The Order of the Court is stated below:
Dated: October 22, 2026 05:13:28 PM **/s/** KRISTINE JOHNSON
District Court Judge

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IN THE THIRD JUDICIAL DISTRICT COURT

OF SALT LAKE COUNTY, UTAH

In the matter of the marriage of **ELSIE CLEO FULI** **and** **JOSEPH AUGUSTINE POS FULI**	**DECREE OF DIVORCE** **Case No. 25-4905750 DA** **Judge Kristine E. Johnson** **Commissioner Kim M. Luhn**

This matter came before the Court on petitioner's Notice to Submit for Decision. Pursuant to §81-4-406, Utah Code Ann., respondent submitted an affidavit in which jurisdiction and grounds for divorce were established. The parties' Settlement Agreement, which resolves all issues in this matter, is on file with the Court.

Good cause appearing, and the Court having entered its Findings of Fact and Conclusions of Law, the Court enters the following Decree of Divorce:

1. Petitioner ("Elsie") is hereby granted a decree of divorce from respondent ("Joseph") on grounds of irreconcilable differences.

2. The Parties shall share joint legal custody of their minor child, E.J.F., born in March 2023.

3. Before making any non-routine, major decision regarding the minor child's education, non-emergency health care, or religious upbringing, Elsie shall consult with Joseph and provide him a meaningful, good-faith opportunity to discuss the decision before it is made. Routine, day-to-day decisions are not subject to this consultation requirement.

4. If the Parties are unable to agree on a non-routine decision, Elsie shall have interim decision-making authority to make and implement the decision, without prejudice to Joseph's right to seek judicial review as set forth herein.

5. Joseph may petition the Court for review of any decision made herein without first being required to submit the dispute to mediation. On any such review, the Court shall decide the disputed issue based solely on the best interest of the minor child, without deference to either Party and without deference to Elsie's interim decision.

6. If Elsie fails to consult with Joseph as required herein, and such failure is evidenced by text message, email, or other written communication, Joseph may petition the Court for an appropriate remedy, which may include an award of Joseph's reasonable attorney's fees and costs incurred in enforcing this provision, as a sanction against Elsie.

7. Elsie shall have sole physical custody of the minor child, subject to Joseph's parent-time as set forth below.

8. Both Parties shall maintain a residence that is safe, nurturing, and suitable for the minor child, with a separate sleeping area for the child.

9. For so long as Joseph resides more than 150 miles from Elsie's residence due to his military assignment, the Parties shall follow the long-distance parent-time framework of Utah Code Ann. § 81-9-209, supplemented by the schedule set forth in the Parenting Plan below, which is incorporated by reference. That schedule is intended to reasonably accommodate the

distance between the Parties, Joseph's military obligations, and the best interest of the minor child, and includes extended parent-time during school breaks, a holiday schedule, and reasonable virtual (video call) parent-time between in-person visits.

10. The Parties shall share the transportation costs of Joseph's out-of-state parent-time as provided in Utah Code Ann. § 81-9-209.

11. When Joseph separates from active duty or is reassigned back to Utah, the Parties shall review and update the parent-time schedule based on the minor child's best interest at that time. Joseph shall give Elsie written notice at least sixty days before the relocation, as required by Utah Code Ann. § 81-9-209.

12. Within thirty days after that notice, the Parties shall meet and try in good faith to agree on a new parent-time schedule. Any new schedule must simply serve that best interest. If the Parties cannot agree, either may ask the Court to decide, considering the distance between the Parties, their work schedules, and the child's best interest. Pending final determination by the parties issuance of parent time ordered by the court, parent time shall default to §81-9-302 as currently in place. The parties are not agreeing that minimum parent time is in the best interest of the children. This temporary arrangement will not be interpreted to the benefit or bias against either party.

13. If either Party thereafter desires to relocate with the minor child more than 150 miles from the other Party's residence, the provisions of Utah Code Ann. § 81-9-209 shall apply, including the obligation to provide at least 60 days' advance written notice of the intended relocation. If a hearing is requested, the relocating Party shall bear the burden of demonstrating that the relocation serves the best interest of the minor child.

14. The Parties adopt the following Parenting Plan, required by Utah Code Ann. § 81-9-203, which governs parent-time and other details not otherwise addressed above. If any provision below conflicts with another provision of this Stipulation, the other provision controls.

15. In addition to her sole physical custody, Elsie shall be designated as the minor child's primary residential parent for school registration purposes.

16. Subject to adjustment by written agreement of the Parties, Joseph's parent-time while he resides more than 150 miles from Elsie shall be consistent with §81-9-209, include the following:

a. Virtual parent-time: reasonable video or phone contact with the minor child at least twice weekly, at times that do not conflict with the child's routine.

b. Extended summer parent-time: up to four consecutive weeks each summer, with Joseph providing at least 30 days' advance written notice of the dates selected.

c. Winter/Holiday break: parent time and holiday shall be as set forth in §81-9-209 of the Utah Code Annotated.

d. Additional in-person parent-time whenever Joseph is present in Utah on leave, on reasonable advance notice to Elsie.

e. Cost sharing for transportation parent time shall be as set forth in Utah code annotated §81-9-209

17. The Parties shall consult with each other if either of them becomes aware that the minor child is experiencing difficulties in school, emotional problems, or other issues that they would wish to be informed of if the parenting roles were reversed.

