The Order of the Court is stated below:
Dated: November 23, 2026 08:33:34 AM **/s/** RICHARD PEHRSON
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 AMBIKA MARIA, Petitioner, and DHIREN RAMJI PATEL, Respondent.	**DECREE OF DIVORCE** Case No. 264904909 Discovery Tier: 4 Judge: Hon. Richard Pehrson Comm.: Hon. Michelle Blomquist

Before the Court is the above-captioned matter. The Honorable Richard Pehrson is the presiding judge. Petitioner Ambika Maria is represented by Joshua R. Lucherini, Esq. The default of Dhiren Ramji Patel has been entered. 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 one child together.

4. Pursuant to Rule 4-202.02 of the U.C.A. of Judicial Administration, the names, and birth dates of the minor children were submitted to the court on the Non-Public Information-Minors form. The initials, birth month, and birth year of each minor child are as follows: K.P. (September 2020).

PARENTAGE

5. Ambika and Dhiren are the legal parents of the foregoing child under Utah's Uniform Parentage Act, U.C.A. § 78B-15-101 *et seq*.

OTHER CASES

6. Pursuant to U.R.C.P. 100 of the Utah Rules of Civil Procedure, the UCCJEA, U.C.A. § 78B-13-101 *et seq.* and the Uniform Interstate Family Support Act, U.C.A. § 78B-14-101 *et seq.*, upon information and belief, none of the following cases exist:

a. a case in which a party to this action or the party's child is the subject of a petition or order involving child custody, child support or parent time;

b. a criminal or delinquency case in which a party to this action or the party's child is a defendant or respondent; or

c. a protective order case involving a party to this action.

RESIDENCE(S) OF CHILDREN

7. The subject child currently resides at 34 East Churchill Drive, Salt Lake City, Utah, 84103 with both parents.

8. Neither Ambika, and upon information and belief, nor Dhiren, has participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or parent time with the subject child

9. Upon information and belief, there are no other proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

10. Upon information and belief, no other persons, other than the parties herein, claim a right to legal or physical custody of or parent time with the subject child.

PRIMARY CARETAKER

11. Ambika is the primary caretaker of the subject minor child. Ambika helps the child to eat his meals; baths, grooms, and dresses the child; purchases, cleans and cares for the child's clothes; provides medical care; arranges social interactions; arranges alternative care; puts the child to bed and attends to the child during the night; disciplines the child; and teaches the child elementary skills.

CHILD CUSTODY

12. The parties shall share joint legal custody of the subject child.

13. Ambika shall have sole physical custody of the subject child.

PARENTING PLAN

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

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

15. Regular Residential and Parent-Time Schedule: Parent-time shall be exercised as mutually agreed upon by the parties. If the parties are unable to agree, they shall follow the equal

parent-time schedule described in U.C.A. § 81-9-302, with Ambika being the custodial parent for purposes of interpreting the parent time schedule. **A copy of this parent time statute is included at the end of the petition.**

16. Temporary Step-Up Transition Schedule: Notwithstanding the general parent-time provisions of U.C.A. § 81-9-302, Dhiren's parent-time shall initially proceed under a temporary step-up transition schedule to accommodate the minor child's historical co-sleeping routine and developmental needs to avoid severe emotional distress as follows:

a. Phase 1 (Months 1–3): Dhiren shall have only daytime parent time during this phase. Dhiren shall exercise daytime parent-time one midweek evening, e.g., Wednesdays from 4:00 p.m. to 7:30 p.m., and alternating weekend days, i.e., Saturdays and Sundays from 9:00 a.m. to 5:00 p.m.. There shall be no overnight stays during Phase 1.

b. Phase 2 (Month 4-6): This period shall provide an introduction to overnight parent time. Beginning in Month 4, during Dhiren's alternating weekend parent-time he shall exercise an overnight stay from Saturday at 9:00 a.m. to Sunday at 12:00 p.m., along with the regular midweek visit.

c. Phase 3 (Month 6 Onward): Upon completion of Phase 2, parent-time shall fully transition to the standard minimum schedule set forth in U.C.A. § 81-9-302.

17. Extended Summer Parent-Time Schedule: 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. Ambika shall have first pick during even years, and Dhiren shall have first pick during odd years.

18. 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 child. 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.

