The Order of the Court is stated below:
Dated: November 17, 2026 03:55:14 PM **/s/** TODD M SHAUGHNESSY
District Court Judge

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IN THE THIRD JUDICIAL DISTRICT COURT,
STATE OF UTAH, COUNTY OF SALT LAKE
450 State St., Salt Lake City, Utah 84111

In the matter of the marriage of JADE ANGELIC NESMITH- PALICTE, Petitioner, and KEAO ONOHIULA A. NESMITH PALICTE, Respondent.	**DECREE OF DIVORCE** Case No. 264903573 Discovery Tier: 4 Judge: Hon. Todd M. Shaughnessy Comm.: Hon. Kim M. Luhn

Before the Court is the above-captioned matter. The Honorable Todd M. Shaughnessy is the presiding judge. Respondent Ashton Nesmith-Palicte is represented by Joshua R. Lucherini, Esq. The Court previously entered Findings of Fact and Conclusions of Law in this matter. The Court, having reviewed the filings in this matter, and being otherwise fully advised, enters the following orders:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED

DIVORCE AND GROUNDS

1. The parties have experienced irreconcilable differences.

2. The Court orders a dissolution of the parties' marriage on grounds of irreconcilable differences.

CHILDREN

3. The parties have conceived, born, or adopted two children together: T.O.K.N.P (December 2016), E.O.M.N.P. (December 2019).

PARENTAGE

4. Keao and Jade are the legal parents of the foregoing children under Utah's Uniform Parentage Act, U.C.A. § 78B-15-101 *et seq*.

CHILD CUSTODY

5. The parties shall share joint legal custody of the subject children.

6. The parties shall share joint physical custody of the subject children.

PARENTING PLAN

7. The parties shall abide by the following parenting plan:

*****START OF PARENTING PLAN*****

8. Regular Residential and Parent-Time Schedule: The parties shall follow and equal parent time schedule with Jade having 140 overnights per year and Keao having 225. Jade shall exercise parent-time with the children each week from Friday at 5:00 p.m. until Sunday at 7:00 p.m., subject to the applicable holiday and extended summer parent-time schedules referenced below, which shall take precedence over regular parent time.

9. Each party shall provide the other with at least one week's advance notice of any requested change to the parent-time schedule.

10. Holiday & Extended Summer Parent-Time Schedules: The parties shall follow the alternating holiday and extended summer parent-time schedules set forth in Utah Code § 81-9-302, with Keao designated as the custodial parent for purposes of applying those schedules; provided, however, that Jade shall be entitled to twice the amount of extended summer parent-time afforded to the noncustodial parent under Utah Code § 81-9-302, giving her eight (8) weeks of extended summer parent time.

11. For extended summer parent-time, the parties shall notify each other prior to April 1st each year as to when they want to exercise their extended summer parent-time. Keao shall have first pick during even years, and Jade shall have first pick during odd years.

12. Parent-Time Transportation & Exchanges: Unless agreed upon otherwise, the parent exercising parent-time shall be responsible for transporting the child at the commencement of that parent's parent-time period. The receiving parent shall be responsible for picking up the children. Each parent shall ensure that the child is ready for transportation at the designated exchange time and location. Both parents shall be punctual and shall communicate promptly regarding any unavoidable delays.

13. Decision-Making Authority: Day-to-day and emergency decisions involving the children shall be made by the parent who is with the children at that time. If the parties disagree regarding a significant decision affecting the children, including but not limited to matters of education, healthcare, or religious upbringing, they shall first seek the advice of an appropriate professional, such as a pediatrician, teacher, counselor, or other qualified expert. If, after consulting with the professional, the parties remain unable to reach an agreement, they shall participate in mediation, with the mediator's fees divided equally between them. If the dispute

remains unresolved following mediation, neither shall have presumptive final decision-making authority, and either party may file a motion with the Court requesting that the Court decide the issue

14. Mediation. Either party may request that the parties participate in a mediation to resolve a significant dispute regarding the children, including disputes regarding e.g., education, healthcare, and religious upbringing. Upon request, both parties shall cooperate to schedule the mediation within a reasonable time; shall participate in mediation in good faith; and shall pay equal shares of the mediator's fees. If the parties cannot agree on which mediator to use, then Utah Dispute Resolution shall be used. If after mediation the matter is still unresolved, either party may request that the court decide the matter. Utah Dispute Resolution is a low-cost alternative. They usually have good availability as well. To learn more, visit https://www.utahdisputeresolution.org or call (801) 532-4841.

