The Order of the Court is stated below:
Dated: October 31, 2026 07:24:42 PM **/s/** AMANDA MONTAGUE District Court Judge

Micah William Scholes
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Attorney for Respondent

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

In the matter of the marriage of	**DECREE OF DIVORCE**
ANGELA DAWN SCHEMBRI,	**Case No: 254903679**
Petitioner,	**Commissioner: Kim M. Luhn**
and	
PHILIP ANTHONY SCHEMBRI,	**Judge: Amanda Montague**
Respondent.	

The Petitioner Angela Dawn Schembri (hereinafter referred to as "Angela") filed her Verified Petition for Divorce and Proposed Parenting Plan on the 11th day of July 2025. The Respondent Philip Anthony Schembri (hereinafter referred to as "Philip") filed his Counter Petition on the 7th day of August 2025. The parties signed a Partial Stipulation and Settlement

Agreement on the 20th day of August 2026. A bench trial was held on August 24, 2026, and the Court entered Findings of Fact and Conclusions of Law and Order on October 14, 2026. The Court, having reviewed the Respondent's Declaration of Jurisdiction of Grounds in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby Order, Adjudge, and Decree as follows:

DECREE OF DIVORCE

The marriage contract between the parties is now dissolved, and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The parties were actual and bona fide residents of Salt Lake County, State of Utah, for more than three months before filing this action.

2. This Court has jurisdiction over the parties' claims pursuant to Utah Code Ann. §78A-5-102.

3. This Court has jurisdiction to make child custody and parent-time determinations pursuant to the current Utah Code Ann. §78B-13-101 *et seq.* at time of Decree, because Utah is the home state of the children at the time of the commencement of this proceeding.

GROUNDS

4. Philip and Angela were married on the 18th day of July 2008, in Salt Lake City, Salt Lake County, State of Utah, and are presently married.

5. During the marriage, the parties have encountered irreconcilable differences that make continuation impossible.

6. As a result of the aforesaid grounds, the parties were separated on the 20th day of February 2026.

MANDATORY PARENTING AND ORIENTATION COURSES

7. The parties have taken the Mandatory Parenting and Orientation Courses.

CHILD CUSTODY AND PARENT-TIME

8. There have been three children born as issue of this relationship and marriage, to wit: A.E.S., born April 2009; S.C.S., born December 2011; and A.D.S., born May 2014.

9. There are no proceedings regarding custody, criminal, protective orders, or delinquency involving the above-named children in juvenile court or any other court.

10. Philip and Angela are fit and proper parents and are awarded the joint physical and legal care, custody, and control of the children, with the parties to exercise their parent-time as they may agree and at reasonable times and places, pursuant to Utah Code Ann. §81-9-305. The parties shall exercise parent-time on a week-on/week-off basis. All

exchanges shall take place on Sunday at 9:30 A.M. if school is not in session or after school when school is regularly dismissed.

11. The parties shall follow Utah Code Ann. §81-9-303 for holiday purposes, with the following exceptions:

a. Whichever parent is exercising regular parent-time during the following holidays should also exercise that holiday with the children: Dr. Martin Luther King Jr. Day, President's Day, Spring break, Memorial Day, Juneteenth Holiday, Pioneer Day, Labor Day, Columbus Day, Independence Day, Halloween, Fall break, Veterans Day, and Winter break.

b. The parents should exercise the rest of the holidays (and again, the parent who is to begin parent-time should retrieve the children from school or childcare, or a mutually agreed-upon neutral location) as follows:

i. Mother's Day: Angela should exercise parent-time with the children from 9:30 am to 7:00 pm every year, regardless of whose parent-time it is. If the Mother's Day holiday falls on Angela's week that begins on the next day, Angela should begin her weekly parent-time on Mother's Day until the following Sunday when Philip begins his regular weekly parent-time.

