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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue, Ogden, Utah 84401

In the Matter of the Marriage of: TINA HUI TING YU, Petitioner,	<u>DECREE OF DIVORCE</u>
and	Case No. 264900298
TONY HONG YAN CHEN, Respondent.	Judge: Reuben J. Renstrom Commissioner: Brandon Richards

Petitioner, **TINA HUI TING YU**, by and through her counsel of record, Kristopher K. Greenwood of Kristopher K. Greenwood & Associates, hereby submits the following Decree of Divorce. The court, having entered its Findings of Fact and Conclusions of Law, hereby **ORDERS, ADJUDGES, AND DECREES:**

DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences pursuant to Utah Code Annotated § 81-4-405(1)(h).

CHILD CUSTODY

2. There have been two children born of the parties' marriage, to wit: E.C. (born July 2014), and J.C. (born October 2018).

3. The parties shall be awarded joint legal and joint physical custody of their minor children. Petitioner's residence shall be designated as the children's primary residence for educational purposes.

PARENT-TIME

4. Parent-time with the minor children is intended to be equal and shall be exercised as the parties can agree. However, if the parties are unable to reach an agreement, Respondent's parent-time shall follow Utah Code Annotated § 81-9-305. (See Exhibit 1 of the parties' Stipulation signed on or about February 28, 2026.)

5. Holiday parent-time shall be exercised as the parties can agree. However, if they are unable to reach an agreement, holiday parent-time shall follow Utah Code Annotated § 81-9-302. (See Exhibit 2 of the parties' Stipulation signed on or about February 28, 2026.) Petitioner shall be designated as the custodial parent for purposes of the holiday schedule.

6. Summer parent-time shall be exercised as the parties can agree. However, if they are unable to reach an agreement, each party may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. Petitioner shall make her designation before April 1st, and Respondent shall make his designation after Petitioner, and no later than April 30th. In the event Respondent fails to make a timely designation, Petitioner may designate both parties' summer parent-time for that year.

7. Transportation for the minor children shall be provided as the parties can agree. If the parties are unable to reach an agreement, the party commencing their parent-time shall be required to provide the transportation.

8. If either party is unable to personally care for the children for four (4) hours or more during their scheduled parent-time, the other party shall be entitled to the Right of First Refusal.

9. The parties shall adhere to the requirements of Utah Code Annotated § 81-9-209 for any relocation of 150 miles or more from their current residence.

10. The parties shall abide by the Parenting Plan that was filed by Petitioner.

CHILD SUPPORT

11. The parties' incomes are equal, and they exercise equal (50/50) parent-time. Under the statutory calculation, one parent must be designated with 183 overnights and the other with 182, resulting in a minimal child support obligation of approximately \$15.00 per month. Accordingly, based upon the parties' current incomes and equal parent-time arrangement, child support for the minor children is hereby waived.

12. Child support may be modified in the future pursuant to the statute if there is a change in circumstances, including but not limited to a change in income or parent-time.

CHILD CARE EXPENSES

13. Pursuant to Utah Code Annotated § 81-6-209, the parties shall equally (50/50) share their reasonable, work-related child care expenses.

14. If an actual expense for child care is incurred, a party shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense. If the expense ceases to be incurred, the party may suspend making monthly payment of that expense, while the expense is not being incurred, without obtaining a modification of the child support order.

15. If a party incurs and separately pays the full cost of a child care expense directly to the provider, that party shall provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party shall reimburse their half of the expense within thirty (30) days after receiving the written verification.

16. A party who incurs a child care expense shall provide written verification of the cost and

identity of the child care provider to the other party upon initial engagement of the provider and thereafter upon request of the other party.

17. The parties shall notify the other party of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

HEALTH INSURANCE

18. Pursuant to Utah Code Annotated § 81-6-208, Petitioner shall provide health insurance for the minor children, unless otherwise agreed to in writing by the parties.

19. The parties shall equally (50/50) share the out-of-pocket costs of the premium actually paid by a party for the minor children's portion of the insurance premium, consistent with Utah law.

20. The parties shall equally (50/50) share all reasonable and necessary uninsured medical, dental, and other related expenses incurred on behalf of the minor children, and actually paid by a party, including deductibles and co-payments, consistent with Utah law.

21. Pursuant to Utah Code Annotated § 15-4-6.7(1)(a), the parties shall maintain separate billing accounts with the children's health care providers whenever possible.

22. If separate billing accounts are not available, a party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall pay their half of the expense within thirty (30) days after receiving the written verification.

