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**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
WEBER COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

MARITHES AGUSTIN HAYWOOD,

Petitioner,

And

MALCOLM STUART HAYWOOD,

Respondent.

DECREE OF DIVORCE

Case No. 254901878 DA

Judge Reuben J. Renstrom
Commissioner Brandon Richards

Before the Court are the Petitioner's Verified Petition for Divorce and Respondent's Verified Counterpetition for Divorce. On April 20, 2026, the parties engaged in mediation of the above-entitled action (the "Action"). The mediation was conducted by attorney mediator, Shane Marx. The Petitioner was present and represented by her counsel of record, Cory R. Wall. The Respondent was present and represented by his counsel of record, Russell Gray.

As a result of the mediation, the parties reached a full and complete settlement of the Parties' disputed issues which was reduced to a written Stipulation and Property Settlement Agreement ("Stipulation") which was signed and executed by both parties and their respective counsel and filed with the Court on April 20, 2026.

All supporting documents having been submitted and the Court being fully advised in the premises and the law, and the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and good cause appearing therefor, does hereby,

ORDER, ADJUDGE, AND DECREE AS FOLLOWS:

GRANTING OF DECREE DISSOLVING MARRIAGE

1. The parties are hereby granted a Decree of Divorce upon the grounds of irreconcilable differences, dissolving the marriage of the parties entered into by them on February 29, 2012, in the city of Fussa, Japan, the same to become absolute and final upon entry of this Decree of Divorce by the Clerk of the Court.

ALIMONY

2. That commencing the first month following the sale of the marital residence or when Marithes vacates the marital residence, Malcolm shall pay alimony to Marithes in the amount of \$190.00. Malcolm's obligation to pay alimony to Marithes shall terminate upon Marithes' remarriage or cohabitation or death of either party and in no event shall exceed the term of nine years (or a total of 108 monthly alimony payments).

CHILD CUSTODY AND SUPPORT

3. The parties are the parents of two (2) children born as issue of their marriage, to-wit: A.L.H., born November, 2009; and, G.X.H., born September, 2015..

4. The parties are awarded both the joint physical and joint legal custody of the minor children with Malcolm being awarded parent-time with the minor children in accordance with the parent-time schedule set forth and contained in Utah Code Annotated §81-9-303, with Marithes having the children in her physical custody 220 overnights and Malcolm having the children in his physical custody 145 overnights per year. The award of joint legal custody shall be pursuant to the provisions of the Parenting Plan set forth hereinafter, governing the parties' rights, duties, and responsibilities in connection with their exercise of said joint legal custody.

5. Transportation and Parent-time Exchanges. Where possible, parent-time pick-ups and drop-offs shall occur school to school, when school is in session. The receiving parent shall be responsible for picking up the children from the home of the other party at the commencement of his or her parent-time. The parties shall endeavor to cooperate and ensure smooth and timely exchanges.

PARENTING PLAN

6. In accordance with the provisions of Utah Code Annotated §81-9-203, the parties have submitted the following proposed Parenting Plan as it pertains to their exercise of joint legal custody and the same is hereby adopted by the Court and implemented as part of this Decree of Divorce as follows:

- a. The parents shall timely exchange information with each other concerning the health, education, and welfare of the children, and where reasonably possible, confer before making decisions concerning any of these areas.
- b. The parents shall discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.
- c. The decisions made by the parents either mutually or individually shall minimize the disruption of a children's attendance at school and other activities, the children's daily routine, and the children's association with friends.
- d. Any parental duties or rights not specifically addressed in this Parenting Plan shall be discussed and mutually decided by both parents.
- e. If, after discussing and conferring regarding any major decision regarding the minor child, there is a dispute between the parties, they will seek recommendations from a professional (if appropriate). If, after seeking the recommendation from a professional, the parties are still not able to agree, they shall attend mediation. If the parties are unable to reach an agreement in mediation, then Marithes shall have presumptive decision

making authority. If Malcolm feels a decision Marithes is making is not in the best interest of the children, he may request the Court to review her decision.

f. Both parties shall execute any medical releases necessary to allow the other party to obtain access to medical, dental, orthodontic, optical, and psychological or psychiatric records of the children.

