The Order of the Court is stated below:
Dated: October 22, 2026 11:11:25 AM **/s/** JAMES BLANCH
District Court Judge

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

In the matter of the marriage of: HELIZE E. MATUSICK, Petitioner, and GERALD M. MATUSICK, Respondent.	**DECREE OF DIVORCE** Civil No. 264901997 Judge: James Blanch Commissioner: Russell Minas

This matter, having come before the Honorable James Blanch, Petitioner Helize E. Matusick ("Helize"), represented by Amy Hayes Kennedy of Dart, Adamson, & Donovan, and Respondent Gerald M. Matusick ("Gerry") *Pro Se*, having reached a full agreement, the written *Stipulation and Property Settlement Agreement* ("Agreement") of the parties having been submitted and approved, the Court having reviewed the records and files herein and being fully advised in the premises, and good cause appearing therefore, the Court having made and entered its written *Findings of Fact and Conclusions of Law*, and upon motion of the Petitioner, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

1. Dissolution of Marriage. The parties are awarded a Decree of Divorce from the other upon the grounds of irreconcilable differences, and the marriage between Helize and Gerry is hereby dissolved, and the parties are hereby freed and absolutely released from the bonds of matrimony and all the obligations thereof with said Decree to be final upon signing and entry.

2. Child Custody. The Petitioner is a fit and proper person and should be awarded the sole care, custody, and control of the parties' minor children, GEM, born July 2012; and GBM, born October 2014, subject to the Respondent's reasonable parent-time rights, as outlined below.

3. Parent-Time. Due to the physical distance between the parties' residences, which is currently approximately 240 miles, the Respondent exercises less than the minimum standard parent-time schedule suggested by UTAH CODE § 81-9-302 (as amended 2025). Further, their children both have special needs and require a consistent routine; therefore, the parties have agreed to a parent-time schedule on a month-by-month basis, with each month's schedule established no later than 30 days before the first of that month.

4. Other Parent-Time. Each of the parties is entitled to reasonable, age-appropriate telephone, electronic, or other virtual visitation with the minor children while the minor children are in the other parent's care.

5. Communications Regarding the Children: The parties shall communicate directly with each other regarding their children and remain civil in their future dealings related to their children. Email is the preferred mode of non-emergency communication. Messages shall be responded to within 24 hours of receipt.

6. Respectful Co-Parenting. The parties shall avoid making harmful, insulting, or denigrating comments about the other party in the children's presence and shall use their best efforts to prevent others from doing so.

7. Sharing of Information: Both parties shall provide each other with their current residential and mailing addresses, telephone numbers, and email addresses within 24 hours of any change. Unless each party has independent access to this information, each party shall share with the other all schoolwork, report cards, school pictures, and other information relating to the minor children's schooling activities. Further, unless each party has independent access to this information, each parent shall take affirmative steps to share information regarding the times and locations of parent-teacher conferences, school programs, and other significant events involving their children.

8. Access to Children’s Information. The parties shall have equal access to their children's or children's school, medical, dental, and psychological records. A court order granting this access shall constitute a release to allow each parent to access records.

9. Traveling with a Child. If a party will be away from their established residence with a child for more than 24 hours, the traveling parent shall provide to the other the following information at least 24 hours before the intended travel: (1) an itinerary of travel dates, (2) destinations, (3) places where the child or traveling parent can be reached, and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location. Neither parent shall unreasonably withhold consent for international travel with the child. Each party shall cooperate fully to provide the necessary passports, travel documents, and permissions required for the agreed-upon international travel.

10. Education Plan. The parties minor children shall continue attending school in the Canyons School District unless the parties agree otherwise. For school attendance purposes only, Petitioner shall be deemed the residential parent. The Petitioner shall have decision-making authority if the parties are unable to reach a joint decision regarding a child's education. Both parents shall have access to the child during school hours through approved school means; however, only the Petitioner has the authority to check a child out of school. The parties shall share all school fees equally.

11. Children's Medication Protocol. Both parties shall ensure that all medications prescribed by or specifically recommended by the children's physicians, including prescription, over-the-counter, and supplements, are taken as directed.

12. Personal Conduct Orders. The parties shall follow the personal conduct orders as follows:

a. Both parties are restrained from using illegal drugs during their parent-time and from using prescribed drugs in a non-prescribed manner during their parent time, including combining medications or taking medication while using alcohol when it is contraindicated.

b. Neither parent shall use alcohol immediately before beginning their parent time nor abuse alcohol during their parent time.

c. Both parties shall ensure that the children are not exposed to any tobacco products or derivatives.

d. Both parties are prohibited from having unrelated overnight guests of the opposite sex in their home during their parent time, unless the person is a long-standing family friend known to the children.

e. Any firearms or ammunition shall be stored in a locked gun safe at all times when the children are present.

f. Both parties shall adhere to the National Highway Traffic Safety Administration's vehicle restraint and seating recommendations for the children's height and weight.

g. Neither party shall view adult content when the children are present.