23. If, at any point in time, the children are covered by the health insurance plans of both parties, the health insurance plan of Petitioner shall be primary coverage for the children, and the health insurance plan of Respondent shall be secondary coverage for the children. If a party remarries and the children are not covered by that parent's health insurance plan but are covered by a step-parent's plan, the health insurance plan of the step-parent shall be treated as if it is the plan of the

remarried party and shall retain the same designation as the primary or secondary plan of the children.

EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

24. Petitioner shall have the right to make all decisions regarding extracurricular activities and school fees for the minor children, and the parties shall equally (50/50) share the related expenses.

25. When possible, each party shall pay their half of the expense directly to the provider in a timely manner.

26. If separate payments are not practical or permitted, one of the parties shall pay the expense and provide written verification of the cost and payment to the other party within thirty (30) days of completing the payment. The other party shall pay their half of the expense within thirty (30) days of receiving the written verification of payment.

REAL PROPERTY

27. Each party shall be entitled to their separate residence as more fully articulated below.

28. Petitioner shall be awarded all rights, title, interest, equity, and possession of the real property located at 237 East Burch Creek Place, South Ogden, Utah 84405.

29. Respondent shall be awarded all rights, title, interest, equity, and possession of the real property located at 1458 Stone Mountain Circle, Ogden, Utah 84403.

30. Petitioner also has an interest in an inherited piece of real property located at 191 Flourney Street, San Francisco, California 94112. Petitioner shall be awarded all of her rights, title, interest, equity, and possession of this property free and clear of any claim, credit, or offset by Respondent.

31. The above-listed properties have been transferred to the receiving party. If any further action

is needed to effectuate the transfers, the parties shall promptly cooperate in executing any necessary documents.

32. There are also several additional pieces of real property owned by the parties' joint businesses. Such real property shall remain titled in the name of the respective business, and neither party shall receive a direct credit, offset, or distribution for the value of the business-owned real property in the marital estate equalization outlined herein. Any appreciation, depreciation, income, expenses, liabilities, or other obligations associated with the parties' business-owned real property shall remain assets and obligations of the respective business and shall be equally (50/50) shared by the parties consistent with their equal ownership interests in the business, unless subsequently expressly agreed to in writing. Additionally, nothing in this provision shall be construed to waive or relinquish either party's ownership interest in the business entities or their corresponding interest in any real property held by those entities.

PERSONAL PROPERTY

33. The parties have divided their personal property items, and each party shall retain the personal property currently in their possession, free from any claim of the other.

34. If there are any remaining personal property items that need to be exchanged, the parties shall promptly communicate and cooperate to complete the exchange.

35. Any items owned by a party prior to the marriage and/or acquired by gift or inheritance shall remain that party's sole and separate property free and clear of any claim or offset by the other party, including any appreciation thereon.

36. Each party is awarded all rights, title, equity, interest, and possession in and to the personal property awarded to them herein.

37. Additionally, each party shall be solely responsible for any debts, obligations, costs, liabilities, etc. associated with the personal property awarded to them and shall indemnify, defend, and hold the other party harmless therefrom.

38. There are also various items of personal property (such as vehicles, etc.) owned by the parties' joint businesses. Such additional personal property shall remain titled in the name of the respective business, and neither party shall receive a direct credit, offset, or distribution for the value of said business-owned personal property in the marital estate equalization outlined herein. All appreciation, depreciation, income, expenses, liabilities, maintenance costs, insurance obligations, and other obligations associated with the parties' business-owned vehicles and other personal property shall remain assets and obligations of the respective business entity and shall be shared equally by the parties consistent with their equal ownership interests, unless otherwise expressly agreed to in writing. Additionally, nothing in this provision shall be construed to waive or relinquish either party's ownership interest in the business entities or their corresponding interests in any personal property held by those entities.

FINANCIAL, INVESTMENT, AND RETIREMENT ACCOUNTS

39. The parties have various financial, investment, and retirement accounts, which have been equally divided, with the exception of the parties' joint Chase account.

40. Petitioner shall be awarded, as her sole and separate property, without any claim or offset from Respondent, all financial, investment, and retirement accounts held solely in her name.

41. Respondent shall be awarded, as his sole and separate property, without any claim or offset from Petitioner, all financial, investment, and retirement accounts held solely in his name.

42. Additionally, each party shall be solely and exclusively responsible for all debts, payments,

costs, liabilities, etc. associated with accounts they are receiving, and shall indemnify, defend, and hold the other party harmless therefrom.

