

The Order of the Court is stated below:

Dated: August 30, 2023  
10:23:56 PM

/s/ RICHARD MCKELVIE  
District Court Judge



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

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IN THE MATTER OF THE MARRIAGE OF:

AMBER DUNG CAO,

Petitioner,  
and

TRI HUU VAN,

Respondent.

DECREE AND JUDGMENT OF DIVORCE

Case No. 234900789

Judge: Richard McKelvie

Commissioner: Michelle Blomquist

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This matter having come before the Court pursuant to Petitioner's Verified Petition for Decree and Judgment of Divorce ("*Petition*") and Verified Motion for Default Decree and Judgment of Divorce ("*Motion*") pursuant to Rule 55(b)(2) of the Utah Rules of Civil Procedure, and all papers appearing to be in order, including the Military Service Affidavit pursuant to the Service Members Civil Relief Act, verifying that the Respondent is not active military and that the default of Respondent has been entered by the Court as evidenced by the Default Certificate; and whereas the Respondent has failed to timely respond or answer the Petition or Motion filed by the Petitioner pertaining to all of their property rights, alimony, debts and obligations, attorney fees, court costs and other kindred matters; and the Court having been fully informed in

the premises, and having made Findings of Fact and Conclusions of Law, hereby makes the following Decree and Order:

MOTION FOR DEFAULT DECREE AND JUDGMENT OF DIVORCE

1. The Motion is sufficient to support the entry of a default decree and judgment of divorce pursuant to Rule 55(b)(2) of the Utah Rules of Civil Procedure and therefore said Motion is granted.

JURISDICTION AND GROUNDS

2. The Petitioner is a bona fide resident of Salt Lake County, State of Utah and has been for at least three (3) months immediately prior to the filing of this action.
3. Respondent is a bona fide resident of Salt Lake County, State of Utah, and has been at least three (3) months immediately prior to the filing of this action.
4. The parties' minor children have also been living with Petitioner and Respondent and are bona fide residents of Salt Lake County, State of Utah and have been there for at least six (6) months immediately prior to the filing of this action.
5. Petitioner and Respondent are husband and wife, having been married in Salt Lake County, State of Utah on September 20, 2003 and are presently married. However, the parties have been separated since December 1, 2022 even though the parties have not physically separated and reside in the same residence.
6. Irreconcilable differences have developed and exist between the parties, making the continuation of their marriage extremely stressful, impossible and impractical.
7. Neither the Petitioner nor the Respondent have received public assistance.

### CHILDREN

8. The parties are the parents of two children to wit: T.L.V., born July 31, 2005; and T.L.V., born October 14, 2009. There are no other children of the marriage and none are expected.

9. There are no other judicial proceedings related to the minor children. Utah is the home state of the children as they have lived here for at least 6 months immediately prior to the filing of this action.

### CUSTODY & PARENT TIME

10. Petitioner and Respondent shall be awarded joint legal custody of the minor children with Petitioner having final say as to decisions for the children involving legal custody matters. Petitioner shall be awarded sole physical custody of the minor children with parent time being as the parties can agree. Should the parties be unable to agree, then parent time shall be as forth in Utah Code § 30-3-35. Parent time is more fully set forth in the Parenting Plan that is incorporated herein by this reference and made a part of this Decree and Order. The Advisory Guidelines as contained in Utah Code § 30-3-33 (as amended) shall apply in this case.

11. The Petitioner shall be designated as the custodial parent for purposes of holiday parent-time.

### CHILD SUPPORT

12. Petitioner is employed full time earning \$16,638 a month in gross monthly income. Respondent is employed working full time earning approximately \$18,511 each month in gross monthly income. It is reasonable and proper that child support shall be

determined utilizing the parties' incomes and the Sole Custody Child Support Worksheet. Based upon this calculation child support should be paid by the Respondent to the Petitioner in the amount of \$2,004 per month. (See attached worksheet). This amount is in compliance with Utah Code §78B-12-301 and the Sole Custody Child Support Worksheet. The parties shall also equally share in expenses and costs for school lunches, school activities, and automobile insurance and maintenance for the minor children once they are able to drive.

13. Child support shall be modified by the parties automatically when a child turns eighteen (18) years of age or graduates from high school with that child's normal class, whichever occurs later.

