The Order of the Court is stated below:
Dated: October 13, 2026 08:30:01 PM **/s/** JAMES GARDNER
District Court Judge

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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: NICHOLAS BERNATZ, *Petitioner,* and MIRI BERNATZ, *Respondent.*	**DECREE OF DIVORCE** Case No. 264902638 Judge: James Gardner Commissioner: Michelle Blomquist

This matter comes before the Court on the Petitioner's Petition for Divorce. The Court, having received the written settlement agreements of the parties, having reviewed the file in this matter, having previously entered Findings of Fact and Conclusions of Law, for good cause otherwise appearing, now orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. Petitioner and Respondent are hereby awarded a Decree of Divorce from each other, said Decree to become final upon its being signed by the Court and entered in the Office of the Third Judicial District Court Clerk.

2. There have been two children born as issue of this marriage:

Name	Birthdate
I.M.B.	02/2011
R.N.B.	01/2014

PARENTING PLAN

Custody and Parent Time

3. Respondent shall be awarded sole physical custody of the minor children with parent-time by Petitioner being exercised as set forth below.

4. The parties shall be awarded joint legal custody of the children and shall implement the terms of the Parenting Plan, incorporated herein.

5. The parties shall be awarded joint legal custody of the children and shall cooperate and work together for the best interests of the children in making joint decisions regarding each child's medical and mental health, educational pursuits, religious affiliation, and any and all significant matter affecting any child's life. The parties shall inform each other when issues arise regarding the children and shall do so within a reasonable period of time, prior to making significant legal-custody decisions regarding any child. Both parties shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other party. The parties shall then work together to make a decision within a reasonably short period of time, relative to the timeline presented by the urgency of the issue. Unless the parties agree in advance to extend the time for a particular decision, the parties shall have a minimum of fourteen days after the issue requiring decision is raised to consider options, gather information and reach an individual opinion. If the

circumstances require a decision sooner than fourteen days, the parties shall make reasonable efforts to confer and reach a decision within the time reasonably required by the circumstances.

6. If the parties are unable to reach an agreement on any issue related to the children, under the terms of the paragraph above, the party who wishes to have resolution of the issue shall present, in writing, a demand for the parties to attend mediation by a specified reasonable date. If the decision is urgent and cannot be delayed, or if the other party refuses to participate in mediation, attempts to delay mediation, or otherwise intends to make a decision without regard to the other parent's agreement, the party wishing for resolution may turn to the court directly by filing a motion for relief.

7. Each party shall have the right to treat the children for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the children. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the children's lives. Both parents shall provide notice to the other parent of issues relating to any illness or accident or other circumstance that affects the children's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the children, whether related to education, sports, arts, extra-curricular activities, church or other activities events in which the children participate so that both parents may attend or participate, if otherwise not prohibited by court orders or the binding agreements of the parties.

8. Parent-time shall be as the parties may agree. If the parties are not able to agree, parent-time shall be pursuant to Utah Code § 81-9-209(9), with Petitioner designated as the relocating parent.

9. Notwithstanding Utah Code § 81-9-209, including any provision allocating travel costs to the relocating parent or apportioning summer travel costs, the parties agree that all travel costs incurred in exercising Petitioner's parent-time shall instead be shared equally by the parties, one-half each.

10. The parties shall be ordered to follow the advisory guidelines found at Utah Code § 81-9-202.

11. Holiday and extended parent-time shall be as the parties agree. If they are unable to agree, then holiday and extended parent-time shall be pursuant to Utah Code § 81-9-209(9), reasonably adjusting as necessary to meet the children's extracurricular activities' schedule and/or commitments. Parties shall alternate having priority in selecting his or her uninterrupted parent-time schedule with the parent with priority making his or her selection by April 1 and the other parent making his or her selection by April 15 of the year in which the summer parent-time will be exercised. Should a party fail to meet the deadlines outlined above, the other party shall have priority. Petitioner shall have priority in odd years and Respondent shall have priority in even years. While one parent is exercising his or her extended parent-time, the other parent shall have reasonable phone, FaceTime, Skype, or similar access to the children.

12. If either party desires to take the minor children outside of the State of Utah, he or she shall inform the other party in advance of the travel and provide the other party with the travel itinerary and make arrangements for the maintenance of contact between the children and the other party during the trip.

13. Respondent, as the primary physical custodian, shall be permitted the right to determine the children's place and state of residence. Both parties shall provide a home that is safe, sanitary and appropriate for the children.

