The Order of the Court is stated below:
Dated: November 18, 2026 04:09:25 PM **/s/** THADDEUS MAY
District Court Judge

Eric M. Swinyard (15076)
Orion T. Foxx (19533)
10406 S. 1055 W, Ste. 201
South Jordan, Utah 84095
Telephone: (801) 948-8889
eric@utahdivorce.com
orion@utahdivorce.com
Attorneys for Petitioner

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

In the matter of the marriage of: VILMA STIRBYTE, Petitioner, and MARIO ENRIQUE VARGAS GONZALEZ, Respondent.	**DECREE OF DIVORCE** Case No. 264903381 Judge Thaddeus May Commissioner Kim Luhn

The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

1. Jurisdiction: Vilma and Mario are residents of Salt Lake County, State of Utah, and have been for more than three months prior to the filing of this action.

2. Vilma and Mario were married on December 29, 2017, in Douglas County, State of Colorado, and are presently married.

3. Grounds: Vilma and Mario shall be awarded a divorce on the grounds of irreconcilable differences which make continuation of their marriage impossible.

4. Children: The parties have one minor child: V.V., born in February 2022.

5. Utah is the home state of said minor child pursuant to Utah Code §78B-13-201.

6. The parties have no information of any custody proceedings concerning the subject minor child pending in a Court of this or any other state.

7. Custody: Vilma and Mario are awarded joint legal and joint physical custody of the minor child. So long as Vilma remains in the marital home, her residence shall be the designated primary residence for purposes of determining where the child goes to school. If Vilma moves out of the marital home, the parties will return to mediation to determine where the child shall attend school. Vilma moving from the marital home shall constitute a substantial change in circumstance with respect to custody, parent time and primary residence for school.

8. Parent Time: Vilma and Mario are awarded equal parent-time pursuant to Utah Code §81-9-305, except the weekly parent-time schedule shall be as

follows:

a. The parties will follow a 2-2-3 parent-time schedule as follows:

i. One week Mario shall have Monday and Tuesday overnight and Vilma shall have Wednesday and Thursday overnight, then Mario shall have the weekend from Friday morning until Monday morning.

ii. The next week Vilma shall have Monday and Tuesday overnight and Mario shall have Wednesday and Thursday overnight, then Vilma shall have the weekend from Friday morning until Monday morning.

	Mon	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**
Week 1	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Week 2	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Week 3	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Week 4	Mom	Mom	Dad	Dad	Mom	Mom	Mom

b. Summer. Each party shall be entitled to two weeks of uninterrupted summer parent time, which may be consecutive pursuant 81-9-305 (subsection 5).

i. For purposes of designating summer uninterrupted parent time, both parents shall provide notification of extended parent-time (including the two weeks of uninterrupted parent-time in the summer) or vacation weeks with the child to the other parent.

ii. In odd-numbered years, Vilma shall provide notice to Mario by May 1st and Mario shall provide notice to Vilma by May 15th.

iii. In even-numbered years, Mario shall provide notice to Vilma by May 1st and Vilma shall provide notice to Mario by May 15th.

vi. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the summer break schedule for the other parent.

c. Holidays. The holidays shall be determined as the parties agree. If the parties cannot agree, pursuant §81-9-305 (subsection 4), they shall alternate holidays in accordance with U.C.A. §81-9-302. Mario shall be designated as the non-custodial parent for purposes of holiday allocation only. Holidays take precedence over the regular and summer parent time rotation.

i. Holidays include any “snow” days, teacher development days after the child begins the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-

time schedule.

9. Transportation. Parent-time exchanges shall occur at daycare/school whenever possible. When daycare/school exchanges are not possible, the party receiving the child for his or her parent time shall be responsible for picking up the child from the party with the child. Third party adults who are known to the parties and the child shall be allowed to provide transportation for parent time exchanges. The child will be fed, bathed, and appropriately clothed before parent time exchanges occur. The child will be picked up and delivered promptly at the scheduled times. Each parent will notify the other as soon as possible whenever a parent time exchange will not occur as scheduled. Transportation to alternative places, such as school and extracurricular activities, is the responsibility of the parent with whom the child is then residing. During parent time exchanges, the parties will confine their communications to what is necessary to make that exchange, reserving further communication to other times and means. Any communication during parent time exchanges will be civil, business-like and respectful.

