The Order of the Court is stated below:
Dated: October 16, 2026 08:39:27 AM **/s/** L DOUGLAS HOGAN
District Court Judge

Robin Kirkham - 14550

Robin Kirkham Law, LLC

680 E Winchester St

Murray, UT 84107

Telephone: (801) 386-4529

Email: robin@robinkirkhamlaw.com

Attorney for Helen Ifeoma Emefo

IN THE THIRD JUDICIAL DISTRICT COURT

TOOELE COUNTY, STATE OF UTAH

74 S. 100 E., Ste 14, Tooele, UT 84074

In the Matter of the Marriage of HELEN IFEOMA EMEFO and NICHOLAS CHUDI EMEFO	DECREE OF DIVORCE Case No. 254300155 Judge L. Douglas Hogan

Based upon the parties' partial stipulation re: Child Custody, Parent Time, Family Support and the Court's conclusions entered after informal trial on June 11, 2026, and upon the Court's Findings of Fact and Conclusions of Law, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Divorce. The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said Decree to become final automatically upon the date of entry by the court, pursuant to the provisions of Utah Code 81-4-406(5)-(6).

Children and Parenting

2. Children. The parties have three living minor children as issue of divorce: M.K.E. (DOB 08/05/08), L.C.E. (DOB 03/20/10), and L.C.E. (DOB 03/20/10). The parties are the legal parents of these children.

3. Custody.

a. Physical custody is awarded to Helen, with Helen acting as the primary custodian. Legal custody shall be shared jointly.

b. This custody arrangement shall be subject to the parenting terms stated herein.

4. Reunification. The children in this case are currently teenagers and are feeling estranged from their father. Parties will work together to encourage a healthy relationship between the children and Nicholas with the goal to establish and enforce his assigned parent time as soon as possible.

a. Nicholas will invite and persuade but not physically force the children to join him for his assigned parent time and will be sensitive to their comfort level and requests to limit parent time.

b. Despite the above, Nicholas is entitled to all his assigned parent time and will use his own discretion to decide whether to limit his parent time with the children.

c. Helen will make best efforts to encourage the children to develop a healthy relationship with Nicholas. She will not suggest to them that Nicholas' parent time is voluntary, but will require them to attend unless Nicholas declines parent time.

d. Helen may communicate to Nicholas any reluctance the children may express to her, but she may not unilaterally decide to retain the children during Nicholas' assigned parent time.

e. Either parent may initiate family therapy to improve the children's relationship with Nicholas.

f. Either parent may initiate court action if they feel that the other parent's actions are harming the children's relationship with Nicholas or with Helen.

5. Regular Parent Time Schedule. Parent time shall be as the parties agree. In the event the parties cannot agree, then Nicholas shall have parent-time in accordance with Utah Code 81-9-302: Nicholas shall have parent time every other weekend, an equal division of major holidays, and extended parent time during the summer, as detailed below.

a. ***Weekend Parent Time***. Nicholas's weekend parent time shall be as follows:

i. Every other weekend, beginning Friday at 5:30 pm, and ending Sunday at 8:30 pm.

ii. Nicholas may choose to begin parent time at the time the children are released from school on Friday.

iii. If school is not in session, Nicholas may choose to begin parent time at 9:00 a.m. on Friday, or at the time Helen begins work, whichever is earlier.

iv. A step-parent, grandparent, or other responsible adult designated by Nicholas may pick up the children if Helen is aware of the identity of the individual and Nicholas will be with the children by 7:00 p.m.

v. Weekends include any “snow” days, teacher development days, or other days when school is not scheduled and which are contiguous to the weekend period.

b. ***Parent Time Chart.*** The following illustrates the expected parent time rotation over a typical 2-week period:

Week		Mon	Tues	Wed	Thur	Fri	Sat	Sun
1	**Day**	Helen	Helen	Helen	Helen	Exchange 5:30pm	Nicholas	Nicholas
	Eve	Helen	Helen	Helen	Helen	Nicholas	Nicholas	Exchange 8:30pm
	Over Night	Helen	Helen	Helen	Helen	Nicholas	Nicholas	Helen
2	**Day**	Helen	Helen	Helen	Helen	Helen	Helen	Helen
	Eve	Helen	Helen	Helen	Helen	Helen	Helen	Helen
	Over Night	Helen	Helen	Helen	Helen	Helen	Helen	Helen

6. Holiday Parent Time. Each parent shall be entitled to an equal division of major religious, federal, and school holidays as per Utah Code 81-9-302(12) except as altered below with Helen assigned the holidays designated for the custodial parent, and Nicholas assigned the holidays designated for the non-custodial parent, with some statutory holidays excluded. Statutory holidays not listed below shall follow the normal parent time rotation without holiday-time alteration.