43. The parties' jointly owned Chase account ending in 8959 will remain open and shall be used as mutually agreed upon by the parties in writing. Each party shall have equal access to and control of the account, unless otherwise agreed to in writing.

44. There are also various other financial accounts held by the parties' joint businesses. Such accounts shall remain titled in the name of the respective business, and neither party shall receive a direct credit, offset, or distribution for the balances of said business-owned accounts in the marital estate equalization outlined herein. Additionally, nothing in this provision shall be construed to waive or relinquish either party's ownership interest in the business entities or their corresponding interests in any financial accounts held by those entities.

45. The parties have additional accounts for their minor children. The parties shall have equal access to these accounts. Neither party shall take any funds out of these accounts. It is the intent of the parties to let these accounts grow until each child turns eighteen years old. Petitioner shall be the sole manager of these accounts, unless otherwise agreed to in writing.

DEBTS AND OBLIGATIONS

46. The parties have various debts and obligations, which have been equally divided.

47. Petitioner shall be solely responsible for and shall indemnify, defend, and hold Respondent harmless for any debt in her name not associated with the parties' businesses and related property.

48. Respondent shall be solely responsible for and shall indemnify, defend, and hold Petitioner harmless for any debt in his name not associated with the parties' business and related property.

49. Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties shall notify respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate, current addresses.

50. There may also be debts and liabilities associated with the parties' joint businesses. Such debts and liabilities shall remain the responsibility of the respective business, and neither party shall be personally required to pay or receive a credit, offset, or distribution for such business debts or liabilities in the marital estate equalization outlined herein. All business-related debts, liabilities, guarantees, obligations, and contingent liabilities shall be equally (50/50) shared by the parties through their respective ownership interests in the business, unless otherwise expressly agreed to in writing. Additionally, nothing in this provision shall be construed to waive or relinquish either party's ownership interest in the business entities or their corresponding obligations related to the debts and liabilities of said entities.

LIFE INSURANCE

51. The parties have acquired various life insurance policies, which shall be divided as follows:

- a. Petitioner shall be awarded, as her sole and separate property and free and clear of any claim of Respondent, the two life insurance policies held in her name; and
- b. Respondent shall be awarded, as his sole and separate property and free and clear of any claim of Petitioner, the life insurance policy held in his name.

BUSINESSES AND RELATED ASSETS

52. The parties have numerous business interests, entities, and related property which they own equally (50/50), as follows:

- a. Tona, Inc.;

- b. Nyna, LLC;
- c. Chenyu, LLC;
- d. Historic Investment LLC;
- e. 2T Investment LLC;
- f. Railway 25 LLC;
- g. Tee Tee, LLC;
- h. Tee C, LLC; and
- i. Any other business entity created by the parties during the marriage.

53. The parties shall continue to jointly own and operate the above-listed businesses on an equal (50/50) basis. Each party shall be entitled to an equal share of all profits, losses, income, draws, distributions, equity increases, and any other financial benefits derived from the businesses, as well as an equal allocation of all liabilities, taxes, debts, obligations, and expenses incurred by the businesses.

54. The parties shall have equal and unrestricted access to all business records, financial accounts, contracts, QuickBooks documents, tax filings, records, information, etc., related to the above-listed jointly owned businesses. Both parties shall be entitled to review, copy, and receive information pertaining to the businesses' operations, finances, and management at any time, and neither party shall withhold, conceal, or restrict the other party's access to any business-related information or materials. This includes, without limitation, records relating to income, expenses, compensation, owner draws, distributions, liabilities, loans, guarantees, tax obligations, etc.

55. Both parties shall also have equal access to and authority over all business accounts, credit lines, assets, and any other item helpful or necessary to run the parties' businesses and related

property, consistent with their joint ownership interests. Each party shall have equal rights with respect to compensation, draws, and distributions, and neither party shall receive or take any draw, distribution, loan, reimbursement, or other financial benefit outside the ordinary course of business or in excess of the other party. Any withdrawals, transfers, or financial decisions outside the ordinary course of business shall require the prior written mutual consent of both parties.

56. Each party shall act in good faith and in the best interests of the businesses and maintain full transparency in all financial and operational matters. Neither party shall take actions that disproportionately shift income, expenses, liabilities, or obligations to the other party.