19. Decision-Making Authority: Day-to-day and emergency decisions involving the child shall be made by the parent who is with the child at that time. If the parties disagree regarding a significant decision affecting the child, 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, Ambika shall have presumptive final decision-making authority, and either party may file a motion with the Court requesting that the Court decide the issue

20. Mediation. Either party may request that the parties participate in a mediation to resolve a significant dispute regarding the child, 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.

21. Residence for Purposes of Determining Children's School: Ambika shall be the residential parent for the purpose of determining where the child will attend school.

22. 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.

23. 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.

24. 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.

25. Car Seats and Booster Seats: The child 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.

26. Relocation: The parties anticipate relocating outside the State of Utah in 2027 if Ambika obtains suitable employment in another state. Dhiren shall either relocate with Ambika and the parties' minor child, K.P., to the location of Ambika's new employment or exercise parent-time under the schedule provided for a noncustodial parent pursuant to Utah Code § 81-9-209. If Dhiren elects not to relocate, he shall be treated as the relocating parent for purposes of allocating the transportation costs associated with exercising his parent-time.

27. 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 child and promotes the child'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.

28. 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 child's well-being.

29. 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 child's relationship with both parents and minimizing disruption to the child's routine.

30. Special Events: Each parent shall give special consideration to making the child available to attend important family functions and significant events, including funerals, weddings, family reunions, religious holidays, graduations, and other important ceremonies involving the child, 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.

31. School Attendance & Parent Time: Neither parent shall remove the child 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 child's regular and punctual attendance at school.

32. 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.

33. Required Notifications: 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 child. 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.

34. Access to Records: Each parent shall have equal and independent access to the child'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 child and shall provide all reasonably available information concerning the child's condition and treatment.

35. 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 child. Any changes to such information shall be provided to the other parent within twenty-four (24) hours of the change.

36. Our Family Wizard: The parties shall each download, subscribe to, and use the Our Family Wizard application. Our Family Wizard is a co-parenting application designed to help parents communicate and coordinate regarding their children. It allows parents to exchange messages, maintain a shared calendar, document parenting-time schedules, track and share child-related expenses, and store important information in one centralized location. The app also creates a secure, time-stamped record of communications and activity that can be reviewed by attorneys, mediators, or the court when appropriate.

37. 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 child during the observance of that holiday, provided reasonable notice is given and accommodations can be made without substantial disruption to the child's schedule.

38. 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 child, 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 child.

39. 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.

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

41. Extracurricular Activity Expenses: The parties shall share equally the cost of all the child’s extracurricular activities agreed to in writing by the parties.

42. Child Safety and Protection Provision: Both parents shall provide a safe, healthy, and nurturing environment for the minor child during their respective parent-time periods. Neither parent shall inflict, nor permit any third party to inflict, physical abuse, corporal punishment, or severe emotional distress upon the child. In the event of a credible allegation or report of physical or emotional abuse involving the minor child, either party may seek an immediate emergency court order to modify, suspend, or restrict parent-time to supervised visitation pursuant to Utah law.

43. 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 child; must not allow other people to do so; and must remove the child from a situation in which someone persists in doing so.

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

BEST INTERESTS OF THE CHILDREN

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

CHILD SUPPORT

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

46. Ambika is employed. Ambika’s gross monthly income is $6,992.

47. Dhiren is employed. Dhiren’s gross monthly income is $29,166.

48. Dhiren's base child support amount using the sole custody calculation is $1,828.00 per month.

49. A Child Support Worksheet has been filed herein.

50. Dhiren shall pay $1,828.00 per month for child support.

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

52. 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 child on their taxes for a given tax year must be current on their child support obligations by December 31st of that tax year.

53. The parties shall notify each other within 30 days of any change in their income which is substantial enough to modify the child support obligation according to the guidelines.

54. Each party is entitled to request income verification from the other party once per year for the purpose of determining whether the current child support obligation is consistent with statutory guidelines, which may be in the form of either a tax return or a year-to-date pay stub covering a sufficient number of months to provide an accurate estimate of the party's gross monthly income.

CHILDCARE EXPENSES

55. 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

56. Pursuant to U.C.A. § 81-6-208, the parties shall abide by following statutory requirements concerning the payment of child healthcare expenses:

a. Both parents must ensure that health insurance is maintained for the subject minor child 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 child 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 Ambika shall be primary coverage for the minor child and the health, hospital, or dental insurance plan of Dhiren 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.

