The Order of the Court is stated below:
Dated: October 11, 2026 08:44:51 AM **/s/** TERESA WELCH
District Court Judge

NEVA M. SHORT (SUPERVISED PRACTICE)
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Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE OF FABIOLA EVANS, Petitioner, & TIMOTHY BIRKUMSHAW, Respondent.	**DECREE OF DIVORCE** Case No. 264904030 Judge Teresa Welch Commissioner Russell Minas

Petitioner, Fabiola Evans, through her attorney, Neva Short, and Respondent, Timothy Birkumshaw, pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on 26 August 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

2. Parties shall be awarded joint legal custody and Fabiola shall be awarded sole physical custody of Parties' Minor Children.

3. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Children's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Fabiola shall be the final decision-maker. Timothy may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Parties shall share equally mediation fees incurred pursuant to this paragraph.

4. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

5. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

6. Timothy shall be awarded rights of parent-time with Minor Children of Parties as follows:

7. Parent-time with Minor Children shall be as follows:

A. Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-209 — shall be considered the minimum parent-time to which Timothy (i.e., the noncustodial parent) shall be entitled:

i. Holiday: In years ending in an odd number, the fall break if Minor Children's school dismisses for a fall break, beginning on the day school dismisses for fall break and ending the day before school resumes; or Labor Day if Minor Children's school does not dismiss for fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and the entire winter break period, beginning on the day that school dismisses for the winter break and ending on the day before school resumes. In years ending in an even number, spring break, beginning the day the school dismisses for the spring break and ending on the day before school resumes; or Presidents' Day if Minor Children's school does not dismiss for a spring break, beginning on the day that school dismisses for President's Day and ending the day before school

resumes; and Thanksgiving, beginning on the day school dismisses for Thanksgiving and ending on the day before school resumes.

ii. Summer: Extended parent-time equal to one half of the summer or off-track time for consecutive weeks with the noncustodial parent entitled to the first 1/2 of the summer or off-track time in years ending in an odd number; and the noncustodial parent entitled to the second ½ of the summer or off-track time in years ending in an even number. However, the noncustodial parent shall return Minor Children to the custodial home no later than seven days before school begins, except that this week is counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

iii. Monthly: One weekend per month, at the option and expense of the noncustodial parent. If the noncustodial parent has not designated a specific weekend on which the noncustodial parent will exercise parent-time, the noncustodial parent shall receive the last weekend of each month. If a holiday assigned to the custodial parent falls on a weekend on which the noncustodial parent normally exercises parent-time, the noncustodial parent is entitled to the weekend before the holiday. If the noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend is considered the noncustodial parent's monthly weekend entitlement for that month. If Minor Children is out of school for teacher development days or

snow days after Minor Children begins the school year, or other days not included in the Holidays listed above and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days shall be included in the weekend parent-time.

iv. Virtual: In addition to all other parent-time mentioned above, the noncustodial parent is entitled to, at least two times a week: (i) brief telephone contact with Minor Children at reasonable hours and reasonable duration; and (ii) virtual parent-time if the equipment is reasonably available for reasonable hours and for reasonable duration. If Parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration: (i) the best interest of the Minor Children; (ii) each parent's ability to handle any additional expenses for virtual parent-time; and (iii) any other factors the court considers material. During the noncustodial parent's parent time, the custodial parent shall be awarded the same virtual parent time as determined herein.

B. Custodial Parent: The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

8. Fabiola's residence shall be considered Minor Children's home residence for purposes of identifying the appropriate school.

9. Fabiola shall be allowed to obtain passports for the Minor Children without Timothy's signature if he fails to send proper documentation

within two weeks of Fabiola requesting his consent. Fabiola shall be the custodian of the passports. Passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

10. Whenever Minor Children travel with either parent, the traveling parent shall provide the following to the other parent:

A. An itinerary of travel dates;

B. Destinations;

C. Places where Minor Children or traveling parent can be reached, and

D. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

11. Timothy shall be responsible for providing all travel necessary to exercise his parent-time. Timothy shall be responsible for all other costs associated with exercising his parent-time.

PROVISIONS REGARDING SUPPORT PAYMENTS

12. Fabiola is employed at Aspen Grove Behavioral and earns $8,250 gross per month.

13. Upon information and belief, Timothy is capable of working as a truck driver and shall be imputed at a wage of $3,500 gross per month. If Fabiola discovers Timothy earns or is capable of earning more than $3,500 per month, Fabiola reserves the right to amend this amount upward.

14. Pursuant to Utah Code, Sections 81-6-202 through 305, Respondent's shall be Ordered to pay child support.

A. According to Uniform Child Support Guidelines, sole child support worksheet (Exhibit 1), beginning August 2026, Timothy shall pay $558 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. The base child support award shall be reduced by (1) 50% for time periods during which Minor Children are with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 25 of any 30 consecutive days of extended parent-time, or (2) 25% for time periods during which Minor Children are with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 12 of any 30 consecutive days of extended parent-time. If Minor Children are recipients of Temporary Aid to Needy Families, any agreement by Parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

C. Pursuant to Utah Code, Sections 26B-9-302 through 412, Timothy shall make their child support payments directly to Fabiola.

D. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Timothy.

E. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

F. The issue of child support arrearages may be determined by further judicial or administrative determination.

G. Pursuant to Utah Code, Sections 81-6-104 and 81-6-205, each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be $558. The child support obligation of the mother shall be $1,314. (Exhibit 1.)

H. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

I. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

15. Each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-upon-in-writing extracurricular activities that Minor Children are involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to other Party verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and shall be reimbursed by other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Children's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

16. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of Parties in this case. If at any time Minor Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by 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 Minor 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 shall have known of the change.

D. 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.

E. 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 subparagraphs C and D above.

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

G. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Fabiola shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Timothy shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

H. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

17. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

B. The parent who incurs child-care expenses shall provide written verification of the cost and identity of a child-care 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 child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care 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.

C. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

D. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

18. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Children about litigation between Parties.

C. Parties shall not involve or speak with Minor Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS, DEDUCTIONS, AND CREDITS

19. Fabiola shall be entitled to claim Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns from 2026 onward.

PROVISIONS REGARDING TAXES

20. Petitioner filed as Head of Household for federal and state taxes for 2026. Fabiola shall be the recipient of any tax refund or liability.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

21. During the course of the marriage, Parties did not acquire any debts and obligations.

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

22. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as parties have already agreed.

PROVISIONS REGARDING REAL PROPERTY

23. During the course of the marriage, Parties did not acquire any real property.

PROVISIONS REGARDING ALIMONY

24. Neither Party shall be awarded alimony.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

25. Each Party shall be awarded his or her own retirement accounts free and clear of any claim from the other Party.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES.

26. Each Party shall be responsible for their own costs and attorney's fees provided this Complaint is uncontested. If Timothy contests this Complaint, he shall be solely responsible for all attorney's fees and costs.

II. OTHER.

27. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

28. Fabiola shall be restored to the use of her former name of Evans, if she so chooses.

29. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

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

JUDGE’S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s Timothy Birkumshaw
Timothy Birkumshaw
(Signed by Neva Short with permission granted via email on 26 August, 2026)
Respondent pro se

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Timothy Birkumshaw

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 26 August 2026.

BROWN FAMILY LAW, LLC

/s/ Neva Short
Neva Short
Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on 11 September 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Timothy Birkumshaw
timbirkumshaw@icloud.com

/s/ Neva Short
Neva Short
Petitioner's Attorney