15. Residence for Purposes of Determining Children's School: Keao shall be the residential parent for the purpose of determining where the children will attend school.

16. Virtual Parent-Time: During periods when the child is with one parent, the other parent shall be entitled to reasonable and uncensored communication with the child by telephone, video call, text message, email, or other electronic means appropriate to the child's age and maturity. Neither parent shall monitor, restrict, interfere with, or discourage reasonable communications between the child and the other parent, except as necessary to protect the child's health or safety.

17. Surrogate Care: The parties acknowledge that parental care is generally preferable to third-party childcare when reasonably available. If either parent requires childcare for a substantial period of time during that parent's scheduled parent-time, the parent requiring

childcare shall make reasonable efforts to first offer the other parent the opportunity to care for the child before utilizing a third-party caregiver, provided the other parent is willing and reasonably available to do so.

18. Each parent shall provide any regular childcare provider, babysitter, or surrogate caregiver with the name and contact information of the other parent. Upon request, each parent shall provide the other parent with the name, address, and telephone number of any regular childcare provider caring for the child.

19. Car Seats and Booster Seats: The children shall be secured in a restraint device, such as a car seat or a booster seat, in compliance with U.C.A. § 41-6a-1803, while being transported in any motor vehicle capable of installation of said device, e.g., any passenger car, truck or sport utility vehicle.

20. Relocation: In the event a party decides to move more than 150 miles away from the residence of the other parent, the moving parent will provide to the other parent, if possible, 60 days advance written notice of the intended move, affirming that: (1) the parent-time provisions in U.C.A. § 81-9-209 or a schedule agreed to by the parties will be followed; and (2) the moving parent will not interfere with the other's parent-time rights. If the moving parent fails to notify the other parent of the intended move, then the moving parent can be found in contempt of court. The parties will modify the parenting plan, including transportation costs, in light of the best interests of the children, considering also the provisions of U.C.A. § 81-9204.

21. Parent Time Cooperation: The parties acknowledge that a parent-time schedule mutually agreed upon by the parents is generally preferable to a court-imposed schedule. The parties shall make reasonable efforts to cooperate in adjusting parent-time by mutual agreement when doing

so serves the best interests of the children and promotes the children's continuity, stability, and welfare. Any mutually agreed modification to the parent-time schedule shall not constitute a permanent modification of this Parenting Plan unless reduced to writing and signed by both parties.

22. The parties shall exercise parent-time in a manner that maximizes the continuity, stability, and consistency of the child's life. Each parent shall use reasonable efforts to maintain regular routines regarding school attendance, homework, extracurricular activities, medical care, and other matters affecting the children's well-being.

23. The parties recognize that work schedules, travel requirements, and the distance between the parties' residences may occasionally require reasonable adjustments to the parent-time schedule. The parties shall cooperate in good faith to accommodate reasonable scheduling conflicts while preserving the children's relationship with both parents and minimizing disruption to the child's routine.

24. Special Events: Each parent shall give special consideration to making the children available to attend important family functions and significant events, including funerals, weddings, family reunions, religious holidays, graduations, and other important ceremonies involving the child or either parent's extended family, even when such events conflict with the regular parent-time schedule. The parties shall cooperate in good faith to accommodate such events whenever reasonably possible.

25. School Attendance & Parent Time: Neither parent shall remove the children from school, preschool, or daycare during regular school hours solely for the purpose of exercising parent-

time unless otherwise agreed by the parties or required by an emergency. Both parents shall make reasonable efforts to ensure the children's regular and punctual attendance at school.

26. Child Support & Parent Time: Neither parent shall withhold court-ordered parent-time due to nonpayment of child support, nor shall either parent withhold child support due to alleged violations of the parent-time schedule. Parent-time and child support are separate obligations and shall be enforced independently through appropriate legal channels.

