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

In the Matter of the Marriage of:	:	
LEEANN AVDIU,	:	DECREE OF DIVORCE
	:	
Petitioner,	:	Civil No: 254905085
	:	
and	:	
	:	Judge: MONTAGUE
IRFAN AVDIU,	:	Commissioner: BLOCHER
	:	
Respondent.	:	

THE ABOVE CAPTIONED MATTER is submitted to the Court pursuant to Rule 7 of the Utah Rules of Civil Procedure and Petitioner's motion. The Court having reviewed the pleadings on file herein, and having established jurisdiction, and the court having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore, it is HEREBY ORDERED, ADJUDGED AND DECREED:

JURISDICTION

1. Leeann and Irfan are currently residents of Salt Lake County, State of Utah and has resided in Salt Lake County for more than three (3) months immediately prior to the commencement of this action.
2. Leeann and Irfan are husband and wife, having married on September 24, 2009 in Salt Lake County, State of Utah. The parties have been separated from one another for two (2) years.

GROUND

3. Irreconcilable differences have arisen during the marriage making a continuation of the marital relationship impossible. It is fair and reasonable that a divorce be granted based on these terms.

CHILDREN

4. The following children were born as issue of the parties' marriage:

- a. A.J. date of birth March, 2014.
- b. A.A. date of birth August, 2009

No other children are expected.

5. The State of Utah has jurisdiction over custody, parent-time, and child support issues in this action, for the following reasons.

- a. Utah is the home state of the minor children. The minor children have resided in the State of Utah for more than six (6) months prior to the filing of this action.
- b. There are no other custody or parentage proceedings concerning the minor children in any district court or juvenile court in this State or any other state.
- c. Neither party knows of any person, not a party to these proceedings who has physical custody of the children or who claims to have custody or parent-time rights with respect to the children.
- d. There are no criminal or delinquency proceedings in this State or any other state or country in which a party or any of the parties' children are involved.

CHILD CUSTODY

6. LeeAnn is awarded sole physical and legal custody of the parties' children.

7. For six (6) months from the date of entry of the Decree of Divorce Irfan's parent-time shall be as follows:

- a. One (1) mid-week visit every week from after school (or 9 a.m. if school is not in session and Irfan and the children are both available)

until 8:30 p.m. This mid-week visit shall be on Wednesdays, absent mutual agreement otherwise between the parties.

b. Every other weekend on Saturday from 9:00 a.m. to 8:30 p.m. and Sunday from 9:00 a.m. to 7:30 p.m.

c. Ifran is designated the non-custodial parent for purposes of holiday parent-time.

d. During this initial six (6) month time period, Ifran would have daytime visits with the children on his holidays, no overnights. The visit on the holiday would be from 9:00 a.m. to 8:30 p.m. absent mutual written agreement between the parties otherwise.

8. During this transitional six (6) month time period, Ifran will attend individual counseling on at least an every other week basis. As part of his individual counseling, Ifran will complete a Parenting Class and provide LeeAnn with a Certificate evidencing the same.

9. After the passage of six (6) months, provided Ifran has attended individual counseling every other week (and provided LeeAnn with verification of the same), taken the Parenting Class, and Ifran has appropriate living accommodations for the children, Ifran's parent-time shall be pursuant to U.C.A. 81-9-302.

10. Ifran's is designated the non-custodial parent for purposes of extended parent-time and the parties will abide by U.C.A. 81-9-302. After the passage of six (6) months from the entry of the Decree of Divorce, his completion of individual counseling, the Parenting Class and his having appropriate living accommodations for the children, Ifran would be able to exercise extended parent-time (pursuant to statute unless the parties mutually agree otherwise).

11. Extended parent-time with the children during the summer months, and at the election of the noncustodial parent, the noncustodial parent is entitled up to four (4) weeks of parent-time with the minor children, which may be consecutive.

12. The four (4) weeks of extended parent-time for the noncustodial parent:

- a. two (2) weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and
 - b. A custodial parent is entitled to uninterrupted parent-time with the minor children for two (2) weeks which may be consecutive, when school is not in session for summer break.
 - c. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.
 - d. For the notification requirement, in odd numbered years, the non-custodial parent shall provide notice to the custodial parent by May 1st and the custodial parent shall provide notice to the noncustodial parent by May 15th.
 - e. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1st and the noncustodial parent shall provide notice to the custodial parent by May 15th.
 - f. 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.
 - g. If both parents fail to provide notice within the time periods identified above, the first parent to provide notice may determine the schedule for summer break for the other income.
 - h. If a custodial parent intends to interrupt a noncustodial parent's parent-time during the interrupted extended parent-time, the custodial parent shall provide notice to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notice of the noncustodial parent's plan for the exercise of interrupted extended parent-time.
13. The parties shall share equally in transportation of the children with the receiving party responsible for pick-up.
14. Parental care is preferred to surrogate care. For any time period in excess of three (3) hours, prior to using a surrogate care provider, the party

in need of care will contact the other party to see if he or she is available to care for the children. The party exercising the right of first refusal is responsible for transportation of the children both ways.