Holiday	***Holiday Time Period***	***Odd Years***	***Even Years***

Child Birthdays (Day before or after)	**Begins** at 3 p.m. **Ends** at 8:30 p.m.	Nicholas	Helen
Child Birthdays (Day of)	**Begins** at 3 p.m. **Ends** at 8:30 p.m.	Helen	Nicholas
Dr. Martin Luther King Jr. Day Weekend	**Begins** at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or 5:30 p.m. at the election of the parent granted the holiday. **Ends** at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Nicholas	Helen
Presidents' Day	**Begins** at the time that school is dismissed for Presidents' Day; or 5:30 p.m. at the election of the parent granted the holiday. **Ends** at 8:30 p.m. on the day before school resumes.	Helen	Nicholas

Spring Break and Easter	**Begins** at the time school is dismissed for spring break; or 5:30 pm on the day that school dismisses for spring break at the election of the parent granted the holiday. **Ends** at 8:30 p.m. on the day before school resumes.	Nicholas	Helen
Easter (if separate from Spring Break)	**Begins** at 8:00 a.m. **Ends** Easter Sunday at 8:30 p.m.	Helen	Helen
Memorial Day Weekend	**Begins** at the time that school is dismissed for Memorial Day; or 5:30 p.m. at the election of the parent granted the holiday. **Ends** at 8:30 p.m. on Memorial Day.	Helen	Nicholas
Mother’s Day	**Begins** at 5:30 p.m. on the day before Mother's Day. **Ends** on Mother’s Day at 8:30 p.m.	Helen	

Father’s Day	**Begins** at 5:30 p.m. on the day before Father's Day. **Ends** on Father’s Day at 8:30 p.m.	Nicholas	
Independence Day	**Begins** July 3rd at 5:30 p.m. **Ends** July 5 at 8:30 p.m.	Nicholas	Helen
Pioneer Day	**Begins** July 23rd at 5:30 p.m. **Ends** July 25 at 8:30 p.m.	Helen	Nicholas
Labor Day Weekend	**Begins** at the time that school is dismissed for Labor Day; or 5:30 p.m. at the election of the parent granted the holiday. **Ends** at 8:30 p.m. on Labor Day.	Nicholas	Helen

Fall Break	**Begins** at the time that school is dismissed for fall break; or 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. **Ends** at 8:30 p.m. on the day before school resumes.	Nicholas	Helen
Thanksgiving	**Begins** at the time school is dismissed for Thanksgiving; or 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. **Ends** at 8:30 p.m. on the day before school resumes.	Helen	Nicholas

Winter Break First Half	**Begins** at the time that school dismisses for winter break; or 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. **Ends** on December 27th at 8:30 pm.	Nicholas	Helen
Winter Break Second Half	**Begins** on December 27th at 8:30 pm. **Ends** at 8:30 p.m. on the day before school resumes after the winter break.	Helen	Nicholas

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

c. 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 dismissed for the holiday and ending the evening before any child returns to school.