10. Parenting Plan. The parties shall abide by the following Parenting Plan:

a. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community

functions in which the child is participating or being honored, and both parties shall be entitled to attend and participate fully;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the child's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

c. Each party shall notify the other parent of injury or illness as soon as reasonably possible involving the child;

d. The parties will equally share the transportation of the child for parent time;

e. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

f. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, discipline challenges, etc., regarding their minor child;

g. Each party shall notify the other parent of any change of address, email address, cell phone number and telephone number within 24

hours of the change;

h. If either party intends to relocate more than 150 miles from the residence of the other parent, the relocating party shall provide 60 days advance written notice of the intended relocation to the other parent. The notice shall be consistent with the notice required by Utah Code §81-9-209.

i. For emergency purposes, whenever the child travels with either parent overnight or longer, the following will be provided to the other parent:

i. an itinerary of travel dates;
ii. destinations; and
iii. places where the child or traveling parent can be reached;

j. The parties shall work together in a reasonable manner to accommodate each other and to provide the child consistency and stability;

k. The parties will discuss any problems that either of them is experiencing with disciplining the child with the intent to have a “united front” as to matters of discipline and home rules;

l. 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 in the life of either parent which may inadvertently conflict with the parent-time schedule;

m. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the child;

n. The parties shall not put the child in the middle. The parties will not discuss with the child adult issues including any legal or financial related issues between the parties;

o. The minor child will not be used as a messenger between the parties;

p. Neither parent shall question the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

q. The parent who has the child in his or her care may make minor day-to-day decisions regarding the child without having to consult with the other parent;

r. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent. This includes any comments about the other parent's actions

that may be construed as having a negative impact on the other parent's relationship with the child;

s. The parent with the minor child in his/her care shall be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time;

t. Communication regarding the minor child shall be directly between the parents and shall not involve third parties;

u. All communication between the parties will be civil and respectful; and

v. The parties will make joint decisions regarding substantial or significant issues affecting the minor child, including but not limited to their child's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing an issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor child, the parties will attempt to resolve the issue in mediation, dividing any and all mediation costs equally, before presenting the issue to the Court.

11. Child Support: Vilma has a gross monthly income of $14,850. Mario has a gross monthly income of $16,042. Mario shall be ordered to pay child support to Vilma in the sum of $71 per month pursuant to the Utah Code

§81-6-101 et seq. Child support shall commence on September 1, 2026.

a. Child support shall be due one-half on the 5th day of each month and one-half of the 20th day of each month.

b. Support continues for the minor child until 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, or a child dies, marries, becomes a member of the armed forces of the United States or is emancipated.

c. The parties shall equally share any mandatory school fees and the cost of any extracurricular activities which are agreed to in advance in writing.

d. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code §26B-9 parts 3 and 4.

12. Childcare: The parties currently use an au pair for childcare and shall continue to do so, so long as the terms of employment remain substantially the same. The au pair shall reside in Vilma's home. The parties shall share the wages of the au pair equally. Mario shall contribute to the food expenses of the au pair in a manner the parties deem to be fair and reasonable. The parties shall equally share the cost of auto insurance for any vehicle used by

the au pair.

a. If the parties ever cease using an au pair and transition to more standard childcare, they shall share childcare costs pursuant to Utah Code §81-6-208.

b. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available for a period of four hours or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

13. Health Insurance/Medical Expenses: The party who can obtain the best insurance coverage at the most reasonable rate shall maintain health insurance for the medical expenses of the minor child when it is available at reasonable cost. Mario currently carries health insurance for the minor child. At times when both parties maintain health insurance for the child, the policy of Mario shall be primary coverage and the policy of Vilma shall be secondary coverage. Each party shall pay one-half of the out-of-pocket costs of the premium for the child's portion of the premium and one-half of all non-covered medical, dental, orthodontic and counseling expenses for the minor child. The terms of Utah Code §81-6-208 shall be incorporated into the Decree of Divorce entered by the Court.

14. Alimony: Each party is capable of supporting his or her own financial needs. Neither party shall be ordered to pay alimony.

15. Taxes: The parties shall share claiming the minor child on taxes (credits, exemptions, etc.) as follows: Commencing with the 2026 tax year, Mario shall be entitled to claim the minor child in even years and Vilma shall be entitled to claim the minor child in odd numbered years. A party may only claim the child on his or her tax returns if he or she is current on his or her child support obligations on December 31 of the relevant tax year, pursuant to Utah Code §78B-12-317(2).