57. The parties shall work together in good faith to amend and update all corporate ownership and governance documents (including but not limited to any operating agreements, bylaws, etc.), to outline their ongoing joint ownership and management structure as divorced parties and to address issues such as their joint efforts, work, decision-making authority, approval process, compensation, effort, duties, draws, distributions, allocation of income and losses, responsibility for liabilities or obligations, right of first refusal to purchase property, selling or transferring interests, buyouts, dispute resolution, and any other provisions necessary for continued operation of the businesses and related property. These additional documents shall be completed and executed by the parties and their business attorney within ninety (90) days of the Decree being signed. The parties shall equally share all costs and fees associated with updating the said corporate documents as outlined herein.

TRUSTS

58. The parties have various trusts and related assets, as follows:

- a. Enja Family Trust (Petitioner's trust); and

b. Jaen Trust (Respondent's trust).

59. Each party shall retain all rights, interests, and responsibilities associated with their respective trust, including any assets titled in, held by, or otherwise attributable to that trust. Neither party shall have any claim to, or interest in, the other party's trust or its assets, whether now existing or hereafter acquired by or distributed to that trust.

60. Each party shall be entitled to make revisions to their respective trusts, including but not limited to removing the other party as Successor Trustee, beneficiary, or any other position or authority, and may amend, restate, or revoke their trust consistent with its governing terms and applicable law, without notice to or consent from the other party.

ALIMONY

61. Neither party shall be awarded alimony now or at any time in the future.

TAXES

62. The parties shall cooperate and work together to file their 2025 federal and state tax returns in the most advantageous manner. If the parties file jointly, they shall equally (50/50) split any refunds or amounts owed.

63. The parties shall file their tax returns separately each year thereafter. Each party shall be entitled to claim one child on their taxes each year, with Petitioner claiming J.C., and Respondent claiming E.C. Once J.C. is the only remaining minor child, the parties shall alternate claiming him each year.

GLOBAL SETTLEMENT

64. Respondent has previously provided Petitioner with funds sufficient to fully equalize the marital estate. Accordingly, no additional amounts are owed by either party. Based on the totality

of the circumstances, the marital estate has been divided equitably and fairly.

65. The parties acknowledge and agree that the payment described above, together with the property and account allocations set forth herein, constitutes a full, final, and complete settlement of all claims between them arising out of the marital relationship, except as expressly reserved herein.

66. Except for matters relating to child custody, parent-time, and child support, which remain modifiable pursuant to Utah law, the financial and property provisions of the Stipulation shall be non-modifiable and shall survive entry of the Decree of Divorce.

MUTUAL RESTRAINING ORDERS

67. The parties shall be restrained from discussing any and all of the divorce issues, divorce-related issues, etc., with or in front of the parties' minor children. The parties shall also be under an order to prohibit any third parties in their presence from engaging in the above-mentioned conduct.

68. The parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other party, including but not limited to demeaning or disparaging the other party, speaking derogatorily or in a belittling manner about the other party, or speaking to the children about any divorce/post-divorce issues. The parties shall also be under an order to prohibit any third parties in their presence from engaging in the above-mentioned conduct.

69. The parties shall be restrained from engaging in or permitting the presence of any unlawful drug use, sexually explicit activities, violence, and/or disrespect for law and order while the children are in their care.

70. The parties shall be prohibited from using the other party's name, likeness, image, etc., on any social media platform, communications, etc. (excluding during the normal course of business through their various entities).

MISCELLANEOUS

71. Each party shall be responsible for their own attorney fees and court costs incurred in this matter.

72. Petitioner shall be authorized to take her maiden name, family name, or any other name should she so choose.

73. Each party shall promptly and fully cooperate in drafting, executing, and delivering to the other any such documents or information as are necessary to implement the provisions of the forthcoming Decree of Divorce.

74. The parties affirm that there has been a full and complete disclosure of all assets and liabilities. If any accounts, investments, assets, and/or properties have not been disclosed, the non-disclosing party shall waive any right to receive any benefit from the undisclosed asset, and the other party shall receive all right, title, and interest therein. If any debts, liabilities, or obligations have not been disclosed, the party who incurred the same shall be solely responsible and shall indemnify, defend, and hold the other party harmless therefrom.

END OF DOCUMENT - COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE

APPROVED AS TO FORM:

/s/ Tony Hong Yan Chen

Tony Hong Yan Chen

Respondent

*Physical signature on file.

CERTIFICATE OF DELIVERY

I hereby certify that on this 13th day of April, 2026, I e-filed, mailed, and/or emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Tony Hong Yan Chen
1458 Stone Mountain Circle
Ogden, Utah 84403

honchen@yahoo.com

/s/ Lucia Chiffone