The Order of the Court is stated below:
Dated: October 26, 2026 03:58:49 PM **/s/** AMBER M. METTLER
District Court Judge

Joseph Lee Nemelka - No. 6620
Attorney at Law
JOSEPH LEE NEMELKA, P.C.
6806 South 1300 East
Salt Lake City, Utah 84121
Telephone (801) 860-1363
Email joenemelka@comcast.net

Attorney for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR

SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of JARAD ANDREW SUCHOSKI, Petitioner, and ANGELA THERESA SUCHOSKI, Respondent.	**DECREE OF DIVORCE** Case No. 234904931 DA Discovery Tier: 4 Judge Amber M. Mettler Commissioner Joanna B. Sagers

THIS MATTER came before the Honorable Amber M. Mettler of the above-entitled Court, neither party appearing in front of Judge Mettler, but Respondent having entered his *Declaration as to Residency and Grounds*, and the parties having properly executed a *Stipulation and Property Settlement Agreement*, filed herein, and the Court, having heretofore entered its *Findings of Fact and Conclusions of Law*, and good cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED:

GRANTING OF DIVORCE

1. Petitioner is awarded a decree of divorce severing the bonds of matrimony between the parties herein.

MINOR CHILD

2. There is one (1) minor child born as issue of this marriage, to- wit: Elora Fall Suchoski, born November 15, 2014 ("Elora").

3. There are no proceedings for the custody of Elora filed or pending in the Juvenile Court.

PARENTING PLAN

4. The parents are awarded joint legal and joint physical custody, care and control of the minor child. Jarad is designated as the primary residential parent. It is anticipated that parental decisions shall be required for major issues in raising the minor child and in meeting their ongoing needs. If and when they arise, both parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. The parties will then mediate the issue. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, then Jarad shall have the right to make the final decision.

5. Amgela shall be awarded parent-time pursuant to Utah Code § 81-9-209 as the parties can agree, as Jarad has moved to the State of Virginia.

6. The parents shall have no discussion with Elora concerning the relationship of Jarad and Angela that is in any manner demeaning, disgraceful, humiliating, embarrassing, degrading, derogatory, belittling, disparaging, abusive, deprecating, or ridiculing to either Jarad or Angela. The parents shall discuss their feelings, attitudes and problems, concerning each other, directly with each other and not involve Elora in any such discussions. The parents shall use best efforts to ensure that 3rd parties also refrain from having such discussions with Elora and shall remove Elora from any such conversations.

7. If in the event either parent relocates more than 150 miles from their current residence, the parents shall follow the provisions outlined in Utah Code § 81-9-209.

8. The parents shall also adopt § 81-9-202(19) of the Utah Code. More specifically, for emergency purposes, whenever the child travel with either parent, all of the following will be provided to the other parent:

a. An itinerary of travel dates;

b. Destinations;

c. Places where the child(ren) or traveling parent can be reached; and

d. The name and telephone number of an available third person who would be knowledgeable of the child's location.

9. Pursuant to Utah Code Ann. § 81-9-203 et seq., the parents shall adopt the following additions to the parenting-plan:

a. For holiday parent-time, the parents shall follow the holiday schedule as

set forth in § 81-9-209 of the Utah Code with Jarad being designated as the custodial parent.

b. Each parent shall immediately inform the other party as to residence address, home, work, and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency.

c. Both parents shall be polite and cordial and behave maturely during exchanges of the minor child.

d. The parents shall be flexible in making temporary adjustments in their parenting plan schedule for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible and at least 24 hours, except in an emergency. The other parent shall use his or her discretion in allowing for an adjustment, but shall not unreasonably refuse.

e. Both parents shall allow liberal phone visitations and will encourage the child to call the other parent. Each parent will allow the child to contact the other parent anytime the child desires to have phone contact. Telephone contact shall not be blocked or withheld or unreasonably limited. Each parent shall ensure that the child is given privacy when speaking to the other parent on the telephone and no recording devices shall be utilized.

f. Either parent may make emergency decisions regarding health and safety of the minor child.

g. Day-to-day decisions regarding the care, control and discipline of the minor child will be made by the parent with whom the child is residing at the time.

h. Neither parent shall ask, nor attempt in any way, to have the child transfer messages between the parties, either verbal or written. The parents will contact each other directly via phone or email to discuss personal or child-related issues between themselves and not involve the child.

i. Both parents shall recognize that the best interests of a child require them to cooperate and treat each other with dignity and respect, especially in the presence of the child. Both parents shall use their best efforts to foster the development and maintenance of a positive relationship between the child and parent by encouraging and promoting respect and good feelings towards the other parent.

j. The parents shall notify the other when a child is ill. Neither parent shall use illness of a child as a means to frustrate the other parent's parent-time.

k. The parents shall never schedule or promote to the child any special events or activities that fall on the other parent's parent-time without first obtaining permission from that parent.

l. Each parent shall ensure that the other parent's name, address and telephone number is provided to each and every health care provider, educational institution, and childcare provider as the child's parent. Each parent shall also ensure that the other party is listed in all records as an individual entitled to access to the records, entitled to pick up or drop off the child, and entitled to be contacted in case of emergency.

m. Each parent shall notify the other party within 24 hours of receiving notice

of all school, social, sports and/or community functions in which the child are participating or being honored, and each party is entitled to attend and participate fully. This includes, but is not limited to, extracurricular games, school holiday programs, parent-teacher conference, participation in church services, and awards, health care, and day care.

n. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.

o. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation.