7. Summer/Extended Parent Time. Extended parent time shall be as follows:

a. Each parent shall be allowed a two-week block of uninterrupted parent time for vacation when school is not in session and for a period of time not including a holiday assigned to the other parent.

b. Nicholas shall be allowed an additional two-week block of parent time during which Helen shall be allowed midweek parent time with the children.

c. ***Final Week Before School Starts***. Nicholas's summer/extended parent time shall be scheduled to ensure that the children spend the final week of each summer/extended break with Helen, with Nicholas taking his normal parent time.

d. ***Deadlines to Schedule Extended Time***. Helen and Nicholas shall each provide notification to the other parent of their plans for the exercise of their extended parent-time for summer break:

i. Parents will observe the following notification schedule:

1. In odd-numbered years:

a. Nicholas shall provide notice to Helen by May 1; and

b. Helen shall provide notice to Nicholas by May 15; and

2. In even-numbered years:

a. Helen shall provide notice to Nicholas by May 1; and

b. Nicholas shall provide notice to Helen by May 15.

ii. If either 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.

iii. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

e. ***Virtual Parent Time***. During each parent's extended parent time, the other parent's rights to virtual parent time as described below will continue as normal.

8. Parent Time Changes and Priority. In accordance with Utah Code 81-9-302(6) changes may not be made to the parent-time schedule above without mutual agreement, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

a. the holiday schedule for Mother's Day or Father's Day

b. the holiday schedule for the children's birthdays, unless a parent is exercising uninterrupted extended parent-time under Subsection (4) and takes the children away from that parent's residence during the uninterrupted extended parent-time;

c. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the children's birthdays;

d. extended parent-time; and

e. the schedule for weekday or weekend parent-time.

Child Financial Support, Benefits

9. Child Support.

a. Nicholas shall pay child support to Helen, consistent with the Utah Child Support Guidelines, the sole custody child support worksheet, and the current incomes of the parties.

i. ***Helen's Income***. Helen earns a base hourly rate of $25/hour and has agreed to be imputed at 40 hours per week. She also receives a monthly stipend of $1,213 for a total gross monthly income of $5,546.

ii. ***Nicholas' Income***. Nicholas earns a base hourly rate of $37.10 working full time and also receives substantial overtime pay at a rate of $55.65 per hour. Because his overtime hours vary, Nicholas' average gross monthly income is imputed at $8,462.

b. Based upon the Sole Custody Child Support Worksheet, the Uniform Guidelines for Child Support, the above incomes and parenting time, Nicholas is ordered to pay child support to Helen in the amount of $1,427 per month.

c. Child support shall be paid on the children's behalf beginning June 1, 2026 and continuing until the children reach the age of majority or graduate from high school during the normal and expected year of graduation, whichever occurs later.

i. The oldest child will reach the age of majority in August 2026. Beginning September 1, 2026, Nicholas is ordered to pay child support to Helen in the amount of $1,255 per month for the two remaining minor children.

d. Nicholas shall make all child support payments to Helen through the Office of Recovery Services at PO Box 45011, Salt Lake City, Utah 84145-0011. Any fees collected shall be paid by Nicholas either directly to ORS or as a reimbursement to Helen.

e. In accordance with Utah Code 81-6-211 Nicholas's base child support amount shall be reduced during periods of extended parent time as follows:

i. By 50% of the (or each) minor child's portion of the total amount for time periods during which that child is (or the children are) with Nicholas by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time.

ii. By 25% of the (or each) minor child's portion of the total amount for time periods during which that child is (or the children are) with Nicholas by order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time.

iii. If the children are clients of cash assistance provided by the State of Utah under Title 35A, Chapter 3, Part 3, any reduction in child support must be approved by the court or by the Office of Recovery Services.

iv. Normal parent-time and holiday visits with Nicholas shall not be considered extended parent-time.

f. Parties shall be required to provide current income information within 30 days of receipt of the other party's written request, up to once per year.

g. In accordance with Utah Code 81-6-212(3)-(5), either party may petition the court for an adjustment of child support in the following circumstances:

i. Three years have passed since the last order or modification and

1. The difference between the ordered amount and the current guideline amount is 10% or more;

2. The difference is not of a temporary nature

3. The order adjusting the support does not deviate from the guidelines.

ii. A long-term substantial change in circumstances has occurred which creates a 15% difference between the ordered amount and the current guideline amount such as:

1. material changes in custody;

2. material changes in the relative wealth or assets of the parties;

3. material changes of 30% or more in the income of a parent;

4. material changes in the employment potential and ability of a parent to earn;

5. material changes in the medical needs of a child; or

6. material changes in the legal responsibilities of either parent for the support of others.

h. There are no arrears.

