VIET QUOC PHAM
Name
7551 S 2230 W
Address
West Jordan, Utah 84084
City, State, Zip
801-809-7965
Phone
vietpham801@gmail.com
Email

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, P.O. BOX 1860, SALT LAKE CITY, UT, 841

In the Matter of (select one)	**Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	264904379 Case Number teresa welch Judge renee blocher Commissioner (domestic cases)
VIET QUOC PHAM (name of Petitioner) and Khuyen linh pham (name of Respondent) Other parties (if any)	

The court decrees:

Divorce

1. VIET QUOC PHAM is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by VIET QUOC PHAM. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **VIET QUOC PHAM** and **Khuyen linh pham** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

YHN born 07/2020

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.
Child: **YHN born 07/2020**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Feb 2, 2022**
Address: **7551 S 2230 W, West Jordan, Utah 84084 United States**
(1).
Caretaker at this address: **VIET QUOC PHAM**
Caretaker current address: **7551 S 2230 W, West Jordan, Utah 84084 United States**

(2).
Caretaker at this address: **Khuyen linh pham**
Caretaker current address: **7551 S 2230 W, West Jordan, Utah 84084 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **VIET QUOC PHAM** and **Khuyen linh pham**'s minor children in any court or government agency. This

includes filed, pending, and completed cases.

6. **VIET QUOC PHAM** and **Khuyen linh pham** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **VIET QUOC PHAM** and **Khuyen linh pham**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **VIET QUOC PHAM** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **VIET QUOC PHAM**'s home **182** overnights each year and in **Khuyen linh pham**'s home **183** overnights each year.

9. The parents will follow a custom parent-time schedule:

   a. **Khuyen linh pham will have yen hoang ngo from monday to friday morning, viet quoc pham will pick up yen hoang ngo from school and stay with him friday until sunday before noon or later in the evening depending on his work schedule.**

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	VIET QUOC PHAM	Khuyen linh pham
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.	Odd years	Even years

Holiday	Period	VIET QUOC PHAM	Khuyen linh pham
	(2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.		
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 (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.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if VIET QUOC PHAM is the mother or other parent granted Mother's Day in the order.	All years if Khuyen linh pham is the mother or other parent granted Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if VIET QUOC PHAM is the father or other parent granted Father's Day in the order.	All years if Khuyen linh pham is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
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: (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.	Even years	Odd years

Holiday	Period	VIET QUOC PHAM	Khuyen linh pham
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

Parent-time transfers

11. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on **Khuyen linh pham**'s home residence.

15. VIET QUOC PHAM and Khuyen linh pham has authority to check the children out of school. VIET QUOC PHAM and Khuyen linh pham has access to the children during school. If the parents cannot agree, education decisions will be made by VIET QUOC PHAM.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than **30** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **30** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

22. A child care provider for our children must be:

A licensed child care provider.
A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

23. If either parent moves 150 miles or more from the other, the moving parent must

give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

24. If either parent lives 150 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

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

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

ii. If a 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 will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours

and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

25. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

28. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Counseling**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

29. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (VIET QUOC PHAM) (Utah Code 81-6-203)

30. **VIET QUOC PHAM's** gross monthly income for child support purposes is **$5183.** **VIET QUOC PHAM** receives the following gross monthly income:

a. **VIET QUOC PHAM** is employed at **south valley packaging**. **VIET QUOC PHAM** earns **$5182.98** gross (pre-tax) monthly income working a 40-hour a week job or less.

31. The adjusted gross monthly income for **VIET QUOC PHAM** is $**5183**.

Income: Respondent (Khuyen linh pham) (Utah Code 81-6-203)

32. **Khuyen linh pham's** gross monthly income for child support purposes is $**3450.** **Khuyen linh pham** receives the following gross monthly income:

a. **Khuyen linh pham** is employed at **kelly eyelashes**. **Khuyen linh pham** earns **$3450** gross (pre-tax) monthly income working a 40-hour a week job or less.

33. The adjusted gross monthly income for **Khuyen linh pham** is $**3450**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

34. It is in the best interest of the children that **VIET QUOC PHAM** be ordered to pay child support to **Khuyen linh pham** as follows:

a.**$104.00** per month base support. This amount complies with the Utah Child Support Act.

35. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

36. The **joint** custody worksheet was used to calculate child support.

Child support reduction for extended parent-time

37. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

38. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

39. Child support will be paid as follows:

child support will be deposited into khuyen linh ngo bank account each month by viet pham

40. The issue of past-due child support may be decided by future court or administrative

action.

41. **VIET QUOC PHAM** and **Khuyen linh pham** will each pay half of any ORS fee.

    a. If a fee is withheld from payments to **Khuyen linh pham**, **VIET QUOC PHAM** will reimburse **Khuyen linh pham** for half the fee.