ii. Father’s Day: Philip should exercise parent-time with the children from 9:30 am to 7:00 pm every year, regardless of whose parent-time it is. If the Father’s Day holiday falls on Philip’s week that begins the next day, Philip should begin his weekly parent-time on Father’s Day until the following Sunday when Angela begins her regular weekly parent-time.

iii. Thanksgiving: In even years, Angela should exercise the holiday beginning on Wednesday when the regular school day lets out until Thanksgiving Day at 9:30 pm. In odd years, Philip should exercise the holiday beginning on Wednesday when the regular school day lets out until Thanksgiving Day at 9:30 pm. The parties’ regular parent-time should resume on Thanksgiving Day at 9:30 pm, and the children should return to the other parent or remain with the current parent until the end of the regular weekly parent-time.

iv. Christmas Eve: In even years, Angela should exercise Christmas Eve beginning at 9:30 am until 10:00 pm. In odd years, Philip should exercise on Christmas Eve from 9:30 am to 10:00 pm.

v. Christmas Day: In odd years, Angela should exercise Christmas Day beginning on Christmas Eve at 10:00 pm. through Christmas Day at 6:00 pm. In even years, Philip should exercise Christmas Day beginning on Christmas Eve at 10:00 pm through Christmas Day at 6:00 pm. The parties' regular weekly parent-time should resume on Christmas Day at 6:00 pm, and the children should return to the other parent or remain with the current parent until the end of that parent-time period.

vi. Children's Birthday: At the children's discretion, they can either:

1. Choose to celebrate their actual birthday with the parent who does not have regularly scheduled parent time, from 9:30 A.M. to 3:00 P.M.

2. Choose to celebrate their "pre-birthday" prior to their actual birthday while they are spending weekly parent-time with one parent. Then celebrate with the parent who has the weekly parent-time for their actual birthday.

vii. If a holiday falls on a regularly scheduled school day, the party exercising parent-time should be responsible for

the children's attendance at school for the day school resumes.

c. Each parent will receive one ten-day block of extended uninterrupted parent-time each year for vacation purposes with the children, which will not take place over July 4th, or any of the children's birthdays, without prior written consent from the other parent.

i. Each parent will notify the other no later than April 1st of each year, in writing, of their requested extended parent-time.

12. The parties shall also follow the guidelines of the Parenting Plan, incorporated herein.

13. In the event that either party plans to move 50 miles or more from the residence of the other parent, that party shall abide by the provisions of the current Utah Code Ann. §81-9-209, filed herewith**.**

14. If either Philip or Angela remarries, their new spouse will never have any custody rights with respect to the children. Additionally, any new romantic partner or spouse will never be referred to as a parent (e.g., "Mom" or "Dad") to or in front of the children.

CHILD SUPPORT

15. Philip is ordered to pay Angela a sum of not less than the statutory amount per month as provided in the current Utah Code Ann. §81-6-303 at time of Decree, for child support.

16. Angela is imputed a gross monthly income of $4,819 for child support purposes.

17. Philip is employed by American Airlines and is imputed a gross monthly income of $19,071.

18. In accordance with the current Utah Code Ann. §81-6-204, at time of Decree and based upon the parties' respective gross monthly incomes and the uniform child support worksheet, Philip shall pay Angela a monthly sum of $1045 effective November 1, 2026, continuing each month thereafter until a child becomes 18 years of age or graduates from high school during a child's normal and expected year of graduation, whichever occurs later, or until if the child becomes a member of the armed forces of the United States, or is emancipated.

19. When a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation (whichever occurs later), the base child support award shall automatically be reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support.

20. All child support payments shall be paid in full by the fifth of every month.

21. Child support shall be modifiable as outlined in the current Utah Code Ann. §81-6-212(5) at time of Decree.

22. Each parent shall notify the other within thirty days of any 30% or greater increase in regular monthly income. An increase in regular monthly income is defined as a continued 30% or greater increase in gross income and is not forecasted to reduce to less than the amount prior to the increase plus a 30% increase.