10. Health Insurance.

a. Nicholas will continue to maintain the children on his insurance and will cover their premiums himself.

11. Medical Expenses.

a. Helen and Nicholas shall divide equally all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay, and deductible expenses, which are incurred on behalf of the minor children and not covered by insurance.

b. The party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days as set forth in Utah Code. 81-6-208.

c. Pursuant to Utah Code 15-4-6.7, medical and/or dental providers who timely receive a copy of the final decree shall, (if received at or before the time of service) separately bill each parent for the share of the medical and/or dental expenses that parent is required to pay and (if received within 30 days after the service) may not make a claim 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 final order. Therefore each party shall:

i. Provide a copy of the relevant pages of the final decree to each medical or dental provider at or before the time of service or at least within 30 days thereafter;

ii. Request that the provider bill each parent separately;

iii. Notify each provider of the full contact information for themselves and for the other parent.

12. Children's Activities.

a. If the children participate in school and extracurricular activities, the parties shall share equally in the cost of any activity that each party agrees to in writing. If one party enrolls the children in any activity without the written consent of the other party, the enrolling party shall bear the full cost of that activity.

b. If any agreed-upon activity bears additional, optional costs, parties must also agree in writing to their share of the optional costs. If one party authorizes an optional cost without the written agreement of the other party, the authorizing party shall bear the full optional cost.

c. So long as at least one parent agrees and is willing and able to facilitate transportation and costs, the children shall be allowed to choose a minimum of one extracurricular activity per season. If one parent is unable or unwilling to facilitate transportation to the chosen activity during his or her own parent time, the other parent shall be allowed to make arrangements to enable the child to participate fully. In the event that the parents disagree on the selection of the activity, the children will be allowed to continue in their normal activities as established during the marriage.

13. Children's School Expenses. Parties shall share equally in any direct educational expenses such as registration, books, supplies, fees, etc.

14. Tax Matters.

a. The parties shall equally share the child tax credit for the minor children each year.

b. During tax years when there are an even number of children, Helen shall claim the oldest one and Nicholas shall claim the youngest one. During tax years when

there are an odd number of children, parties shall divide the older children equally and alternate claiming the youngest for an equal number of years; unless it would create an inequitable result, Helen shall claim the youngest in odd years (i.e. 2025 taxes, filed by April 15, 2026), and Nicholas shall claim the youngest in even years (i.e. 2026 taxes, filed by April 15, 2027).

c. When there is only one minor child remaining, parties shall alternate claiming the child tax credit each year for an equal number of years: Unless it would create an inequitable result, Helen shall claim the child in odd years (i.e. 2025 taxes, filed by April 15, 2026), and Nicholas shall claim the child in even years (i.e. 2026 taxes, filed by April 15, 2027).

d. Pursuant to Utah Code 81-6-210(4), Nicholas's right to claim the child tax credit for the children is conditional on being current in all child support obligations by December 31st of each tax year. If Nicholas is not current, Helen is entitled to claim the full child tax credit on tax returns for that year.

e. Pursuant to Utah Code 81-6-210(5), a parent may not claim any child if the exemption will not result in a tax benefit.

15. Public Assistance. No child support services under Part IV of the Social Security Act have been or are being provided, so the Attorney General's Office need not join this action.

Parenting Plan

16. Advisory Guidelines. The parties shall be required to follow the advisory guidelines in Utah Code 81-9-202, together with specific parenting plan terms as described below, with the terms in this document controlling in the event of any conflict.

17. Parent Time. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution. The parent-time schedule shall be utilized to maximize the continuity and stability of the children's lives. Parents shall observe the following parent-time terms.

18. Meet Children's Needs. Parents shall each be responsible to meet all the children's basic needs during their own parent time. This includes, but is not limited to, housing, food, toiletry items, homework needs, any entertainment chosen by that parent, any medical needs, and clothing.

19. Alterations and Flexibility. Parents shall work together to be flexible as circumstances change for themselves and for the children, and agree to the following terms:

a. The court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents.

b. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

c. The children's regular school hours may not be interrupted for the exercise of parent-time by either parent without the written consent of both parents.