42. The parties must notify each other within 30 days of any change in their income.

43. The Office of Recovery Services (https://ors.utah.gov/) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

44. **Khuyen linh pham** may claim the parties' children as dependents/exemptions for tax purposes.

    a.**if need the child tax benefit will be discussed between the two parties to come to an agreement**

Child health care (Utah Code 81-6-208)

45. The parties must provide health care coverage for the medical expenses of the dependent children. Heath care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

46. **VIET QUOC PHAM** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

    a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

    - **VIET QUOC PHAM's** insurance will be primary coverage.
    - **Khuyen linh pham's** insurance will be secondary coverage.

    b. If a parent remarries and that parent's 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 coverage will be as follows:

- **VIET QUOC PHAM's** spouse's insurance will be primary coverage.
- **Khuyen linh pham's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

48. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

49. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

50. Vehicles will be divided as follows:

a.
Year: **2023**
Make: **mazda**
Model: **3 hatchback**
VIN: **N/A**
Owner (before divorce): **viet quoc pham khuyen linh pham**
Current value: **$30,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Khuyen linh pham**
Loan: **N/A**

b.
Year: **2021**
Make: **ford**
Model: **f150**
VIN: **1ftew1ep3mke18109**
Owner (before divorce): **viet quoc pham**
Current value: **$27,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **kbb.com**
Ownership After Divorce: **VIET QUOC PHAM**
I.
Lender: **america first credit union**
Address: **P.O. Box 9199, Ogden, UT 84409**
Date Acquired: **N/A**
Amount Owed: **$21,310.80**
Amounts Estimated: **no**
Monthly Payment: **$386.00**
The debt will be paid as follows: **VIET QUOC PHAM will pay the entire debt. VIET QUOC PHAM will provide a copy of the divorce decree to the lender.**

Debts

51. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can

recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **4100**
Institution Name: **citi bank**
Address: **388 Greenwich Street New York, NY 10013**
Amount owed on debt (in US Dollars): **$7,837.55**
Minimum Monthly Payment (in US Dollars): **$200.00**
Owner: **VIET QUOC PHAM**
The debt will be paid as follows: **VIET QUOC PHAM will pay the entire debt. VIET QUOC PHAM will provide a copy of the divorce decree to the lender.**

Real property

52. The parties acquired the following real property during the marriage:

a.

Description: **house**
Address: **7551 S 2230 W, West Jordan, Salt lake , Utah 84084 United States**
Tax ID: **639073014**
Legal Description: **the current resident at 7551 south 2230 west west jordan utah 84084 will be sold and the profit will be split in half with both parties. until the property is sold khuyen linh pham and her two children nhu linh nguyen and yen hoang ngo will reside at the property. the mortage will be split in half between viet quoc pham and khuyen linh pham, while all the utilities will be paid by khuyen linh pham along with maintainance and up keep of the home. viet pham will move out of the property but is allow for access any given time. personal properties of each party will be left at the home until claim, sold, or remove by the owner of those properties.**
Date property acquired: **Feb 2, 2022**
Names on title: **viet quoc pham , khuyen linh pham**
Original cost: **$510,000**
Current value: **$525,000.00**
Property values estimated: **yes**
Estimation basis for property value: **realtor comp**
Disposal: **This property will be sold as follows:**
Until the property is sold, VIET QUOC PHAM and Khuyen linh pham will have equal use and possession of this property. VIET QUOC PHAM and Khuyen linh pham will be equally responsible for payments, taxes, and insurance until the property is sold.
The proceeds of the sale will be applied as follows:

(i) First, pay expenses of sale.

(ii) Second, pay all mortgages and liens. If there is money still owed on mortgages and liens, the parties will each be responsible for one half of each payment.

(iii) Third, pay all marital debts and obligations.

(iv) Finally, divide any remaining balance equally between the parties.

i.

Creditor: **N/A**
Names on mortgage: **VIET QUOC PHAM**
Date mortgage acquired: **Jan 30, 2022**
Mortgage balance: **$411,932.43**
Monthly payment: **$2,419.85**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **both parties viet pham and khuyen pham will pay for half the mortgage until the home is sold, or each parties can buy out each other of the property equality. VIET QUOC PHAM will provide a copy of the divorce decree to the lender.**

Alimony

53. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

54. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

55. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **2221**
Plan Name: **401k**
Plan Administrator: **eexcel usa llc**
Company Name: **south valley packaging**
Address: **9957 south jordan gateway**

Date Opened: **Dec 1, 2021**
Plan Value: **$30930.17**
This plan is in the name of: **Khuyen linh pham**
Divide as follows: **viet pham will give khuyen linh pham half the 401k when the house is sold and the profit is split. while keeping the 401k account untouched at 30,930.17. viet pham will pay khuyen pham 15,465.08 USD out of his profit from the house sale, rather than withdrawing the 401k with the qdro VIET QUOC PHAM should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 120 days after the divorce decree is entered.**

Additional provisions

56. The parties will adhere to the following additional provisions:

a.
Additional Provision: **visitation for yen hoang ngo from both parents will be granted and discussed by both parties, once all profits from home sale and 401k distribution is done there will not be any financial ties between the two parties, as each partie agree to pay their own debt and will take upon their own responsibility for their own finances, which includes health insurance , car insurance, phone, rent, personal belongings. viet pham will not withdraw his 401k to pay khuyen pham but will give khuyen pham 15,500 from the profit of the house sold to cover the 401k division. regarding credit card debt each parties will be responsible for their own financial debt.**

Duty to sign documents

57. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

58. **Khuyen linh pham** changed **her** name when the parties married. **Khuyen linh pham**'s name will be **khuyen linh ngo** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

10/14/2026
Date

Signature ►

Judge



10/14/2026

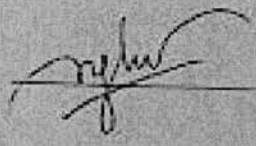
Date

Signature ►

Commissioner

Approved as to Form.

Other Party Signature ►



Other Party Name Khuyen linh pham

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **viet quoc pham**
Method of service: **Hand Delivery**
Address: **7551 south 2230 west west jordan utah 84084**
Date of Service: **Sep 29, 2026**

Signature

09/29/2026

Date

► viet pham

Printed Name VIET QUOC PHAM