SCHOOL-RELATED AND EXTRACURRICULAR ACTIVITIES

23. The parties shall equally share the costs of the following expenses, so long as they are agreed upon in writing: children's extracurricular activities and school tuition expenses. A party who incurs a qualifying expense shall provide written verification of the cost and payment of extracurricular expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification.

24. Philip's Post 9/11 GI Bill education school tuition-specific benefits will be made available to the children, divided equally. Philip retains the right to use any other Post 9/11 GI Bill benefits, to include any per diem or living and housing allowances for the children as he sees fit for the children.

25. If the parties do not agree on a particular extracurricular activity, the party that enrolled the children in that activity shall be solely responsible for the cost thereof. Unless the parties agree, a party shall not enroll the children in an extracurricular activity that conflicts with the other party's parent-time. All the extracurricular activities the children are currently enrolled in are considered to have already been agreed upon in writing. Any miscellaneous expenses related to the children incurred by either parent not previously agreed to by the time of the decree of divorce will be paid by the parent incurring the expense unless agreed to by both parties.

DAY CARE

26. The parties shall each be solely responsible for any day care expenses they may incur on behalf of the children.

MEDICAL-RELATED EXPENSES

27. The parties must work together to provide health care coverage for the medical expenses of the children, pursuant to Utah Code Ann. §81-6-208, filed herewith.

28. The parent who provides insurance for the children shall promptly provide the other parent with a duplicate insurance card. Health insurance coverage and cards should be updated and provided to the other parent every year by January 2nd.

29. If payment collection and/or income withholding through the Office of Recovery Services occurs, the parties must provide written verification to ORS within thirty days of insurance enrollment, insurance premiums, and any change in coverage or premiums.

30. Any reasonable out-of-pocket medical expenses incurred for the children must be equally shared between the parties. The party incurring such medical expense must provide written verification of it and proof of payment to the other parent within thirty days. The other parent must then reimburse them within thirty days of receiving the verification. Out-of-pocket expenses for any necessary health, dental, vision, orthodontic, or psychiatric expenses for the children should be divided equally.

31. In addition to any other sanctions provided by the Court, a party incurring medical expenses should 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 a timely exchange of receipts/verification of the expenses for reimbursement.

PERSONAL PROPERTY

32. During the course of the marriage, the parties acquired personal property that shall be divided as follows:

a. Philip: 2025 Chevrolet Colorado ZR2, 2014 Ducati 1199 Panigale, 2023 Honda CB1000R, all firearms and related items,

Dell laptop, garage tools and equipment, and his individual personal financial accounts.

b. Angela: Buddy the dog, and her individual personal financial accounts.

i. Angela shall be solely responsible for the dog's medical and other needs going forward.

33. The parties have divided all other personal property when they sold the marital home.

34. Each party is awarded his or her own vehicle and should be solely responsible for the vehicle loans and/or loans from family members or friends, and they should indemnify and hold harmless the other on any obligations, repairs, and/or upkeep and maintenance of the same. The Kia Sedona was sold for parts, and the parties divided the proceeds from the sale of the vehicle.

35. Neither party shall be responsible or obligated to carry and pay for automobile insurance coverage for the other party following the signing of the Stipulation. Once the parties' Decree of Divorce is entered, the parties shall seek and obtain their own independent automobile insurance policies and shall be solely responsible for paying those expenses.

36. Each party shall remove the other party's name from any current vehicle insurance policy within thirty days of the signing of the Stipulation (if any such policy exists).

37. Each party shall remove the other party's name from any current vehicle's title and/or loan within thirty days of the signing of the Stipulation (if any such shared title or loan exists).

38. Upon entry of the parties' Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name within thirty days of the signing of the Stipulation.

REAL PROPERTY

39. During the course of the marriage, the parties acquired real property located at 11619 S. Halcom Drive, South Jordan, Utah 84095 ("Property").

40. The parties sold the Property and each received $85,000 in equity.

41.$127,500 of the equity from the Property was paid to Angela's parents regarding a repayment for a loan Angela's parents made to the parties.