Other Parent Plan Provisions

14. The parties shall communicate as much as possible through email or text in order to document their communications, agreements, and disputes. Neither party shall intentionally delete, destroy or make unavailable written communications between the parties, including text messages and text message history, with each party instead responsible to preserve such communications. Either party shall contact the other party if there is an emergency regarding or during parent-time.

15. Communications shall be between the parents as much as possible rather than using other family members, friends, new romantic interests, or others. The children shall never be used as messengers between the parents.

16. The children shall be permitted to communicate with the other parent during either party’s parent-time.

17. Both parties shall be restrained from disparaging the other party to or in the presence of the minor children and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with the minor children or in the presence of the children and are to instruct third parties to also be so restrained.

18. Further, both parties shall be ordered to instruct any adult who discusses the divorce, adult issues, and/or disparages the other party to cease immediately and to remove the children from the presence of that person.

19. Neither party shall allow any third-party child-care provider to care for the child if that provider uses illegal drugs or abuses alcohol while caring for the minor child. Neither party shall allow any third party to verbally or physically abuse or to physically discipline the minor child.

20. Both parties shall be ordered not to have overnight parent-time any night during which they also have an overnight guest of the opposite sex with whom they are having sexual relations and to whom they are not married.

Payments for the Benefit of the Children

21. Petitioner shall be imputed a gross monthly income of $7,500 per month for purposes of calculating child support.

22. Respondent shall be imputed a gross monthly income of $6,800 per month for purposes of calculating child support.

23. Pursuant to Utah Code and the child support guidelines therein, and using the sole custody calculator, the base child support amount for Petitioner is $1,098 while the base child support amount for Respondent is $997.

24. Petitioner shall be ordered to pay Respondent an upward deviated child support amount of $1,629 per month. This upward child support obligation shall be considered to cover all child-related expenses with the exception of medical expenses addressed below.

25. Child support can be modified at any time upon the mutual agreement of the parties.

26. Should physical custody of the children change, the child support shall automatically change and be recalculated based on that change. Further, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support awarded shall be automatically adjusted to reflect the base combined child support obligation shown in the table for the remaining number of

children due child support, unless otherwise provided. The award may not be reduced by a per child amount derived from the base child support originally ordered.

27. Child support shall be paid at a minimum in two increments each month; one-half on the 5th and one-half on the 20th of each month.

28. If a child support order has not been issued or modified within the previous three years, or if there has been a substantial change in circumstances, a parent, legal guardian, or the office may move the court to adjust the child support order pursuant to Utah Code § 81-6-212(5).

Insurance and Other Expenses

29. Pursuant to Utah Code § 81-6-208, Petitioner shall be ordered to maintain in force any and all health, accident and dental insurance for the benefit of the minor children as available, so long as the same is available at reasonable cost. If Petitioner/Respondent has or gains employment that has the availability of medical insurance for the children, the parties shall determine which party has the more reasonable policy and rate, and that party shall insure the children. Petitioner shall continue that coverage as to each child until each child attains the age of 18 years or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

30. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance of *both* parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent

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

31. Petitioner shall be responsible for providing and paying the children's portion of the medical insurance premiums for the children, and Respondent shall be responsible for providing and paying the children's portion of the dental and vision insurance premiums for the children. The children's portion of each premium shall be calculated according to statute as a per capita share of the premium actually paid for the family, by dividing the applicable premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties. Each party responsible for providing insurance shall provide verification of the children's coverage to the other party upon the divorce or upon initial enrollment and thereafter and shall notify the other party of any change in insurance carrier, premium, or benefits within 30 days of the date he or she knows of the change.

32. Each party shall share, one-half to each, all reasonable and necessary uninsured medical expenses, dental, orthodontic, optical, preventative care, routine visits, allergists or other specialist care, prescriptions, medical devices or psychotherapeutic expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other party via U.S. mail within 60 days of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision. Payment to reimburse a party for paid medical expenses shall be made within 30 days of receipt of verification of payment.

Taxes

33. The parties shall each claim ½ of the total number of children available to be claimed each year as tax exemptions and be awarded any tax credits related to the children for the purpose of calculating his or her State and Federal income taxes. For years in which there is one child available to be claimed as a dependent for the purposes of credits or exemptions, the parties shall alternate years claiming that child, beginning with Petitioner claiming the child for even tax years and Respondent claiming the child in odd tax years.