g. Both parties shall provide the other party with the name, address and telephone number of every educational institution the children attend, and each party shall be entitled to any school records and reports concerning the children. The parties shall execute any releases required for the release to the other parent of such information.

h. Each parent may make decisions regarding the day-to-day care and control of the children while the children are residing with that parent. Further, each parent may obtain emergency medical treatment for the minor children and shall immediately notify the other parent of any such medical emergency and medical emergency treatment.

i. The parties shall work together and accommodate reasonable requests to modify or alter the parent-time schedule due to changes or fluctuations in the parties' respective employment schedules.

j. For emergency purposes, whenever a child travels with either parent,

all of the following will be provided to the other parent:

- (i) an itinerary of travel dates;
- (ii) destinations;
- (iii) places where the child or traveling parent can be reached; and
- (iv) the name and telephone number of an available third person who would be knowledgeable of the child's location.

k. For purposes of the minor children's school enrollment, registration and attendance, the children shall continue to attend their current schools until such time as the parties agree otherwise.

l. The parties shall communicate with one another regarding the minor children using the Our Family Wizard application with each being responsible for the cost of their own subscription.

7. Should either parent decide to move from the State of Utah or 150 miles or more from the residence of the other party, that parent shall provide reasonable advance written notice of the intended relocation to the other parent pursuant to Utah Code Annotated §81-9-209, with the parties following the requirements contained therein relative to any proposed relocation and parent-time.

8. A parent's failure to exercise the parent-time in substantial compliance with the schedule outlined herein may serve as a substantial change in circumstance and a basis for modification. A private guardian ad litem may be appointed upon motion of

either party to weigh in on whether there has been “substantial compliance” with the schedule.

CHILD SUPPORT

9. Marithes is presently employed and earns a countable gross monthly income for child support purposes of \$4,045.00 which includes her full-time earned income of \$3,435 per month as well as \$610 per month which amount represents her share of Malcolm’s military pension. Malcolm is currently unemployed but receives benefits from the Veterans Administration which includes disability and pension, in the total amount of \$6,319 per month. Based thereon, commencing the first month following the sale of the martial residence or upon Marithes vacating the marital residence, Malcolm shall pay child support to Marithes in the amount of \$742.00 per month which amount is consistent with the Utah Uniform Child Support Guidelines utilizing the Joint Physical Custody Child Support Obligation Worksheet with Marithes having the children in her physical custody 220 overnights and Malcolm having the children in his physical custody 145 overnights per year.

10. Malcolm’s child support obligation shall be due and payable one-half (1/2) on or before the 5th day of each and every month and one-half (1/2) on or before the 20th day of each and every month. In the event Malcolm becomes more than thirty (30) days past due in the payment of his child support obligation, Marithes shall be entitled to mandatory income withholding relief pursuant to Utah Code Annotated §62A-11-401, et.

seq., and §62A-11-501, et. seq., 1953 as amended. Said income withholding procedure should apply to existing and future payors. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as Malcolm no longer owes child support to Marithes.

11. With the exception of the parties' minor child, G.X.H. as set forth below said child support shall continue for each minor child until the child becomes eighteen (18) years of age or has graduated from high school during said child's normal and expected year of graduation, whichever occurs later. Said child support is to be proportionately adjusted in accordance with the Uniform Child Support Guidelines when each child attains the age of eighteen (18) years of age or graduates from high school during the normal and expected year of graduation, whichever occurs later.

12. The parties' minor child, G.X.H., is a special needs child with Downs Syndrome and is disabled, requiring various special needs services including, but not limited to, special education accommodations, tutoring, ongoing therapies, IEP costs, education supplies, and the like. Further, the parties' minor child, G.X.H. will not be able to earn a living or independently support himself by his own means. Accordingly, Malcolm's child support obligation for G.X.H. shall not terminate upon said minor child reaching the age of majority. Notwithstanding the foregoing, the parties shall revisit and recalculate child support based on actual incomes when G.X.H. reaches the age of 18.

13. Upon G.X.H., attaining the age of 18 years, the parties shall cooperate with one another in seeking co-guardianship of G.X.H. and shall cooperate in applying for and seeking all relevant assistance including, but not limited to Social Security, Medicaid, and DSPD benefits.

14. The parties shall share equally the costs of any and all school and education related expenses including, but not limited to, school registration fees, lab fees, and school lunch.