PUBLIC ASSISTANCE STATEMENT

57. Neither party is receiving public assistance.

TAX EXEMPTIONS, DEDUCTIONS & CREDITS FOR DEPENDENT CHILDREN

58. Ambika shall have the right to claim any federal and state tax exemptions, deductions, and credits regarding the subject minor child in every year.

DIVISION OF PERSONAL PROPERTY

59. Ambika shall receive the following personal property entirely:

a. Dog (Est. Value: $4,500)

b. Lovesac sofa (Est. Value: $6,500)

c. TV (Est. Value: $2,000)

d. Dreame Robot (Est. Value: $2,000)

e. Subaru Outback (Est. Value: $40,000)

60. Dhiren shall receive the following personal property entirely:

a. Honda CRV (Est. Value: $39,000)

61. The parties shall make a good faith effort to divide any personal property not specifically mentioned herein. If they cannot agree, then they shall mediate in good faith to resolve their dispute before requesting a division by the Court.

DIVISION OF ASSETS

62. The funds in the following nonretirement financial accounts and the value of other intangible assets listed below shall be divided equally between the parties:

a. Ambika 's E-Trade account (Est. Balance $21,000)

DIVISION OF RETIREMENT ACCOUNTS & PENSION BENEFITS

63. The value of Dhiren's retirement assets as of the date the Petition for Divorce was filed, including all 401(k) and IRA accounts, shall be divided equally between the parties.

64. Notice is hereby given to all parties to the above-captioned case that to protect their interest in any retirement assets or benefits awarded to them in this case, a Qualified Domestic Relations Order ("QDRO") must be prepared, issued by the Court, and distributed to and approved by the respective retirement plan administrator(s). This is necessary because a plan administrator will not be bound by and need not follow this agreement without a QDRO ordering him/her to do so. A QDRO is a specialized document. QDROs are often prepared by attorneys who specialize in drafting QDROs. Your legal counsel can refer you to an attorney who can prepare the QDRO for you.

DIVISION OF REAL PROPERTY

65. The parties shall do, and abide by, the following regarding the marital home, which is located at 34 East Churchill Drive, Salt Lake City, Utah

a. The parties shall list the property for sale with a licensed real estate broker agreed upon by the parties for a reasonable price and for a reasonable period of time until the property is sold. If the parties cannot agree on which real estate broker to hire, Ambika shall have the final say.

b. The parties shall consider every reasonable offer from any prospective buyer and will accept the highest offer within a reasonable time.

c. The parties shall receive the following percentage shares of the equity realized from the sale of the property:

    i. Ambika: fifty percent (50%)

    ii. Dhiren: fifty percent (50%)

d. Equity shall be defined as the sale price of the property minus any encumbrances on the property and costs of sale, if applicable.

e. Both parties shall service any mortgage and/or home equity loan debt associated with the property until it is sold.

f. Both parties shall have the right to occupy the property until it is sold.

g. The parties shall maintain the martial home in a show ready condition to be presented to any prospective buyer.

h. Neither party will commit waste or otherwise diminish the value of the property.

i. The parties shall share equally the cost of having the property appraised.

j. In the event that the parties decide to rent out the marital home, they will equally share the rental income as well as the expenses of the mortgage.

DIVISION OF DEBTS

66. The parties' respective credit card debts which are subject to division herein shall be divided equally between them.

ALIMONY

67. Dhiren shall pay Ambika alimony in the amount of $5,000 per month for a period of forty-eight (48) months, with the first payment being due on the first day of the first month following the parties' divorce.

68. Said amount of alimony is equitable considering the parties' marital standard of living and respective financial resources.

69. Alimony will start the month immediately following entry of the order. The payment schedule shall be one half by the 5th day of each month, and the other half by the 20th day of each month. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect alimony, their payment schedule will be followed.

DIVISION OF BUSINESS ASSETS & DEBTS

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

LIFE INSURANCE POLICIES

71. Ambika is not aware that either party has a life insurance policy.

ATTORNEY'S FEES

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

73. A party who reasonably seeks assistance from the court to enforce a settlement agreement signed by the parties or orders issued by the court in this case and who substantially prevails shall be entitled to recover his or her attorney's fees and costs incurred in doing so.

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