34. If either party would receive a greater benefit from claiming the children as a tax exemption, that party may notify the claiming party of his or her desire to buy-out that party in claiming the tax exemption. This notification shall be made by February 15th of the tax filing year. The party exercising their buy-out option shall be responsible for paying to the other party any amounts lost as a result of not claiming the children that year.

PROVISIONS NOT PART OF THE PARENTING PLAN

Alimony

35. Both parties to this action are able-bodied and employed, and neither party shall be awarded any alimony from the other.

Real Property

36. During the marriage, the parties have acquired an interest in real property, commonly known as 7353 W Sunset Shadow Ln., Herriman, UT 84096. The appraised value of the home is $755,000.

37. The real property shall be awarded to Respondent as her sole and separate property. Respondent shall be solely responsible for all expenses associated with the home, including but not limited to the mortgage, taxes, insurance, utilities, maintenance, and any other costs, and shall indemnify and hold Petitioner harmless therefrom. Within 120 days after entry of the

Decree of Divorce, Respondent shall refinance the home into her sole name and shall pay Petitioner $165,000, representing Petitioner's agreed share of the equity in the property, at the time the refinance is completed. As part of the parties' agreed division of marital debt, Respondent shall be solely responsible for the BHG Financial loan ending in 4769, with an approximate balance of $82,950, and shall indemnify and hold Petitioner harmless therefrom. Petitioner shall be solely responsible for the BHG Financial loan ending in 2139, with an approximate balance of $54,000, and shall indemnify and hold Respondent harmless therefrom. If Respondent is unable to obtain sufficient financing within the 120-day period to retain the marital residence and make the $165,000 equity payment to Petitioner, the marital residence shall be listed for sale. In the event the marital residence is sold pursuant to this paragraph, the outstanding balances of both BHG Financial loans shall be treated as joint marital obligations and paid from the proceeds of the sale, together with the mortgage and ordinary costs of sale, and the remaining net equity shall be divided equally between the parties. In that event, the $165,000 equity payment otherwise due to Petitioner shall not apply.

38. If Respondent subsequently sells the home, and the sale price exceeds the appraised value of the home as established for purposes of the parties' division of the property, Respondent shall pay Petitioner 50% of the amount by which the net sale proceeds exceed such appraised value. Such payment shall be made to Petitioner in a lump sum payment due within fourteen (14) days after closing on the sale of the home. Respondent shall provide Petitioner with documentation of the sale, including the final settlement statement or equivalent closing documentation, sufficient to establish the sale price and the amount of any additional proceeds subject to division.

39. The parties own an interest in a timeshare through Bluegreen Vacations. Petitioner shall be awarded the interest in the timeshare, assuming all debts and obligations related thereto, and holding Respondent harmless for any associated debt.

Retirement Accounts

40. During the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. Each party shall be awarded all retirement accounts and benefits held in his or her respective name, including all contributions, accrued benefits, and gains or losses thereon, whether acquired before, during, or after the marriage.

Other Accounts

41. Except as otherwise specifically provided in this Decree, each party shall be awarded as his or her sole and separate property all bank accounts, checking accounts, saving accounts, investment accounts, brokerage accounts, and other financial accounts held in his or her individual name, free and clear of any claim or interest of the other party. Any jointly titled accounts shall be divided within 30 days of the entry of Decree as mutually agreed by the parties, after which the parties shall cooperate in closing the account or removing the other party's name, as applicable. Neither party shall have any further claim to any account awarded to the other under this paragraph.

Debts

42. During the marriage, the parties have incurred various debts and obligations which shall be divided as follows:

A. Each party shall pay and assume all credit card debt held in their individual name, holding the other party harmless therefrom;

B. Petitioner shall pay and assume the debt associated with the Delta American Express and Harbor Freight credit cards, holding Respondent harmless therefrom;

C. Respondent shall pay and assume the debt associated with the Cabela's credit card and the Aquafinance loan, holding Petitioner harmless therefrom.

D. Subject to paragraph 37, Respondent shall pay and assume the loan through BHG Financial ending in 4769, with an approximate balance of $82,950, through a home refinance or HELOC as addressed above.

E. Subject to paragraph 37, Petitioner shall pay and assume the loan through BHG Financial ending in 2139, with an approximate balance of $54,000.