20. Parent Time Exchanges. Parents shall observe the following guidelines when exchanging the children:

a. Unless the parents agree otherwise, the receiving parent shall be responsible to pick up the children from the other parent or from school, as appropriate, at the commencement of each visitation period.

b. Each parent shall ensure that the children are ready to leave with the other parent and that the children are present in the home or at another agreed-upon alternative location at the time of each scheduled exchange.

c. A step-parent, grandparent, or other responsible adult designated by the receiving parent may pick up the children if the other parent is aware of the identity of the individual and the receiving parent will be with the children by 7:00 p.m.

d. The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.

21. Discipline. Neither parent shall use corporal punishment such as spanking or other physical violence to discipline the children.

22. Travel within the United States. Travel is defined as occurring any time the children will be away from both parents' homes overnight, whether or not that child is with a parent. Either parent may travel with the children or consent to allow the children to travel with others within the United States during their own parent time, but, pursuant to Utah Code 81-9-202(19) shall provide the following to the non-traveling parent prior to departure:

a. An itinerary of travel dates, including destinations and addresses where the children will be spending the night;

b. Contact information (if different from usual) for the traveling parent, the children, and an available third party who would be knowledgeable of the children's location.

23. International Travel. Parents may travel with the children internationally with the written consent of the other parent or with a court order. The following shall apply to all international travel:

a. Parents shall cooperate in obtaining passports for the children sufficiently in advance of the departure date and shall equally share the cost.

b. Once obtained, Helen will be responsible to hold and safeguard the children's passports and to deliver them to Nicholas when needed for international travel.

c. A request for consent to allow international travel, projected itinerary, and contact information shall be given to the non-traveling parent at least 90 days prior to the departure date, unless such notice is impossible, in which case notice shall be given as soon as the projected departure date is known.

24. Relocation. If either parent relocates farther than 150 miles away from the other parent, the relocating parent must follow the guidelines of Utah Code 81-9-209.

a. Prior to any relocation, parents shall discuss which parent time schedule would be in the best interests of the children, and to decide fair costs for transportation for future parent time.

b. If either parent relocates farther than 150 miles from the other parent, it is presumed that the noncustodial parent will have parent time as described in Utah Code 81-9-209 unless the parents agree or the court orders otherwise.

25. Adherence to the Order. Neither parent-time nor child support shall be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

26. Mutual Respect. Both parents shall observe and promote mutual respect for each other as co-parents.

a. Neither parent shall maliciously insult or denigrate the other or the important friends and family in each other’s lives either through social media potentially available to the children, or to third parties within the hearing of the children.

b. Neither parent shall knowingly allow others to insult or denigrate the other within hearing of the children.

c. Each parent shall strive at all times to be kind, courteous, and respectful in all communications with each other, and to encourage the children to love and accept the other.

d. Neither parent shall threaten or harass the other at any time or under any circumstances.

e. Parents shall not question or interview the children to get information about the other parent, but shall allow the children to freely share information as they choose.

27. Notification and Access. Both parents shall be entitled to notification and access to all important events, medical appointments, and records related to the children.

a. Both parents shall notify the other within 24 hours of receiving notice of all medical appointments and any significant school, social, sports, and community functions in which the children are participating or being honored, and both parents shall be entitled to attend and participate fully.

b. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

28. Contact. Parents shall maintain appropriate contact with each other and with the children.

a. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

b. The parents shall maintain a distance between them of at least 200 feet at all times, and shall stay away from each other’s places of residence, employment, and worship. In the event that parents are both attending a child’s event and a 200 foot separation is not possible, parents will remain as far apart as reasonably possible and will refrain from communicating with each other during the event.

c. ***Virtual Parent Time***. Each parent shall permit and encourage, during reasonable hours, reasonable, unmonitored and uncensored communications with the children, in the form of mail, phone, text, and email privileges and virtual parent-time if the

equipment is reasonably available, provided that if the 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 children's best interests;

ii. each parent's ability to handle any additional expenses for virtual parent- time; and

iii. any other factors the court considers material.

d. ***Cell Phones***. Either parent may freely contact the children on their cell phones at reasonable hours and for reasonable durations. The parent exercising parent time may restrict use of the children's cell phones for discipline or in the children's best interests, but if cell phone use is restricted, the other parent must be informed of alternative methods to contact the children.

e. Parents shall restrict their communications with each other to emails, text messages, and other written communications and shall refrain from discussing matters not directly related to the children.