13. Child Support. The Respondent is ordered to pay the Petitioner child support in a monthly amount of $3,348, which is consistent with the provisions of Utah Code §Title 81, Chapter 6, et seq. This support amount was derived from the Utah Child Support Guidelines for two (2) children using the Petitioner's imputed gross monthly income of $1,257 and the Respondent's gross monthly income of $26,691. Child support shall be paid in equal installments on the 5th and 20th days of each month until the youngest of the parties' minor children attains the age of eighteen years and graduates from high school in their usual and anticipated year of graduation.

14. Notice of Change of Income. The parties shall exchange verification of their prior-year's income by January 31 of the following year.

15. Extracurricular Activities. The Petitioner shall pay for GEM's equestrian activity costs, and this cost has been added to her monthly expenses. The parties have agreed that all other costs for extracurricular activities, agreed to in advance of enrollment and confirmed in writing,

shall be shared equally. Otherwise, the parent enrolling a child in an extracurricular activity shall bear all costs for the activity.

16. Child Care Expenses: As and for additional child support, Respondent is ordered to pay one-half (1/2) of all work-related or education-related child care expenses incurred by Petitioner for the parties' minor children. The Respondent shall make payment upon presentation of verification of the incurred expenses pursuant to UTAH CODE § 81-6-209.

17. Medical Insurance. The Respondent has a policy of health, hospitalization, and dental insurance available to him through his employment for the benefit of the parties' minor children, and he shall maintain this policy so long as it remains available to him at a reasonable cost. Each parent shall share equally the minor children's portion of the insurance premium actually paid by the insuring parent, pursuant to UTAH CODE § 81-6-208.

18. Verification of Insurance Coverage. The parent ordered to maintain insurance shall verify coverage with the other parent upon the dependent child's initial enrollment and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known of the change.

19. Primary Insurance Coverage. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents and unless they agree otherwise in writing, 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 their 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

20. Medical, Dental, and Other Health Care Expenses. The children's out-of-pocket medical, dental or healthcare expenses shall be paid through the Respondent's Health Savings Account (HSA) and both parties shall have access to this HSA for such expenses. Any reasonable and necessary uninsured and unreimbursed medical, dental, optical, orthodontia, and mental health care expenses incurred for a dependent child, including deductibles and copayments that cannot be paid with the HSA funds, shall be shared equally between the parties. A parent who incurs medical expenses shall provide written verification of the costs and payment to the other parent within 30 days of payment.

21. Notice to Medical/Dental Expense Creditors. Pursuant to UTAH CODE § 15-4-6.7, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to UTAH CODE § 26B-9-224 or §81-6-202, a provider who receives a copy of the order at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or within 30 days after the day on which the provider renders the medical or dental service to the child, may not: (i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or (ii) make a negative credit report under UTAH CODE § 70C-7-107, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a

parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

22. Child-Related Tax Deductions. The Petitioner shall be awarded the right to claim the parties' minor children as dependents for income tax purposes.

23. Tax Filing and Tax Liabilities. The Petitioner and Respondent shall file individual tax returns for the 2025 tax year. Each party shall be solely liable for any liability arising from their separate tax filing, holding the other party harmless thereon. Any refund received shall become the separate property of the filing party.

24. Alimony. The Petitioner's monthly financial needs, based on the marital standard of living, are approximately $10,090. Further, after imputation of a full-time minimum wage to the Petitioner and consideration of child support received, she has remaining financial needs of $6,350. The Petitioner is awarded alimony in the amount of $4,350, payable in equal monthly installments on the 5th and 20th of each month. In addition to this monthly amount, the pay period after it is received by him, the Respondent shall pay to the Petitioner thirty percent (30%) of any net bonus, commission, profit sharing, or incentive pay received by the Respondent. Said payments shall terminate upon the first of the following events to occur: the death of either party, the remarriage or cohabitation of the Petitioner, or upon the expiration of a term equal to the duration of the parties' marriage

25. Real Property – Marital Home. During this marriage, the parties acquired a home and real property located at 11253 S Sandcrest Circle, Sandy, Utah, subject to a mortgage obligation. This property is awarded to the Petitioner free of any claim by the Respondent and

subject to any financial obligations associated with the home. The equity in the home and real property is awarded to the Petitioner.

26. Real Property – Moab. During this marriage, the Respondent purchased with marital funds a condominium located at 346 E 200 S, #A204, Moab, Utah. The property is awarded to the Respondent free of any claim by the Petitioner and subject to any financial obligations associated with the property. The equity in this condominium is awarded to the Respondent.

27. Vehicles. The parties vehicles are awarded as follows:

a. The Petitioner is awarded the 2025 Acura MDX automobile as her sole and separate property, indemnifying and holding the Respondent harmless thereon; and

b. The Respondent is awarded the Mercedes Sprinter Van as his sole and separate property, indemnifying and holding the Petitioner harmless thereon.