15. Relocation: The parties shall follow the relocation statute outlined in Utah Code Ann. 81-9-209 and Ross v. Ross, 2019 UT App 104.

CHILD SUPPORT

16. LeeAnn is currently employed with Rocky Mountain Valves as an Accounting Manager and has a gross monthly income of \$6,666.00.

17. Ifran is currently employed with R&L Carriers as a driver and has a gross monthly income of \$5,416.00.

18. Child support shall be calculated pursuant to the Uniform Child Support Guidelines and a sole custody worksheet. Utilizing the incomes stated above, Ifran's monthly support obligation payable to LeeAnn is \$852.00 per month.

a. Child support shall be paid one-half on the 5th day of each month and one-half on the 20th day of each month.

b. Child support shall continue until each child reaches eighteen (18) years of age or has graduated from high school during the child's normal and 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 otherwise emancipated.

c. At the time a child is no longer eligible to receive child support, the child support for the remaining child shall be automatically adjusted to reflect the base child support obligation for that number of children. Absent a material and substantial change in circumstances, child support shall be recalculated pursuant to the Sole Custody Child Support Worksheet.

d. Each of the parties shall be under mutual obligation to notify the other within ten (10) days of any change in monthly income.

MEDICAL EXPENSES

19. Whichever party has insurance available to them for medical, dental, vision and orthodontic expenses at a reasonable cost through their employer, shall carry insurance for and on behalf of the minor children. Currently, the children are covered by lfran's health insurance.

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 shall be calculated by dividing the premium amount by the number of parties on said plan.

b. Both parties shall share equally all reasonable and necessary uninsured medical, dental, vision and orthodontic expenses, including deductibles and co-payments, incurred for the minor children, and actually paid by the parties.

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 shall 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, vision and orthodontic 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, vision and orthodontic 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 the above paragraphs.

20. The parties shall be on notice that pursuant to U.C.A. 15-4-6.7, the collection of medical and miscellaneous expenses of the minor children shall be subject to the following provision. Upon this Court entering an order

a. that provides for the payment of medical and dental expenses of the minor children, a provider who receives a copy of the order: a. at or

before the time the provider renders medical or dental services to the minor children shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

b. within 30 days after the day on which the provider renders the medical or dental service, may not:

c. make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

d. make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

CHILD RELATED EXPENSES

21. Both parties shall share equally all child related expenses incurred for the minor children, including but not limited to: school registration fees and costs, educational related fees and costs, and any agreed upon extra-curricular activities on behalf of the minor children. Both parties shall pay their one-half share directly to the provider, school, or program for and on behalf of the child. If one parent pays the entire cost, that parent shall email the other parent proof of the cost and payment and the reimbursing parent shall pay their share within thirty (30) days of receiving verification of the expense.

REAL PROPERTY

22. During the marriage the parties acquired a home located at 1428 East Ironwood Avenue, Salt Lake City, Utah.

23. The home is currently financed in both of the parties' names and titled in LeeAnn's name, Ifran's name, and LeeAnn's father's name.

24. There is a mortgage tied to the property with a debt owing of approximately \$133,000.00. The monthly payment associated with the

mortgage is \$989.00. Additionally, there is a HELOC with an approximate balance of \$300,000.00. The monthly payment associated with the HELOC is \$2,600.00.

25. The parties will equally share responsibility of the debt for the HELOC. Each party will contribute equally to the monthly HELOC payment until that financial obligation is satisfied in full. Neither party will accrue additional debt tied to the HELOC.

26. LeeAnn is awarded the marital residence free and clear of any claim by Ifran. LeeAnn will assume financial responsibility for the mortgage holding Ifran harmless for any liability therein.

27. LeeAnn will use best efforts to refinance the mortgage into her own name within one (1) year from the entry of the Decree of Divorce. Until such time as the mortgage is refinanced into LeeAnn's name, LeeAnn will ensure that the monthly payment is timely made.