42. The remaining $551,933.91 in equity shall be divided equally between the parties within seven days of the date the Stipulation is signed, with Angela receiving an additional $4000 from Phil's portion

as payment for an agreement between the parties regarding Phil's recent motorcycle purchase.

43. During the course of the marriage, the parties acquired a timeshare located at 12401 International Drive, Orlando, Florida 32821 ("Timeshare"). Philip is awarded the Timeshare, free and clear of any claim by Angela, and shall be solely responsible for all debts associated with the Timeshare, including but not limited to mortgage payments, utilities, and other related expenses.

a. Angela shall furnish all pertinent information to Phil about the timeshare within fourteen days of the Stipulation, including but not limited to website login and password information.

b. Angela shall be awarded one banked week for a vacation for her and the children to be used within ten months of the divorce.

44. The parties shall execute quitclaim deeds transferring their interest in the Property/Timeshare to the other at the time of their equity payouts (if applicable). Philip is responsible for all obligations associated with the timeshare and holds Angela harmless from them. Philip shall pay any costs for the assignment/transfer of the timeshare.

DEBTS AND OBLIGATIONS

45. During the course of the marriage, the parties jointly acquired debts, liabilities, and obligations to third parties that shall be equitably divided:

a. Philip: His two Capital One credit cards and his Cabela's credit card, forever holding Angela harmless therefrom.

b. Angela: Her American Express credit card and Sam's Club credit card, forever holding Philip harmless therefrom.

c. During the marriage, the parties acquired certain bank accounts and a joint credit card, specifically USAA checking (account #1043), USAA savings (account #9579), and USAA credit card (account #8012). The parties should cooperate to divide the funds and debts equally.

d. The remaining balance on the USAA credit card (account #8012) will be divided and paid for equally by Philip and Angela, as this was a debt incurred equally by both parties.

i. The parties shall do this as follows:

1. First, they will divide the USAA account, then pay off the balance jointly using proceeds from the home prior to dividing them.

ii. Angela shall then be removed from the USAA credit card (account #8012) and any other accounts that fall

under Philip's USAA membership, and/or his membership entirely.

e. Each party should keep their own separate savings and checking accounts for which they are named as the account owner.

46. Each party should be solely responsible for debt incurred in his or her name, including credit card debts, vehicle loans, and loans from family members and/or friends. If either party has incurred debts in the other party's name without that other party's knowledge, the person creating the debt should be solely responsible for that debt. Regarding any and all debts and/or other obligations assigned to one party under the terms hereof, he or she alone should be responsible for the same, and should defend, indemnify against liability, indemnify against loss, and hold harmless the other party from the same. Both parties should be entitled to provide notice to creditors respecting the division of debts between the parties, including a copy of the formal divorce decree and findings of fact and conclusions of law arising from the Stipulation.

47. The parties shall be mutually restrained from incurring additional liability on joint debts or credit lines.

48. Once divided, the responsible party shall indemnify and hold the non-responsible party harmless on any debt, liability, or obligation

associated with them. The responsible party shall not include the debts in any bankruptcy petition.

49. If other joint debts are discovered after the Decree is entered, the person who incurred the debt must be solely responsible for it.

NOTICE TO CREDITORS

50. The parties shall provide a copy of the parties' Decree of Divorce to all joint creditors involved in any outstanding debts, obligations, or liabilities listed therein.

51. Therefore, each party shall:

a. Send a copy of the parties' Decree of Divorce as soon as possible to each creditor he/she is not required to pay;

b. Notify the joint creditor of the current address for each party;

c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

d. Provide written proof of the above actions for each account in question to the other party within sixty days of the signing of the Stipulation.

e. Upon finalization of the divorce decree, Philip will immediately remove Angela from his USAA membership. She will

no longer use his USAA membership for any reason. She may use her own USAA membership to use any of USAA's services if she chooses.