18. The Parties shall keep their communications with each other civil, businesslike, and to the point.

19. The Parties shall hold the other in high esteem in their communications with the minor child and encourage the child's continuing love and affection for both parents. Neither Party shall demean or disparage the other parent in the minor child's presence or on social media, nor permit any third party to do so.

20. Both Parties shall be listed as parties to be notified by school authorities in the event of an emergency involving the minor child.

21. Each Party may attend and participate in all practices, games, and school activities to which parents are invited, without regard to the parent-time schedule then in effect. Each Party shall support the other's efforts to participate in such events.

22. Both Parties shall have access to the minor child's teachers and health care providers.

23. Both Parties shall immediately notify the other of all emergency medical, educational, or legal events that occur while the minor child is in that Party's custody, and in particular any event that requires the minor child to miss more than one day of school or to be treated at any medical facility for any reason.

24. The minor child's telephone access to each parent shall be unrestricted. Both Parties shall be entitled to reasonable (no less than twice weekly) telephone or video contact with the minor child, which shall be unmonitored.

25. Both Parties shall keep each other informed of their current address and telephone number until the minor child is emancipated.

26. Both Parties shall notify the other whenever they intend to take the minor child on an overnight trip, and shall provide the other with the destination and a telephone number where they may be reached in the event of an emergency.

27. The Parties shall communicate directly regarding the minor child. Neither Party may schedule an activity that will interfere with the other Party's parent-time without that Party's consent.

28. In addition to the parent-time schedules above, the following advisory guidelines shall govern all parent-time arrangements between the Parties:

29. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

30. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.

31. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or either parent.

32. Responsibility for pick-up, delivery, and return of the child shall be as agreed by the Parties or determined by the court.

33. If the noncustodial parent is providing transportation, the custodial parent shall have the child ready at pick-up time and shall be present or make reasonable alternate arrangements to receive the child at return.

34. If the custodial parent is transporting the child, the noncustodial parent shall be at the appointed place and time, and have the child ready to be picked up, or make reasonable alternate arrangements.

35. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.

36. The court may adjust the schedule to reasonably accommodate the work schedules of both parents and may increase, but not diminish, the standardized parent-time provided by statute.

37. The court may adjust the schedule to reasonably accommodate the distance between the Parties and the expense of exercising parent-time.

38. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

39. The custodial parent shall notify the noncustodial parent within 24 hours of significant school, social, sports, and community functions involving the child, and the noncustodial parent may attend and participate.

40. The noncustodial parent shall have direct access to school and medical records and shall be notified immediately of any medical emergency.

41. Each parent shall provide the other with current contact information within 24 hours of any change.

42. Each parent shall permit and encourage reasonable and uncensored communication with the child, including virtual parent-time where reasonably available.

43. Parental care is presumed to be better than surrogate care; the Parties are encouraged to cooperate in allowing the noncustodial parent to provide child care when willing and able.

44. Each parent shall provide all child care providers with the other parent's contact information.

45. Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents.

46. The Parties should consider whether an upward deviation is appropriate if the child is on a different parent-time schedule than a sibling.

47. Principals of Coparenting:

a. We agree to build our co-parenting relationship on trust and respect.

b. We agree to leave the past in the past, taking from it only the lessons we have learned.

c. We acknowledge our child has a unique perspective of each parent and agree to respect the child's right to a meaningful bond with the other parent.

d. We agree to speak only positively about our co-parent, emphasizing their parental strengths.

e. We agree to communicate on a frequent basis and hold parenting discussions focused on the needs of our child.

f. We agree to conduct our communications respectfully and to not allow conversations to become heated.

g. We agree to share complaints respectfully and to receive complaints without taking personal offense.

h. We agree to accommodate reasonable requests to include the child in extended family events.

i. We understand our child will grow up with two homes and agree to support that arrangement.

j. We agree to a “no contention” rule and to focus on problem-solving rather than conflict.

k. We agree not to use our child as a messenger or problem-solver.

l. We agree to give our child permission to love both parents without having to choose sides.

m. We agree to keep exchanges free of tension and to discuss adult or financial issues away from the child.

48. Joseph shall pay Elsie base child support of $637.00 per month, consistent with the Uniform Child Support Guidelines, until the minor child turns eighteen (18) years of age or graduates from high school during the child’s normal and expected year of graduation, whichever occurs later.

49. Because time has passed since the Parties last exchanged income information, the Parties agree to exchange current income documentation and, if needed, complete an updated Child Support Worksheet before or at the time the Decree is submitted for entry.

50. The amount set forth above shall control unless the Parties agree in writing to a different amount based on updated income information.