PERSONAL PROPERTY

28. During the marriage the parties acquired the following vehicles that shall be divided as follows:

- a. 2019 Chrysler Minivan 2019: To LeeAnn free and clear of any claim by LeeAnn. This vehicle is paid in full.
- b. Toyota Camry 2008: To Ifran free and clear of any claim by LeeAnn. This vehicle is paid in full.
- c. 2004 Ford Truck: To Ifran free and clear of any claim by LeeAnn. This truck is paid in full.

29. Within thirty (30) days after entry of the Decree of Divorce, the parties shall separate car insurance from one another

30. Within thirty (30) days after entry of the Decree of Divorce, the parties shall cooperate with one another to transfer the title of any vehicles into the other party's name, as needed.

31. Each party shall be awarded the personal property, household goods, furnishings, and the like that is in their respective possession without further claim from the other party.

PROVISIONS RELATING TO DEBT

32. During the course of the marriage the parties have acquired marital debt.

a. Chase Disney Plus Credit Card: Credit Card: LeeAnn shall assume financial responsibility for this credit card holding Ifran harmless for any liability therein.

b. 2023 tax liability: The parties are in the process of finalizing their 2023 tax return and anticipate that there will be a liability. The parties will share equally in any tax liability for 2023 (and will share equally in any tax preparation fees). If there is a refund for 2023, the parties will divide that refund equally. The parties will cooperate to finalize this return.

c. The parties will cooperate to file a joint return for 2024. The parties will share equally in any tax liability for 2024 (and will share equally in any tax preparation fees). If there is a refund for 2024, the parties shall divide that refund equally.

d. Common Spirit Health: Approximate debt of \$4,000.00. LeeAnn shall assume financial responsibility for this debt without contribution from Respondent. LeeAnn shall hold Ifran harmless for any liability associated with this debt.

33. Each party shall assume and be responsible for any and all debts and obligations incurred that did not benefit the marriage but benefitted or were incurred on behalf of that party alone, including debt incurred post-separation holding the other party harmless for any liability therein.

34. Apart from any debt otherwise identified herein, each party will be responsible for any other debt that is in his or her individual name, holding the other party harmless for any liability therein.

PROVISIONS RELATING TO BANK AND INVESTMENT ACCOUNTS

35. Each party shall be awarded the bank accounts in his or her individual name free and clear of any claim by the other party.

36. There is a joint bank account. The parties will continue to keep this account open so that they can use the account to transfer funds to one another. Neither party will cause the account to be overdrawn. If it does become overdrawn, the party who caused the overdraft is responsible to bring the account current and responsible for fees associated with the same. The parties will cooperate with one another to close this account when it is no longer needed.

37. Each party shall be awarded his or her own investment account free and clear of any claim by the other.

FAMILY SUPPORT

38. Both parties are capable of supporting themselves. Neither party shall receive alimony from the other.

MISCELLANEOUS PROVISIONS

39. Tax Filings: Each party will claim one (1) child for tax purposes, absent mutual written agreement otherwise. LeeAnn will claim the youngest child and Irfan will claim the oldest child. When one (1) child remains, LeeAnn will claim the child in even numbered years and Irfan in odd numbered years.

40. In any given year, Irfan must be current in his support obligation by the end of the calendar year in order to receive the benefit of claiming the child for tax purposes.

41. Both parties shall be restrained from bothering, threatening, or harassing one another.

42. LeeAnn shall be restored to her name of GOVENDER should she so choose.

43. Each party is responsible for their own fees and costs.

44. Document Execution. Each party is ordered to execute and deliver to the other party without cost any documents necessary to implement the provisions of the Decree of Divorce entered by the Court.

45. Each party affirms that they have fully disclosed to one another all assets and interests in their assets. In the event a party has not disclosed an asset and that asset is discovered by the other party, the party who discovers the asset after the entry the fact shall be awarded the asset free and clear of any claim by the other party as well as costs incurred in pursuit of the asset.

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE
DATE**

AND SEAL AT THE TOP OF THE PAGE**

Approved as to form:

/s/ Irfan Avdiu - electronically signed by permission

Irfan Avdiu

Respondent, Pro Se

Dated this 08/06/2026

**NOTICE PURSUANT TO RULE 7(j)(4) and RULE 108 OF
THE UTAH RULES OF CIVIL PROCEDURE**

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that the ORDER prepared by the Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 10 day of February, 2026 a true and correct copy of the foregoing DECREE OF DIVORCE were sent to the following via electronic mail:

IRFAN AVDIU

Respondent

irfanavdiu@outlook.com

/s/ Amy Anderson