STOCKS, BONDS, RETIREMENT, AND PENSION-RELATED ASSETS

52. During the course of the marriage, the parties have acquired an interest in stocks, bonds, mutual funds, cryptocurrencies, life insurance policies, retirement accounts, credit card rewards, miles and/or points, trusts, and/or pension-related assets.

53. Angela's share of Philip's American Airlines-related retirement 401(k) and SBP military pension benefits will be calculated using the date of marriage and date of divorce, and Philip's years of employment/service as the metrics for consideration. Philip's military pension will be divided as to when he earned his respective military retirement points. Angela will not receive any portion of Philip's military retirement that he earned prior to the marriage.

54. The parties shall retain an agreed-upon qualified professional(s) to prepare and file the QDRO documents, and both parties shall share the costs of completing the division of Philip's military pension and American Airlines 401(k).

ALIMONY

55. Philip shall pay alimony to Angela in the amount of $4561 effective November 1, 2026, and continuing each month thereafter

until the earliest of the following events occur: August 1, 2027, Angela's death, or Angela's remarriage or cohabitation with another person.

56. Effective August 2, 2027, Philip shall pay alimony to Angela in the amount of $3502, and continuing each month thereafter until the earliest of the following events occur: Angela's death, Angela's remarriage or cohabitation with another person, or the expiration of a term no longer than the length of the marriage of the parties.

HEALTH INSURANCE

57. Each party shall be responsible for their own health insurance after the parties' Decree of Divorce has been entered.

TAX FILING

58. Unless already completed, the parties shall work together to file State and Federal taxes for any and all previous tax years in such a manner that gives them the greatest refund and/or the smallest liability. All outstanding tax refunds or liabilities shall be divided evenly between the parties. Beginning with the 2026 tax year, the parties shall file separately.

CHILD TAX EXEMPTION, DEDUCTION, AND CREDIT PROVISIONS

59. While there are three children eligible to be claimed as dependents, Philip should claim S.C.S. each year, and Angela should claim A.D.S. each year. The parties should alternate claiming A.E.S.,

with Philip claiming the child in even years and Angela claiming the child in odd years.

60. When there are two children eligible to be claimed as dependents, each party should claim one child, with Philip claiming S.C.S. and Angela claiming A.D.S.

61. When only one child remains eligible to be claimed as a dependent, Philip should claim the child in even years, and Angela should claim the child in odd years.

ATTORNEY'S FEES AND COSTS

62. Philip should pay one-half of Angela's reasonable attorney's fees and costs, and the amount shall be set pursuant to the Utah Rules of Civil Procedure.

MISCELLANEOUS PROVISIONS

63. Each party is ordered to take any action and to execute and deliver to the other party all such documents as required to implement the provisions of the decree entered by the Court. Should either party fail to execute a required document within 60 days of the entry of the parties' Decree of Divorce, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint someone else 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.

64. Philip should designate the children and Angela as beneficiaries of his life insurance in an amount to cover his alimony and child support obligations, so long as he has those obligations. Once those family support obligations are terminated, Philip would no longer be required to have the children and Angela as beneficiaries of life insurance.

65. Angela shall be entitled to resume the use of their maiden name of Krueger at any time.

-- END OF ORDER --
Signed as indicated at the top of page one

RULE 7 NOTICE TO PETITIONER

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional seven (7) days if mailed), or upon written objection.

Dated this 22nd day of October 2026.

LOTUSLEGAL

/s/ Micah William Scholes

Micah William Scholes
Attorney for Respondent

Dated this 27th day of October 2026.

Approved as to form and content:

/s/ Melissa M. Bean *

Melissa M. Bean

Attorney for Petitioner

* Electronically signed by Monica Short with permission of Melissa M. Bean via email

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of October 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Melissa M. Bean Bean Family Law 370 E. South Temple, Suite 200 Salt Lake City, Utah 84111	□ □ 	U.S. Mail Hand Delivery □ Facsimile x E-Mail
Philip Schembri	x	E-Mail

/s/ Monica Short
Licensed Paralegal Practitioner