29. Childcare and Third Parties. Parents shall coordinate childcare arrangements according to the children's best interests.

a. Childcare arrangements that conform to the child's established routine are preferred as are childcare arrangements with nominal or no charge.

b. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the other

parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

c. Each parent shall provide the name of any individual over the age of 16 who resides in the same residence where the children will spend regular parent time overnights, unless the court for good cause orders otherwise.

d. In case of emergency, each parent shall provide the other parent's contact information to any adult who lives in the same home, unless the court for good cause orders otherwise.

30. Decision-Making. Ongoing parenting decisions shall be made as follows:

a. Minor day-to-day decisions regarding the children's care shall be made by the parent presently exercising parent time without the need to consult with the other parent.

b. Emergency treatment for the children's medical, dental, and/or psychological needs may be initiated or agreed to by the parent presently exercising parent time. If such care is initiated, however, that parent shall notify and involve the other parent as soon as possible.

c. Major, non-emergency decisions regarding the children's health, education, religion, and general welfare shall be discussed and agreed to by both parents, and parents shall communicate with each other within 24 hours of receiving notice of the need for a major decision.

d. If both parents do not immediately agree, the following procedure shall be followed:

i. Both parents shall research the issue, identify possible solutions, and respectfully conference together to attempt to reach a mutually agreeable solution or compromise, considering the needs of the children as well as the children's desires, when practical.

ii. If both parents cannot agree, they will consult an appropriate expert in the area of dispute (e.g. doctor, dentist, therapist, teacher, etc.) to receive feedback and guidance toward decision-making.

iii. If both parents cannot agree, Helen shall make the final decision.

iv. If Nicholas feels that Helen's decision is harmful to the children, Nicholas may require Helen to attend mediation, where both parents shall equally share the fees. If mediation does not resolve the issue, Nicholas shall be enabled to petition the court to intervene.

End of Parenting Plan

Real Estate

31. Tooele Home. The parties own a home at 1059 West 860 West, Tooele, UT 84074. Helen is awarded the use, ownership, and possession of the Tooele home, subject to the indebtedness thereon and holding Nicholas harmless therefrom.

a. The Tooele home has equity subject to division in the amount of $220,000. Nicholas's one-half share ($110,000) shall be reduced by the outstanding

balance of the HELOC ($66,000 at the time of trial), which is assigned entirely to Nicholas. This amount shall be paid to Nicholas upon refinance of the home or upon Helen assuming the mortgage to remove Nicholas from the debt, as set forth herein.

b. Nicholas is ordered to timely pay at least the minimum monthly payments on the HELOC, holding Helen harmless therefrom until the entire balance is paid off either by Nicholas or through Helen's refinancing of the marital home or assuming the loan to remove Nicholas from the debt.

c. Helen is ordered to timely pay the mortgage owed to Wells Fargo Home Mortgage holding Nicholas harmless therefrom. Within twelve (12) months of entry of the Decree herein, Helen is ordered to refinance or to assume the mortgage and HELOC into her own name, unless otherwise agreed in writing by the parties. At the time of refinance, Helen is ordered to pay Nicholas his share of the home equity ($110,000 less the then-outstanding balance of the HELOC).

d. Nicholas is ordered to sign and deliver any and all documents necessary to transfer title of the home to Helen as directed by the title company handling the assumption or refinance and distribution of equity funds.

32. Akwa, Nigeria Property. There was insufficient evidence presented to prove that any property was purchased in Akwa, but the court does find that $66,000 of marital funds were withdrawn from the HELOC on the Tooele home and that Helen agreed to this with the understanding that it would be invested in property in Akwa. Therefore, the $66,000 withdrawn from the HELOC is assessed entirely against Nicholas. This amount will be reduced from Nicholas' share of equity in the Tooele home and Nicholas will be solely

responsible for the repayment of the HELOC loan owed to Mountain America Credit Union, as set forth herein until it is satisfied in the refinance.