16. Real Property: The parties own the following real property:

a. The parties own a home and real property located at 6774 West Docksider Drive, South Jordan, Utah 84009. Vima is awarded said home free and clear of any claim by Mario. Mario shall move out of the home within 60 days after execution of the Stipulation. Vilma shall refinance, assume or otherwise remove Mario’s name from any financial responsibility for the mortgage on the home within 60 days of entry of this Decree of Divorce. Until Mario moves out of the marital home, he shall continue to share expenses for the mortgage and utilities as has been customary. Otherwise, Vilma shall be responsible for all expenses related to said home, including but not limited to, the following debt

which was incurred in connection with said home:

i. Pennymac mortgage with an approximate balance of $573,000;

ii. Greensky (closets) with an approximate balance of $10,000;

iii. Home Depot with an approximate balance of $12,000; and

vi. Lowes with an approximate balance of $8,000.

b. Vilma owns a home and real property located at 15441 Coopers Hawk Way, Parker, Colorado 80134. Vilma is awarded said home free and clear of any claim by Mario. Vilma shall be responsible for all expenses related to said home.

c. Vilma owns a home and real property located at 7440 South Blackhawk Street, Englewood, Colorado 80112. Vilma is awarded said home free and clear of any claim by Mario. Vilma shall be responsible for all expenses related to said home.

d. Vilma recently sold a home located at 6697 Zebra Grass Lane, Parker, Colorado 80134. Vilma shall pay to Mario the sum of $27,000 in six equal monthly installments of $4,500 each. The first installment shall be due within 30 days after execution the Stipulation, with each subsequent installment due monthly thereafter. The full amount shall

be paid no later than six months after signing the Stipulation.

17. Personal Property: The parties own certain vehicles and personal property. Each party is awarded his or her premarital property, property acquired by gift or inheritance and his or her clothing and personal effects. Mario is awarded the 2025 Land Rover Defender and the 2016 Kia Rio, subject to any indebtedness thereon. Vilma is awarded the 2025 Land Cruiser, subject to any indebtedness thereon. The parties shall attempt to divide their remaining personal property on their own within 30 days after entry of this Decree of Divorce. If the parties are unable to divide their remaining personal property on their own, they shall participate in mediation prior to presenting the issue of division of personal property to the Court. The issue of division of remaining personal property is reserved for evidentiary hearing.

18. Debts: Except as set forth above, each party shall assume and pay and hold the other party harmless from his or her separate debts. To the extent that there are any joint debts which are not known at this time, any such debts shall be the responsibility of the party who incurred the particular debt. Neith party shall acquire any further joint debts.

19. Financial Accounts: The parties' joint checking account at Chase Bank (#5266) shall remain open for the payment of joint expenses, until agreed

otherwise by the parties or ordered by the Court. Otherwise, each party is awarded his or her separate financial accounts/assets (banking, retirement, pensions, investments, stocks, cryptocurrency, life insurance, etc.).

20. Business Interests: The parties have interests in the following businesses:

a. SegoMed is awarded to Vilma free and clear of any claim by Mario, except that the balance of the Chase bank accounts (#3575 and #0315) of approximately $2,000 shall be divided equally between the parties. Vilma shall be solely responsible for all obligations related to said business and shall indemnify and hold Mario harmless from any obligations or claims related to said business.

b. WyndMe is awarded to Mario free and clear of any claim by Vilma, including: Fundz Payments LLC and WyndMe Corp. Mario shall be solely responsible for all obligations related to said business and shall indemnify and hold Vilma harmless from any obligations or claims related to said business.

c. Rushmore Investments and Rushmore Services is awarded to Mario free and clear of any claim by Vilma. Mario shall be solely responsible for all obligations related to said business and shall indemnify and hold Vilma harmless from any obligations or claims related to said business.

21. Restraining Orders: Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

22. Attorney Fees: Each party shall be responsible for his or her own costs and attorney fees incurred in this divorce action.

23. Miscellaneous: Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of this Decree of Divorce.

24. The parties shall complete the required Divorce Orientation Course and Parenting Education Course and file the certificates with the court by October 30, 2026.

25. The parties shall attempt mediation prior to filing a petition to modify the provisions of this Decree of Divorce.

Approved as to form:

/s/ Scott E. Williams
Scott E. Williams
Attorney for Respondent
Signed with permission via 11/10/2026 email

THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7)
days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on November 10, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Scott E. Williams
swilliams@cordelllaw.com
Attorney for Respondent

/s/ Orion T. Foxx
Orion T. Foxx
Attorney for Petitioner