28. Personal Property. The personal property is awarded as presently divided. If any of the Respondent's personal property remains at the marital home, he shall arrange to have it removed from the marital home within 60 days after entry of the Decree of Divorce. Any disputes regarding personal property shall be mediated before submitting them to the court or to binding arbitration for resolution.

29. Financial Assets: During their marriage, the parties acquired an interest in certain financial assets which shall be distributed and awarded, as follows:

a. The Petitioner shall receive $34,000 from the parties' Wells Fargo joint checking accounts ending -4649 and -3035 and they shall divide these balances as of May 31, 2026. All other joint accounts with nominal balances shall be closed.

b. The Petitioner is awarded the following accounts free of any claim by the Respondent: Mountain America Credit Union accounts ending -2331, -4350, -4320, Wells Fargo account ending -1474, and American Century Investments account ending -1856

c. The Respondent is awarded all accounts in his name free of any claim by the Petitioner, including the Computershare account ending -1935.

d. The following accounts shall be maintained for the benefit of the parties' minor children, and the Petitioner shall manage these accounts: Mountain America Credit Union accounts ending -4023 and -4071. The balances of the Wells Fargo accounts ending -1873, -4193, -6149, and -8006, which are also for the benefit of the minor children, shall be transferred to the Mountain America accounts, and then these accounts shall be closed.

30. Premarital, Gifted, and Inherited Property. Each party is awarded their separate property, including premarital and inherited assets, along with any appreciation, income, or assets derived from them, as that party's sole and separate assets, free of any claim by the other.

31. Retirement Assets. The Petitioner is awarded all interests in the Colorado PERA defined-benefit retirement plan. The following retirement accounts shall be divided equally between the parties and, if applicable, Qualified Domestic Relations Orders (QDROs) shall be entered accordingly:

a. Capital Group – American Funds Roth IRA account ending -1383

b. Capital Group – American Funds Roth IRA account ending -8761

c. Fidelity Investments Rollover IRA account ending -4912

d. Bowen Real Estate Group 401(k) Plan account ending -0672

e. ASML US Employee Savings & Retirement Plan; and

f. ASML Short-Term Incentive (STI) Plan.

32. Debts and Obligations. The parties shall each be responsible for his or own debts and obligations in their names, including debts incurred after the parties' separation, holding the other party harmless thereon. The Respondent shall be solely responsible for the 2025 state and federal tax liabilities resulting from the early withdrawal from his retirement assets, holding the Petitioner harmless thereon.

33. Name Change. At her election, Petitioner's surname shall be changed to Privé upon entry of this Decree of Divorce.

34. Attorney's Fees. Each party is required to pay their own attorney's fees and costs incurred in connection with this matter.

35. Mutual Cooperation. Each party shall cooperate with the other through counsel or otherwise to effect changes in titles within thirty (30) days of entry of this Decree of Divorce unless otherwise set forth above, to effect changes in property to be distributed, to change the names and responsibilities for payment on the charge accounts and other debts allocated between the parties, and to cooperate in every other way necessary and proper to ensure that the terms of this Decree of Divorce is carried out in every detail.

36. Execution. Each party shall sign all documents necessary to implement the terms and conditions set forth above.

37. Non-Dischargeability. The allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it

causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

38. Complete Disclosure. The parties acknowledged that each fully and completely disclosed to the other all assets of every kind and nature known to either party in which a party has any interest whatsoever, and that this Decree of Divorce encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter and as herein set forth and to be distributed between the parties.

39. Modification and Waiver. No modification or waiver of any of the terms of this Decree of Divorce shall be valid unless in writing and signed by the parties to this action and subsequently approved by the Court. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

40. Resolution of Future Disputes. In the event of a dispute regarding this Decree of Divorce, they shall mediate with a mutually acceptable mediator and split the cost equally before initiating court action. Actions to enforce any term of their Agreement and this Decree of Divorce shall not be subject to the requirement to mediate before seeking court remedies.

IT IS HEREBY ORDERED:

That Judgment be entered accordingly.

End of document - *See electronic signature, date and seal on first page*

RULE 7 NOTICE

Pursuant to Rule 7 the UTAH RULES OF CIVIL PROCEDURE, all parties are hereby notified that any written objections to the form of the foregoing order shall be filed with the Court and a copy served on the party preparing within seven (7) days from the date this proposed order is served. If no objections are filed within that time, the original hereof will be forwarded to the Court for signature and entry.

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of September, 2026, a true and correct copy of the foregoing was served pursuant to statute by the method indicated below, to the following:

Gerald M. Matusick 346 E 200 S #A204 Moab, UT 84532 gerry.matusick@asml.com *Respondent Pro Se*	____ U.S. Mail, Postage Prepaid _X_ Electronically (Email) ____ Hand-Delivered ____ Facsimile Transmission ____ Overnight Mail

/s/ Kristine Wimmer Berg

Kristine Wimmer Berg
Assistant to Amy Hayes Kennedy