27. Required Notifications: Each party shall promptly notify the other of any significant medical issues concerning the minor children. Each parent shall notify the other parent within twenty-four (24) hours of receiving notice of significant school, educational, athletic, extracurricular, religious, social, or community activities involving the children. Both parents shall have the right to attend and participate in such activities regardless of whose parent-time is being exercised at the time of the event, provided their attendance does not disrupt the activity or violate any court order.

28. Access to Records: Each parent shall have equal and independent access to the children's educational, medical, dental, psychological, and other records as authorized by law. Each parent shall immediately notify the other parent of any medical emergency involving the children and shall provide all reasonably available information concerning the children's condition and treatment.

29. Address & Contact Information Disclosure: Each parent shall provide the other parent with the parent's current residential address, mailing address, telephone number, email address, and any information necessary for virtual communication with the children. Any changes to such information shall be provided to the other parent within twenty-four (24) hours of the change.

30. Observance of Religious Holidays: The parties shall equally share major religious holidays celebrated by both parents. If one parent celebrates a religious holiday not observed by the other parent, that parent shall be entitled to reasonable parent-time with the children during the observance of that holiday, provided reasonable notice is given and accommodations can be made without substantial disruption to the children's schedule.

31. Notice of Sex Offenders and Other High-Risk Individuals: If either parent becomes aware that a person residing in the parent's household, or a person who will have significant access to the children, is required to register as a sex offender, kidnap offender, or child abuse offender, or has been convicted of an offense involving child abuse, child exploitation, kidnapping, sexual offenses against a minor, or substantially similar offenses, that parent shall immediately notify the other parent and provide sufficient information to permit the other parent to assess any potential risk to the children.

32. Overnight and Out-of-State Travel: For emergency purposes, whenever a child travels with either parent overnight or out-of-state, all the following will be provided to the other parent:

a. an itinerary of travel dates;

b. destinations;

c. places where the child 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.

33. School Fees: The parties shall share equally the cost of all mandatory school fees incurred regarding the children.

34. Extracurricular Activity Expenses: The parties shall share equally the cost of all the children's extracurricular activities agreed to in writing by the parties.

35. Mutual Restraining Orders: Regarding child custody, child support, parent-time and co-parenting matters:

a. The parties shall communicate respectfully regarding matters affecting the child and shall make reasonable efforts to resolve disagreements through discussion and cooperation before seeking court intervention. The parties shall at all times act in a manner that promotes the child's best interests and preserves the child's positive relationship with both parents.

b. The parties must not discuss this case or make negative or harmful remarks about each other in the presence of the subject minor children; must not allow other people to do so; and must remove the children from a situation in which someone persists in doing so.

*****END OF PARENTING PLAN*****

BEST INTERESTS OF THE CHILDREN

36. The custody and parent time requested herein is in the best interests of the children considering, *inter alia*, the factors listed in U.C.A. § 81-9-204.

CHILD SUPPORT

37. A child support order pursuant to the guidelines set forth in the Utah Child Support Act is requested.

38. Keao is employed. Keao's gross monthly income is $3,850.

39. Jade is employed. Jade's gross monthly income is $1,938.

40. Jade's base child support amount using the sole custody calculation is $250.00 per month.

41. A Child Support Worksheet has been filed herein.

42. Jade shall pay $250.00 per month for child support.

43. The amount of child support requested is consistent with the guidelines.

44. Pursuant to U.C.A. § 81-6-201 through 214, the parties shall abide by the following statutory requirements concerning the payment of child support:

a. Support for each child terminates at the time the child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

b. Support for each child terminates at the time the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. § 80-7-102.

c. Child support payments shall begin the month immediately following the entry of the order for child support.

d. Unless the parties agree to payment directly from the obligor to the obligee, the party entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All

child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

e. Any Office of Recovery Service fee shall be paid by the payor of child support. If the payee is the ORS applicant and the fee is withheld by ORS from payments to the payee, the payor shall reimburse the payee for the fee.

f. The issue of child support arrearages may be determined by further judicial or administrative process.

g. Each of the parties is under mutual obligation to notify the other party within thirty (30) days of any change in monthly income.

h. The party seeking to claim the children on their taxes for a given tax year must be current on their child support obligations by December 31st of that tax year.

CHILDCARE EXPENSES

45. Pursuant to U.C.A. § 81-6-209, the parties shall abide by the following statutory requirements concerning the payment of childcare expenses:

a. The parties shall share equally any reasonable work-related childcare expenses of the parents.

b. If an actual expense for childcare is incurred, a parent shall begin paying their share on a monthly basis immediately upon presentation of proof of the expense, but if the

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 Court's order.