51. Child support shall commence the first day of the first month following entry of the Decree, and shall be paid one-half on or before the 5th day of each month and one-half on or before the 20th day of each month, unless the Parties use the Office of Recovery Services to collect support.

52. The base child support award shall be reduced consistent with all applicable provisions of Utah Code Ann. § 81-6-211, including its fifty percent (50%) reduction for time periods during which the minor child is with Joseph for at least 25 of any 30 consecutive days, provided that

normal parent-time and holiday visits shall not be considered an interruption of the consecutive-day requirement.

53. If, at any time before October 1, 2031, Joseph's gross income, as defined in Utah Code Ann. § 81-6-203, reaches or exceeds $86,500.00 per year, whether from a single change or from several changes added together, Joseph shall notify Elsie in writing within ten days after the increase takes effect. With the notice he shall provide reasonable documentation of his then-current income, such as his most recent Leave and Earnings Statement or pay stubs. For purposes of this Paragraph, Joseph's income shall be measured by his regular annualized rate of pay. This obligation expires on October 1, 2031. Nothing in this Paragraph limits either Party's right to seek modification of child support, or Elsie's right to request a review of child support through the Office of Recovery Services.

54. Under Utah Code Ann. § 81-6-202 and § 81-6-212, the Parties retain the right to seek modification of child support upon a substantial change in circumstances as provided by statute.

55. Joseph currently has health insurance coverage available for the minor child through his military benefits and shall maintain that coverage (or an equivalent) for the minor child for as long as it remains available to him at reasonable cost, consistent with Utah Code Ann. § 81-6-208. Each party shall be responsible for 50% of the premiums for medical and dental coverage.

56. The Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, vision, counseling, and prescription expenses incurred for the minor child, including deductibles and copayments, as required by Utah Code Ann. § 81-6-208.

57. The Party incurring a medical or dental expense for the minor child shall provide written verification of the cost and proof of payment to the other Party within 30 days of payment, and

the other Party shall remit their one-half share within 30 days of receiving that verification, consistent with Utah Code Ann. § 81-6-208.

58. Pursuant to Utah Code Ann. § 81-6-209, each Party is responsible for one-half of reasonable child care costs incurred by either Party while working or attending school. The Party incurring the actual expense shall provide written verification of the cost and the provider's identity to the other Party, who shall begin paying their share on a monthly basis upon presentation of that verification.

59. The Parties have already divided their personal property between them, and each Party shall keep the personal property currently in their possession, free of any claim of the other.

60. The vehicle currently in the possession of each Party shall remain that Party's sole property, free and clear of any claim of the other Party, provided that if the Party not in possession of a vehicle remains listed on the loan or any lien on that vehicle, the possessing Party shall refinance the vehicle within 60 days of entry of the Decree to remove the other Party's liability.

61. Each Party shall be solely responsible for debts incurred in their own name since the date of separation, November 2023, and shall hold the other Party harmless from those debts. Debts incurred prior to separation shall be divided equitably between the Parties in light of the circumstances, with each Party responsible for the debt allocated to them and holding the other harmless.

62. Neither Party has any real property or a marital home to divide.

63. Neither Party shall receive alimony from the other. Each Party has expressly waived any claim to alimony, past or future.

64. Except as provided above, each Party shall bear their own attorney's fees and costs incurred in connection with this action.

65. Elsie and Joseph shall alternate the right to claim the minor child as a dependent for state and federal income tax purposes, with Elsie claiming the exemption in even-numbered tax years and Joseph claiming the exemption in odd-numbered tax years, consistent with Utah Code Ann. § 81-6-210, provided that neither Party shall be entitled to claim the exemption for a tax year in which that Party is in substantial arrears on a support obligation owed under this Stipulation.

66. The Parties shall not bother, threaten, or harass one another, including through electronic media.

67. Neither Party shall remove the minor child from the State of Utah without the other Party's written consent or a specific court order, except as necessary for Joseph to exercise scheduled parent-time under this Stipulation, including the Parenting Plan set forth above.

68. The Parties shall not make negative, derogatory, or demeaning statements about the other Party to the minor child, or allow third parties to do so.

69. The Parties shall not interfere with the day-to-day activities or parenting of the Party in possession of the minor child, except where those activities would constitute neglect or abuse.

70. The Parties shall not discuss this litigation, finances, or other adult matters with the minor child, or interrogate the minor child about the other Party's personal life.

71. Except for a judicial review as described above, before either Party files a petition to modify the Decree, the Parties shall first attempt in good faith to resolve the dispute through mediation.

72. Both Parties shall sign and fully execute whatever documents are reasonably necessary to implement the provisions of this Decree. If a Party fails to execute a required document within

60 days of a written request, the other Party may seek relief under Rule 70 of the Utah Rules of Civil Procedure, at the expense of the non-signing Party.

*****The Court's electronic signature appears at the top of the first page*****

Approved as to form:

_/s/_David R. Maddox_____
attorney for petitioner
signed by James H. Woodall
w/approval via email