15. That the parties shall each share equally the cost of any and all reasonable work related child care expenses. The party incurring child care expenses shall provide written verification of the costs and identity of the child care provider to the other party upon initial engagement of said child care provider. The parties shall notify one another of any change in child care provider or monthly expense of child care within thirty (30) days of the date of the change. Pursuant to Utah Code Annotated §81-6-209, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

REAL PROPERTY

16. That during the course of the marriage, the parties acquired an interest in a home and the real property it is situated on which is located at 2427 West 5025 South, Roy, Utah 84067. The home shall be listed for sale within thirty (30) days of the date of the Stipulation by a mutually agreed upon real estate agent. The parties shall cooperate

with the real estate agent in preparing the home for sale, including the suggested listing price. In the event the parties are unable to agree on a listing price, they shall have the home appraised by a qualified real estate appraiser.

The proceeds from the sale of the home shall be applied as follows:

- (a) First, to pay the expenses of sale;
- (b) Second, to retire any and all mortgage and liens; and,
- (c) Last, the balance remaining thereafter to be divided equally between the parties.

Until such time as the home is sold, the Marithes may continue to reside in the home and Malcolm shall be responsible for maintaining the underlying mortgage indebtedness thereon as well as property taxes and insurance.

PERSONAL PROPERTY

17. That during the course of the marriage, the parties have acquired certain items of household goods, furnishings, fixtures, appliances and other items of personal property. The parties shall work together and cooperate in dividing said personal property. In the event the parties encounter a dispute over the division of their personal property, they shall return to mediation with the parties sharing equally in any mediation costs and fees.

18. The parties are each awarded their respective vehicles, free and clear of any claim by the other, subject to any underlying indebtedness thereon, holding the other

party harmless therefrom. Specifically, Marithes is awarded the 2014 Dodge Caravan, free and clear of any claim by Malcolm, and Malcolm is awarded the 2018 Toyota Yaris IA, free and clear of any claim by Marithes.

19. The parties are each awarded their respective bank, checking and savings accounts and all funds contained therein, free and clear of any claim by the other.

20. All personal property which may be vested in either party as a result of acquisition prior to the marriage, family inheritance, trusts, or similar sources is awarded to the party from whose family it came.

DEBTS AND OBLIGATIONS

21. That shall each assume, pay, discharge and hold the other party harmless from the following debts and obligations as follows:

Debt	Responsible Party
Debt Relief Program	Marithes
Military Star Card	Marithes
Credit One	Marithes
Mission Lane	Marithes
Merrick Bank	Marithes
USAA Personal Loan	Malcolm
Bank of America credit card	Malcolm
Capital One credit card	Malcolm

22. The parties shall each pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since the date of commencement of this action.

TAXES

23. Beginning with the 2026 tax year, the parties will equally share the dependent child tax benefits. When there is one child, Malcolm will receive the child in even numbered tax years and Marithes will receive the child in odd numbered tax years. Malcolm's right to claim the children for tax purposes is conditioned on his being current in the payment of all support obligations as of December 31 of the tax year for which he is to claim the exemption.

24. The parties have filed separate federal and state income tax returns for the 2025 tax year. They are each awarded any refund received from said filing and assume any indebtedness resulting from said filing, holding the other party harmless therefrom.

INSURANCE AND MEDICAL EXPENSES

25. The parties shall provide and maintain a policy of health insurance for the benefit of the parties' minor children as defined by Utah Code Annotated §81-6-101. Currently, Malcolm is providing said insurance through his military benefits with TriCare. If insurance for medical and dental expenses is available or becomes available to either party at a reasonable cost, and is accessible to the minor children, the parent(s) shall be responsible for maintaining said insurance for the benefit of the minor children. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the Respondent shall be primary coverage for the dependent children and the health, hospital,

or dental insurance plan of the Petitioner shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan, the health, hospital, or dental insurance plan of the step-parent 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 dependent children. The Petitioner and Respondent shall share any and all out of pocket costs of health insurance premiums paid for the benefit of the parties' minor children and shall share the costs of any and all non-covered medical expenses including deductibles and co-payments.