CHILD SUPPORT

10. Angela shall pay child support to Jarad in the sum of $60 per month which is based on Jarad's gross monthly income of $4,853 and Angela's imputed gross monthly income of $1,257, and as calculated using the sole physical custody worksheet, and pursuant to the provisions of the Uniform Civil Liability for Support Act, Title 78B, Chapter 12, Utah Code Ann. However, Jarad owes to Angela the sum of $7,500.00 as and for past due child support, but the minor child has been residing with Jarad since March, 2025. Accordingly, Angela's child support obligation shall be offset by the amount Jarad owes her so that her child support obligation shall not commence until the $7,500.00 due and owing from Jarad is fully paid and satisfied. So long as Elora resides with Jarad, Angela will not pay support to Jarad because of the back child support owed by Jarad in the amount of $7,500.00. In the event physical custody changes to Angela, Jarad shall be given credit for back support for the payments Angela would

have paid while Elora resides with Jarad. Shall physical custody change to Angela, the parties shall address the back child support at that time and if they cannot come to an agreement, the parties shall mediate that issue before bringing it to the Court. Due to the back support, Jarad shall pay the costs for travel for Elora when she spends parent time with Angela, which shall be credited toward the back child support.

a. Unless the Court orders otherwise, support for Elora terminates at (1) the time Elora becomes 18 years of age, or has graduated from high school during Elora's normal and expected year of graduation, whichever occurs later, or (2) Elora dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 78A-6-801, et seq.

b. Child support payments from Angela to Jarad shall begin April 1, 2025. However, Jard shall remain obligated for any unpaid child support due and owing prior to the date Elora began living with him.

c. The monthly child support shall be paid one-half (1/2) on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless custodial parent uses the office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

11. Each party shall pay one-half (1/2) of any agreed upon extracurricular expenses or Elora.

DEPENDENCY EXEMPTIONS

12. Jarad shall be allowed to claim Elora as a dependent for income tax exemption

purposes in all even years commencing with 2024, and Angela shall be allowed to claim Elora as an exemption in all odd years, commencing in 2025, provided that she files a personal return. If she does not, Jarad shall be allowed to claim Elora for that year.

ALIMONY

13. Neither party shall be awarded alimony.

MEDICAL INSURANCE & EXPENSES

14. Pursuant to Utah Code § 81-6-208, et. seq., each party shall provide Elora with medical and dental insurance coverage, if available at a reasonable cost.

a. Each party shall share equally the out-of-pocket costs of the premium actually paid for Elora's portion of insurance. Elora's portion of the premium is a per capita share of the premium actually paid. The premium expense for Elora shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instant case.

b. Each party shall pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of Elora, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

c. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance of the party with the best coverage shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the

dependent child. If a party remarries and his or her dependent child are not covered by the 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 party and shall retain the same designation as the primary or secondary plan of the dependent child.

d. The party ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party, or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

e. The party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment.

f. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with above.

CHILD CARE PROVISIONS

15. Pursuant to § 81-6-209, et. seq., of the Utah Code, each parent shall share equally the reasonable work-related childcare expenses of the parents, if necessary.

a. If an actual expense for childcare is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. A parent who incurs childcare expenses shall provide written verification of the costs and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. The parents shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the Court, a parent incurring day care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with above.

REAL PROPERTY

16. The parties acquired no real property to be divided by this court.

PERSONAL PROPERTY

17. During the marriage the parties have acquired certain items of personal property, which shall be divided as the parties have agreed or have already divided. Further, each party shall be awarded any and all personal property which was inherited or gifted to that party or

which that party brought into the marriage and owned prior thereto.

DEBTS & OBLIGATIONS

18. During the marriage the parties have incurred certain debts and obligations which shall be divided as already divided between the parties.

19. Each party shall be solely responsible for any debt incurred by him or her after the date of separation and after the date of divorce herein, holding the other party harmless therefrom.

20. The parties shall provide a certified copy of the final *Decree of Divorce* to all creditors pursuant to Utah Code Ann. § 15-4-6.5 and do any follow-up necessary to effectuate these statutes.

MISCELLANEOUS PROVISIONS

21. Each party shall be ordered to execute and deliver to the other party any documents (*e.g.*, deeds, titles, etc.) necessary to implement the provisions of the Decree of Divorce entered by the Court.

22. Angela shall be restored to the name of Angela Theresa Oberle if she so desires.

23. Each party shall pay his or her own attorney's fees incurred in this matter.

----------END OF ORDER----------

Approved as to Form:

\s\ Rick L. Sorensen
Attorney for Respondent
(Signed by Joseph Lee Nemelka with
permission of Rick L. Sorensen)

In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court.

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of May 2026, I caused a true and correct copy of the foregoing to be [ ] E Filed, [ ] mailed, postage prepaid, [ ] hand-delivered, [X] sent via Email to:

Rick L. Sorensen
SORENSEN LITCHFIELD
2465 Progress Drive
Salt Lake City, Utah 84119
rick@sorensenlitchfield.com

\s\ Joseph Lee Nemelka