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

d. The parent shall notify the other parent of any change of the childcare provider or the monthly expense within 30 calendar days of the date of the change.

e. A parent incurring a childcare expense may be denied the right to receive credit for the expense or to recover the other parent's share of the expense if the parent incurring the expense fails to properly notify the other parent.

CHILD HEALTHCARE EXPENSES

46. Pursuant to U.C.A. § 781-6-208, the parties shall abide by following statutory requirements concerning the payment of child healthcare expenses:

a. Keao shall ensure that health insurance is maintained for the subject minor children when available at reasonable cost.

b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for a subject minor child's portion of the insurance.

c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical, therapy, counseling, and dental expenses, including deductibles, co-insurance and co-payments, incurred for the subject minor children and actually paid by a party.

d. The party who incurs healthcare expenses shall provide written verification of the cost and payment of those healthcare expenses to the other party within 30 days of payment.

e. A party incurring healthcare 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 this order.

f. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and the Office of Recovery Services, if ORS is providing collection services, within 30 days of any change of coverage.

g. If, at any point in time, a subject minor child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jade shall be primary coverage for the minor child and the health, hospital, or dental insurance plan of Keao shall be secondary coverage for the minor child.

h. If a parent remarries and the minor child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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 child.

TAX EXEMPTIONS, DEDUCTIONS & CREDITS FOR DEPENDENT CHILDREN

47. The parties shall share the right to claim any federal and state tax exemptions, deductions, and credits regarding the subject minor children in every year with Keao claiming T.O.K.N.P (December 2016) every year and Jade claiming E.O.M.N.P. (December 2019) every year. When

T.O.K.N.P. can no longer be claimed as a dependent, the parties shall alternate claiming E.O.M.N.P., with Keao claiming the child regarding even tax years and Jade regarding odd tax years.

DIVISION OF PERSONAL PROPERTY

48. The parties' personal property shall be divided as they have already divided it.

DIVISION OF ASSETS

49. The parties' nonretirement financial accounts and other intangible assets shall be divided as they have already divided them.

DIVISION OF RETIREMENT ACCOUNTS & PENSION BENEFITS

50. The parties do not have any retirement assets and/or accrued benefits which are subject to division herein.

DIVISION OF REAL PROPERTY

51. The parties do not own any real property which is subject to division herein.

DIVISION OF DEBTS

52. The parties did not incur any joint or marital debts or obligations during their marriage that need to be divided herein.

ALIMONY

53. Neither party shall be awarded alimony because both parties are capable of providing themselves a standard of living similar to the marital standard of living.

DIVISION OF BUSINESS ASSETS & DEBTS

54. The parties do not have any business assets or debts which are subject to division herein.

LIFE INSURANCE POLICIES

55. Neither party has any life insurance policies.

NAME CHANGE

56. Jade's name shall be changed to "Jade Angelique Nielsen", if she so chooses.

ATTORNEY'S FEES

57. Each party is responsible for his or her own attorney's fees and costs incurred herein.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

Dated: 11.06.26

/s/ Jade Angelic Nesmith- Palicte
Jade Angelic Nesmith- Palicte
Representing Jade Angelic Nesmith- Palicte
Signed by Joshua Lucherini with permission of Jade Angelic Nesmith- Palicte.

Submitted by:

/s/ Joshua Lucherini
Joshua Lucherini, Esq.

RULE 7(j)(4) NOTICE

Notice is hereby given that, pursuant to Rule 7(j)(4) of the Utah Rules Civil Procedure, a party may object to the form of the proposed order by filing an objection within 7 days after this order is served upon them. If no objection is timely filed, this order will be submitted to the Court for signature.

CERTIFICATE OF SERVICE

I certify that I served this Order on the following person(s) by the method, at the address, and on the date indicated below:

Person's Name: Jade Angelic Nesmith- Palicte (Petitioner)

Service Method: emailed

Service Address: Jadenielsen4@gmail.com

Service Date: October 28, 2026

Dated: October 28, 2026

/s/ Joshua Lucherini
Joshua Lucherini, Esq.