43. The parties agree that, until both parties have purchased and closed on their respective new residences, neither party shall take any action with respect to any credit account or financial obligation that would reasonably be expected to negatively impact the other party's credit standing or ability to obtain financing for a new residence. Each party shall continue to timely satisfy all financial obligations for which they are responsible and shall refrain from any conduct that could impair the other party's creditworthiness.

44. Each party shall pay and assume all debts and obligations incurred in his or her own name subsequent to the date of separation of the parties. Neither party shall incur any new debt or financial obligation in the name of the other party without the other party's prior written consent. Any debt or financial obligation incurred by either party individually shall be the sole responsibility of that party and shall not create any liability for, or otherwise bind, the other party in any manner.

45. The payment of the debts set forth above shall be non-dischargeable in bankruptcy. The party not obligated to pay a joint obligation shall do the following: (a) Send a copy of the Decree

to each joint creditor that he/she is not required to pay that joint debt; (b) notify that joint creditor of the current separate address for each party; (c) Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract. Also, inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint debt, unless the creditor has first made a demand for payment on the party who was not required to pay the debt; and (d) with respect to a creditor for medical expenses provided to a minor child, notify the creditor that a claim for unpaid medical expenses may not be made against the parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent. The foregoing is meant to comply with the provisions of Utah Code § 81-4-204(1).

Personal Property

46. All items or heirlooms received by inheritance or gift through a family-line are the sole property of the person who received the inheritance, heirloom, or gift.

47. During the marriage, the parties have acquired vehicles and currently own and possess the following vehicles: Hyundai Elantra, Hyundai Sonata, F-350, Kawasaki side-by-side, Palamino Puma Fifth Wheel, and ATV trailer. Petitioner is to be awarded the F-350, Kawasaki side-by-side and ATV trailer, subject to any debt associated therewith, holding Respondent harmless for the associated debt. Respondent is to be awarded the Hyundai Elantra, Hyundai Sonata and Palamino Puma Fifth Wheel, subject to any debt associated therewith, holding Petitioner harmless for the associated debt.

48. The American General term life insurance policy through Corebridge Financial, Policy No. xxxxxx0786, shall be maintained for the benefit of the parties' minor children. The parties shall each be responsible for one-half of the premiums associated with the policy. Neither party

shall cancel, surrender, borrow against, change, or otherwise modify the policy without the prior written agreement of the other party. The parties shall cooperate as necessary to maintain the policy and shall provide each other with reasonable documentation regarding the policy, including proof of coverage and payment of premiums. Either party may modify the designated beneficiaries without the other party's consent, provided that the parties' minor biological children remain the sole beneficiaries of the policy.

49. Prior to and during the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, jewelry, and other items. The parties shall each be awarded the personal property each owned prior to marriage. The parties shall equitably divide the personal property acquired during the marriage. If the parties cannot agree on an equitable division of the property, each party shall be ordered to make a detailed list of the items in the home, the value of the items, and a proposed distribution of the items. The parties shall be ordered to exchange immediately all items whose distribution is not in dispute and to attend mediation to resolve any disputes as to further distribution.

50. Each party shall pay his or her own attorney fees and court costs incurred.

51. All amounts owed to Petitioner, per the provisions of this Decree, shall be deemed owed from the date of entry of Decree of Divorce.

52. Each party shall be ordered to execute and deliver any necessary documents to transfer the title and ownership of the property of the parties pursuant to the Decree entered in this matter.

53. If a dispute arises between the parties concerning any term of this Decree of Divorce, the parties shall first participate in good-faith mediation before seeking court intervention. The parties shall divide all mediator fees and costs equally.

54. Any and all property and money received or retained by either party pursuant to the divorce shall be deemed the separate property of such party free and clear of any right, interest or claim of the other party, including the right to inherit or to be named as a beneficiary except as specifically awarded therein, and each party shall have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.

55. It is reasonable that, if either party fails in the performance of any of his or her obligations under the Decree, the aggrieved party shall have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

IT IS SO ORDERED.

(END OF DOCUMENT – SIGNATURE WILL APPEAR AT TOP)

Approved as to Form:

/s/ Joshua Lucherini *(permission to sign on file)*
JOSHUA LUCHERINI
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on October 12, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served to the following via efiling:

Joshua R. Lucherini, #16501
Fair Priced Lawyers
Attorney for Respondent

/s/ Cassie Davidson
Cassie Davidson
Paralegal for Millar Legal