A parent who incurs health and dental expenses shall provide written verification and payment of health and dental expenses to the other party within thirty (30) days of payment. Pursuant to Utah Code Annotated §81-6-208, 1953 as amended, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

26. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent child, and after initial enrollment of the dependent child on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec 601 et seq., of any

change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

DIVISION OF ACCOUNTS

27. The parties may elect that medical/dental and school expenses be created in separate accounts for payment by each parent as long as the provider receives a copy of the Decree of Divorce at or before the day on which the provider first renders medical/dental services or issues a bill for school fees pursuant to Utah Code Annotated §15-4-6.7.

PENSION AND RETIREMENT

28. During the course of the marriage, the Malcolm acquired an interest in a military pension program resulting from his service in the United States Armed Forces. Said pension shall be divided pursuant to the *Woodward* formula under an appropriate Qualified Domestic Relations Order (QDRO) and/or Military Retirement Division Order (MRDO), so that Marithes' portion is \$610 per month, which shall be prepared and submitted by Rori Hendrix with the parties sharing the cost thereof equally. Any such orders shall require direct payments to the Marithes by Defense Finance and Accounting Service (DFAS) of her share of Malcolm's military retirement benefits. The parties are ordered to cooperate fully with this provisions and provide any documents necessary to effectuate this provision.

29. At her sole option and expense, the Marithes may elect a full survivor benefit in connection with her share of the Malcolm's retirement benefits, with her to be solely responsible for the cost of the survivor benefit election. In connection with this provision, if the option is elected by the Marithes, it is acknowledged that notwithstanding the fact that the survivor benefit is Marithes' election, solely benefits her, is based upon her share of the benefits and the cost is her sole obligation; DFAS will deduct the premium from Malcolm's share of the retirement pay, not the Marithes'. Accordingly, Marithes will be under an ongoing obligation and affirmative duty to reimburse Malcolm, on a monthly basis, the entirety of the premium amount that is paid by Malcolm via a reduction of his monthly pay due to DFAS deducting the premium from him.

30. Marithes is awarded her 401(k) retirement account free and clear of any claim by Malcolm.

MISCELLEANEOUS

31. Each of the parties shall execute and deliver to the other any documents necessary to implement the provisions of this Decree of Divorce. Should a party fail to execute a document within sixty (60) days of the entry of the Decree of Divorce, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70,

Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same force and effect as if executed by the disobedient party.

32. The parties are mutually restrained and enjoined from bothering, harassing, annoying, threatening, or harming each other at either's place of residence, employment or any other place. Both parties are ordered to be civil and respectful in their communications with one another. Both parties are restrained from making false allegations regarding the other party to professional licensing agencies, to DCFS, to police, Facebook or other social networking sites, or otherwise in any public forum.

33. The parties are mutually restrained and enjoined from making any disparaging or derogatory comments, remarks or statements about the other party either to or in the presence of the minor children and shall remove the children from the presence of any third parties who may be engaging in any such behavior.

34. The parties are mutually restrained and enjoined from using the children as messengers between the parties and are mutually restrained and enjoined from discussing these divorce proceedings or any related proceedings or from allowing any third parties from doing the same.

35. The parties shall each bear their own costs and attorney's fees incurred by them in this action.

*****END OF DOCUMENT*****

PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND RULE

**4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE DATE, SEAL
AND SIGNATURE OF THE COURT APPEARS AT TOP OF PAGE ONE OF THIS
DOCUMENT.**

APPROVED AS TO FORM

/s/ Russell D. Gray

Russell D. Gray

Attorney for Respondent

Electronically signed by Cory R. Wall with permission of Russell D. Gray

**NOTICE PURSUANT TO RULE 7 (j)(4) OF THE UTAH RULES OF CIVIL
PROCEDURE TO THE RESPONDENT AND HER COUNSEL:**

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that the Decree of Divorce prepared by the Petitioner will be the Order of the Court unless you file an objection in writing

within seven (7) days from the date of service of this notice.

DATED this 4th day of May, 2026.

/s/ Cory R. Wall
CORY R. WALL
Attorney for Petitioner

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was sent, via Electronic Mail, to the following this 4th day of May, 2026:

Russell D. Gray
Attorney for Respondent
Email: rgray@carrwoodall.com

/s/ Cory R. Wall
CORY R. WALL