14. DUE DATE: Child support shall be due on the 5<sup>th</sup> day of each month and the 20<sup>th</sup> of each month and will be considered delinquent after the 20<sup>th</sup> day of that month. Should the parties elect to use ORS, then the payment schedule shall be through ORS and any fees if ORS is used shall be the responsibility of Respondent.

#### HEALTH INSURANCE

15. The Respondent has been providing medical and dental insurance for the minor children and shall continue to do so when it is reasonably available through his employer. Should Respondent no longer have insurance reasonably available through his employer, then the parties shall both be equally responsible for providing medical and dental insurance for the minor child and follow the statute set forth under Utah law.

16. The Petitioner and Respondent shall have an obligation to each pay one-half of the insurance premiums and one-half of the out-of-pocket costs for non-covered medical

and dental expenses incurred on behalf of the minor children including co-pays and insurance deductibles.

17. The party incurring an expense for medical care should provide the other party with written verification by statement or invoice of the expense(s) incurred within thirty (30) days of the date the expense was incurred, however, if the expenses are provided after thirty (30) days of the date the expense is incurred, it does not bar or release the other party from having to pay his or her one-half share of said expenses and costs. The non-incurring party shall have thirty (30) days to pay his or her share of the medical expense from the time he or she receives an invoice or statement supporting said expenses and costs.

18. JOINT OBLIGATION TO CREDITORS FOR MEDICAL AND DENTAL EXPENSES: Pursuant to Utah Code Ann. § 15-4-6.7, after an order of the court is entered establishing payment of medical expenses of a minor child in accordance with §§ 30-3-35, 30-4-3, or 78-45-7.15, the creditor who has been provided a copy of the order cannot make a claim for unpaid medical expenses against the parent who has paid his/her one-half (1/2) share in full. Neither can the creditor make any negative credit report under § 70C-7-107, or report the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding the parent who paid in full his/her share of the medical or dental expenses under the court order.

19. Each party shall be responsible for their own health care insurance and costs.

### EXTRA-CURRICULAR ACTIVITIES

20. Each party shall pay one-half (1/2) of the costs associated with extra-curricular activities in which the children engage currently. Additionally, both parties shall be allowed to fully participate in and attend extra-curricular activities of the children. Any other or additional costs and expenses for extra-curricular activities that the children may participate in must be approved by both parties, in writing. Otherwise, the non-agreeing parent is not responsible for any portion of the costs and expenses associated with that extra-curricular activity.

### CHILD CARE

21. There is no child care or day care for the minor children.

### ALIMONY & RETIREMENT

22. Alimony shall be paid in the amount of \$1,000.00 per month from Respondent to Petitioner for the length of the marriage. However, alimony shall cease being paid to Petitioner by Respondent upon her death, remarriage, or co-habitation with another person with whom she is romantically involved.

23. DUE DATE: Alimony shall be due on the 5<sup>th</sup> day of each month and on the 20<sup>th</sup> day of that month.

24. All retirement accounts, including, but not limited to, 401(k), 403(b), IRAs, Roth IRAs, pension plans, and other similar retirement accounts shall be divided equally (50/50) according to the Woodward formula. A QDRO or other similar documents and order may have to be prepared in order to divide the retirement plans or retirement accounts. Any costs or fees associated with the preparation of a QDRO or other similar

documents and order will equally be shared by the parties.

REAL AND PERSONAL PROPERTY

25. The Petitioner and Respondent own certain real property located at 3570 South Lionheart Way, West Valley City, Utah 84119 (the “Real Property”). The Real Property shall be awarded to the Petitioner. Respondent, shall immediately move out of the Real Property and Respondent shall execute a warranty deed transferring over his interest in the Real Property upon entry of the Decree and Judgment of Divorce.

26. The Petitioner owns and operates Nail Gala Salon, located at 7632 South Union Park Avenue, Midvale, Utah 84047. Respondent owns and operates TXT Auto Repair Services, located at 1302 South State Street, Salt Lake City, Utah 84105. The parties shall each retain their respective businesses and assets associated with the businesses and be responsible for their own debts and/or obligations associated with their respective business, if any, and indemnify the other party from any and all debts and/or obligations associated with their respective business.

