce the amount of items that the children take to the other parent or bring from the other parent.

17. Mutual Restraining.

- a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the best interests of the child.
- b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs, or who is or was present when the child is or was with the other parent and from allowing any other person to do so.
- c. The parties shall not use their child to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any child's activity.

- d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
- e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.
- f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
- g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing 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 child from such circumstances.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of the Decree of Divorce, they shall participate in good faith mediation using a Utah qualified domestic relations mediator before either of the parties initiates legal action. Mediation is not required before filing a motion to enforce the existing orders or to file a petition or motion to ONLY adjust child support. However, either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

19. Activity Costs. Each party is hereby ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular

activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities.

20. School Fees. Each party is hereby ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket mandatory school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. Third-Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent will be with the child by 7 p.m. and will be with the child overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. Medical/Dental Expenses. The party who can obtain the best coverage at the most

reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. The children are currently covered by Medicaid.

- a. 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 children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. 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 thirty (30) days of payment. The other parent will remit payment within thirty (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 children as indicated.
- d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or

dental insurance plan of Mohammed shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Hamsa shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are 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 children.

- e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

23. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. Both parents are entitled to know the identity and contact information of the childcare provider. The parties shall utilize licensed and background checked childcare providers.

24. Child Support: Mohammed is employed and his gross monthly income is \$4,407.87. Hamsa is employed and her gross monthly income is \$3,700. According to the sole physical custody worksheet, Mohammed's child support should be \$897. However, the parties have agreed that Mohammed should be ordered to pay child support to Hamsa for the parties' children in the amount of \$1,015.00 per month until the parties' oldest child ages out in May 2027. When there are two (2) remaining minor children, Mohammed's child support amount shall be reduced by one-third (1/3), and when there is one (1) remaining minor child, Mohammed's child support amount shall be reduced by one-third (1/3). Under U.C.A. Sec. 81-6-202(3), these amounts are deviated amounts from the child support guideline amounts, and an

award resulting from use of the guidelines would be unjust, inappropriate, or not in the best interest of the child(ren) in this particular case.

- a. The child support will be paid until (1) a minor child reaches the age of majority or graduates High School in the expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-101 et seq. and will automatically adjust according to the parties' agreement above. This child support may be submitted to and administered by the Office of Recovery Services (ORS).
- b. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code 26B-9 parts 3 and 4. Any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers. All administrative fees and costs of income withholding assessed by the Office of Recovery Services will be paid by Mohammed.
- c. Child support shall be paid in two increments each month; half on the 5th and half on the 20th of each month.
- d. A party may seek modification of child support pursuant to Utah Code 81-6-212.

25. Taxes: The parties filed jointly for the 2025 tax year and Hamsa will provide Mohammed with his half of the refund within seven (7) days of receipt. The parties shall alternate claiming the minor children for tax purposes with Hamsa claiming two (2) minor

children in even-numbered tax years and Mohammed claiming one (1), and Mohammed claiming two (2) minor children in odd-numbered tax years and Hamsa claiming one (1). When there are only two (2) minor children the parties shall each claim one (1). When there is only one (1) minor child the parties shall alternate claiming the minor child with Hamsa claiming the minor child in even-numbered tax years and Mohammed claiming the child in odd-numbered tax years.

26. A party's ability to claim the exemption for the minor children shall be conditioned on his being current on December 31st of that tax year in his or her child support obligations to Hamsa. Upon reasonable advance notice and request, each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

Provisions Relating to Personal Property

27. Personal Property: During the course of the marriage relationship, the parties acquired certain items of personal property. The parties shall cooperate to equitably divide personal property. If the parties cannot agree, they shall return to mediation.

28. The parties are hereby awarded the vehicle or vehicles currently in their possession along with any debt or equity associated therewith.

29. Secured Debt: Each party being awarded property shall also be responsible for the debt associated therewith.

30. Accounts: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties are hereby awarded the accounts in their own name as their separate property, free and clear of any claim by the other party.

31. Personal Belongings. Each party is hereby awarded their own personal belongings.

32. Businesses: During the course of the marriage, the parties have not acquired an interest in any business entities.

33. All other personal property is subject to an equitable division.

Provisions Relating to Retirement Accounts

34. Retirement Accounts: During the course of the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. Each party is hereby awarded the account their own name, free and clear from and waiving any claim from the other.

Provisions Relating to Real Property

39. Real Property: The parties have already sold the real property and Mohammed waives any claim to the proceeds therefrom now and forever in the future.

Miscellaneous Provisions

40. Alimony: Both parties are capable of earning income and Hamsa waive any claim to alimony now and in the future. The alimony waiver also includes waiver of any form of deferred dower, or Mahr, which is a postponed financial gift or payment that is recognized in Muslim Law. Mohammed Alani and any and all of his family members are completely released from any claims of deferred dower, or Mahr, and neither Hamsa Hasan nor any family members on her behalf or on their own shall make any claims for deferred dower, or Mahr at any time from now to any point in the future.

41. Delivery of Documents: Each party is hereby 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. Within seven (7) days after the entry of the Decree of Divorce, Mohammed Alani shall divorce Hamsa Hasan before two (2) appropriate, male witnesses pursuant to Islamic law.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on August 27, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Mark R. LaRocco

MARK R. LaROCCO

Attorney for Mohammed Alani

CERTIFICATE OF SERVICE

I certify that on August 27, 2026, I served a true and correct copy of the foregoing
DECREE OF DIVORCE with the Court causing service to be effectuated on the following via
method indicated:

Bradley Voss (UT-14827)

Attorney for Hamsa Hasan

BradVoss.Law@gmail.com

(email)

/s/ Jen Linschoten