33. Liberty Dam, Nigeria Property. Nicholas is awarded the Liberty Dam, Nigeria Property, free and clear from any claim by Helen, subject to any indebtedness thereon, and holding Helen harmless therefrom. The Court does not find this property to be marital property, but rather a potential inheritance.

Debts and Obligations

34. HELOC Account. As set forth above, Nicholas is ordered to pay the minimum monthly payments on the HELOC loan owed to Mountain America Credit Union, holding Helen harmless therefrom until the entire balance is paid or else it is satisfied in the refinance or Helen assumes the loan herself to remove Nicholas' name from the debt. Neither party shall draw any additional funds from this account without written consent from the other party.

35. Mortgage. As set forth above, Helen is ordered to pay the mortgage on the Tooele home owed to Wells Fargo Home Mortgage, holding Nicholas harmless therefrom. Helen is ordered to refinance or to assume this loan to remove Nicholas' name from the debt within twelve (12) months of entry of the Decree herein, unless otherwise agreed in writing by the parties.

36. Other Debts. Each party is ordered to pay the debts incurred in his or her own name or for his or her own benefit, holding the other harmless therefrom.

Personal Property

37. The parties' marital and personal property shall be divided as set forth herein. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item.

Item Description:	***Awarded to:***
2008 Mazda CX9 ($4,305 value)	Helen
2005 Dodge Ram 2500 Quad ($15,480 value)	Nicholas
2011 Mazda 3S ($6,795 value)	Nicholas
Camper Trailer ($5,550 value)	Nicholas

a. In addition to the property listed above, the parties own a Nissan vehicle, which is being driven by the parties' children. This vehicle will remain jointly owned and maintained for the benefit of the children, unless otherwise agreed in writing by the parties.

b. Except as set forth herein, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control.

38. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

Financial Accounts

39. Helen's Transamerica Retirement Accounts. Helen is awarded her Transamerica Retirement accounts in her own name free and clear from any claim by Nicholas.

40. Nicholas's USANA Health Sciences Retirement. Nicholas was a participant in the Usana Health Sciences 401(k) Plan ("Plan") during the parties' marriage. Nicholas did not contribute to the Plan prior to the parties' marriage. Helen is awarded 50% of the total vested account balance under the Plan as of the date of entry of the Decree herein (the "Valuation Date"). Because the Plan contains both pre-tax and post-tax amounts, Helen will be entitled to 50% of the pre-tax amount and 50% of the post-tax amount. These amounts shall be adjusted for market fluctuation from the Valuation Date to the Date of account segregation. There are not outstanding loans against the Plan. A qualified domestic relations order will be required (QDRO). Nicholas' counsel shall draft the QDRO within 30 days of the entry of the decree. Nicholas shall provide the non-account holder (Helen) with a copy of his account statement as of the divorce date within 14 days of the entry of the divorce decree.

41. All other financial accounts of the parties have already been divided. Except as set forth herein, each party is awarded those accounts in his or her own name, free and clear from any claim by the other party.

Alimony

42. Neither party is ordered to pay alimony to the other now or in the future.

Miscellaneous

43. Attorney Fees. Each party is ordered to pay his or her own attorney fees and costs incurred in this action.

44. Rule 70. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the Divorce Decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the Divorce Decree, the other party may bring an enforcement action and request that the Court appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and costs may be awarded against the non-compliant party.

--- End of Order ---

--- Signature of Judge Located at Top of First Page ---

Note: URCP 7(j)(4) indicates that "A party may object to the form of the proposed order by filing an objection within 7 days after the order is served."

APPROVED AS TO FORM:

/s/ Michael Mickelson *10/9/2026*

MICHAEL MICKELSON DATE

Counsel for Nicholas Chudi Emefo

Signed by Robin Kirkham with

permission obtained on 10/9/2026

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing proposed Decree of Divorce to be served to the following by the indicated method on this 8th day of October, 2026:

Name	Method of Service
Michael Mickelson Counsel for Nicholas Chudi Emefo	E-Filing

/s/ Robin Kirkham
Robin Kirkham

Counsel for Helen Ifeoma Emefo