27. During the course of the marriage, the Petitioner and the Respondent have acquired certain items of personal property and have already divided some of the personal property. The undivided personal property shall be divided as follows:

- a. The Petitioner shall be awarded the following personal property:
  1. All of Petitioner’s personal belongings and effects;
  2. All household furnishings at the Real Property;
  3. Her vehicles a BMW 2007 and 2010 Buick Enclave;

4. All other property in Petitioner's possession, not otherwise mentioned.

b. The Respondent shall be awarded the following personal property:

1. All of Respondent's personal belongings and effects;

2. His vehicles a 2010 Chrysler Sebring and 1998 Dodge Dakota Truck; and

3. All other property in Respondent's possession, not otherwise mentioned.

#### DEBTS AND OBLIGATIONS

28. During the course of the marriage, the parties have incurred certain debts and obligations.

29. The Petitioner shall be responsible for the following debts:

a. Any debt or obligations associated with the Real Property;

b. Any debt or obligation associated with her business;

c. Any debts or obligations for Petitioner's vehicles; and

d. Any debts solely in Petitioner's name, incurred after the date of separation.

30. The Respondent shall be responsible for the following debts:

a. Any debt or obligation associated with his business;

b. Any debts or obligations for Respondent's vehicles; and

c. Any debts solely in Respondent's name, incurred after the date of separation.



31. There were no other joint debts or obligations of the parties during the marriage that the parties are aware of.

32. Each party shall indemnify and hold the other party harmless from liability of any and all debts listed above and those incurred individually since the date of separation, which was December 1, 2022, even though the parties have not physically separated.

33. NOTICE TO JOINT CREDITORS: Should there be any joint debts, each party shall provide a certified copy of the final Decree of Divorce to all creditors pursuant to Utah Code §§ 30-3-5(1)(c) and 15-4-6.5 and to do any follow-up necessary to effectuate compliance with these statutes. With respect to either party who is not ordered to make payments on the joint obligations under Utah Code §§ 30-3-5 and 30-4-5, no negative credit report under Utah Code § 70C-7-107 and no report of the debtor's repayment practices or credit history under Chapter 14, Title 7, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under Utah Code § 15-4-6.5(2), unless the creditor has made a demand for payment on the joint obligor nor ordered to pay the debt, said demand being made by reason of responsible obligor's failure to make payments.

#### INCOME TAX

34. Petitioner shall claim the younger minor child T.L.V. every year on her tax returns and Respondent shall claim the older minor child T.L.V. every year on his tax returns. Once there is only one minor child able to be claimed on the parties' tax returns then each party shall rotate each year claiming they younger minor child T.L.V. on the parties' tax returns each year. The parties may negotiate or trade tax years to claim the minor

children, so long as any agreement to do so is in writing. An e-mail, text or other similar electronically verifiable communication shall constitute a writing for these purposes. Respondent must be current on his child support in order to claim any of the minor children on his tax returns and if he is not current, then Petitioner may claim all of the minor children on her tax return until Respondent becomes current.

#### ATTORNEY FEES

35. Each party shall be responsible for their own attorney's fees and costs related to this divorce action.

#### MEDIATION

36. After entry of the Decree and Judgment of Divorce, the parties must attempt to resolve any disputed issues through mediation, unless mediation is waived.

#### DEFAULT

37. In the event that either party defaults in his or her obligations under the Decree and Judgment of Divorce the party in default shall be liable to the other party for all reasonable expenses, including attorney fees, incurred in the enforcement of the obligations created by this divorce.

#### EXECUTION OF DOCUMENTS

38. Each party shall execute and deliver to the other party any documents necessary to implement the provisions of the Decree and Judgment of Divorce entered by the Court.

#### DECREE AND JUDGMENT OF DIVORCE

39. Petitioner is granted a Decree and Judgment of Divorce from Respondent severing the bonds of marriage upon the grounds of irreconcilable differences to become final upon entry.

CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2023, a true and correct copy of the above and foregoing DECREE AND JUDGMENT OF DIVORCE was mailed to the below-named Respondent:

TXT Auto Repair Services  
TRI HUU VAN  
1302 South State Street  
Salt Lake City, Utah 84105

Dated this 28<sup>th</sup> day of August 2023.

/s/ Cameron N. Jacobson  
CAMERON N. JACOBSON  
Attorney for Petitioner

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The Court's Signature Appears at the Top of the First Page