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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH, WEST JORDAN**

In the Matter of the Marriage of the Following Parties:

GOOD CLIENT,

Petitioner,

and,

OPPOSING PARTY,

Respondent.

Other interested parties may include **ORS**.

VERIFIED PETITION FOR DIVORCE

Case Number:

Judge:

Commissioner:

The above-captioned petitioner, Good Client (hereinafter, "**Petitioner**"), proceeding in this matter by and through her counsel of record, Saul Goodman, hereby files against the above-captioned respondent, Opposing Party (hereinafter, "**Respondent**"), this *Verified Petition for Divorce* (hereinafter, this "**Petition**"), to petition this Court to award Petitioner a Decree of Divorce (hereinafter, the "**Decree**") pursuant to the terms of this Petition, as follows:

1. This Petition is related to the Temporary Protective Order entered against Respondent under case number 123456789 of The Third Judicial District Court, Salt Lake County, State of Utah, and assigned to the Honorable Judge.

THREE-MONTH RESIDENCY – JURISDICTION AND VENUE

2. Because Petitioner has been a bona fide resident of Salt Lake County, State of Utah, for at least three months immediately prior to the filing of this Petition, the jurisdiction and venue of this matter are properly vested in this Court.

3. Furthermore, Respondent has also been a bona fide resident of Salt Lake County, State of Utah, for at least three months immediately prior to the filing of this Petition.

MARRIAGE

4. Petitioner and Respondent (hereinafter referred to jointly as the “**Parties**” and sometimes individually as a “**Party**”) were married in Salt Lake City, Utah.

5. The Parties were married on August 5, 2017.

6. The Parties are presently married.

7. The Parties have not yet officially separated.

8. However, regarding separation, Respondent has lived in India since December 22, 2024, and Petitioner presently has a granted Temporary Protective Order against Respondent, which prohibits Respondent from again residing with Petitioner at their marital home.

9. Therefore, for all intents and purposes, due to the impossibility of the Parties again residing together—at least for now but probably permanently—the Parties will have been separated as of December 22, 2024.

GROUND

Irreconcilable Differences

10. The Parties should be granted a divorce from each other on the grounds of irreconcilable differences, making the continuation of their marriage impossible.

11. As such, the Parties have an adequate basis for divorce under Utah Code § 30-3-1(3), so Petitioner should be awarded her sought Decree.

Financial Misconduct and Embezzlement of Marital Funds

12. As detailed and referenced in the pertinent section hereinbelow, Respondent has embezzled the Parties' marital funds for an egregiously prolonged length of time, which funds Petitioner intends to recover and which constitute additional grounds for divorce.

MILITARY SERVICE STATUS

13. Petitioner is not serving in the United States military.

14. Respondent is not serving in the United States military either.

PUBLIC ASSISTANCE STATEMENT – ORS

15. Petitioner is not receiving public assistance from the State of Utah.

16. Respondent is not receiving public assistance from the State of Utah either.

THE CHILD

17. The Parties are the legal mother and legal father of one minor child, whose name and date of birth are, respectively, Good Child (hereinafter, the “**Child**”), born on August 28, 2018.

18. This Court has jurisdiction to determine the issues related to the Parties' Child in this divorce action, as the Child was born of the Parties' marriage.

UCCJEA Jurisdiction

19. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah’s Uniform Child Custody Jurisdiction and Enforcement Act, as Utah is the home state of the Parties’ Child under Utah Code § 78B-13-102(7), or this case meets the criteria under Utah Code § 78B-13-201(1), 207, and 208.

URCP Rule 100 Information

20. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 78B-13-101 *et seq.*, The Uniform Interstate Family Support Act, and Utah Code § 78B-14-101 *et seq.*, Petitioner and Respondent state that, (i) upon information and belief, there are no proceedings in a court of law or governmental agency for custody, child support, parent-time, or visitation concerning the Child that have been filed, are pending, or have been completed with an order; that (ii) Petitioner and Respondent are unaware of any criminal, delinquency, or protective order cases involving a Party or the Child; and that (iii) Petitioner and Respondent are unaware of any person who is not a Party to these proceedings who has physical custody of the Child or who claims to have custody, child support, or parent-time or visitation rights concerning the Child.

Residency of the Child During the Last Five Years

21. During the last five years, the Child has resided at the following places, for the following lengths of time, and with the following people, as described in the tables below:

State of Residence:	Utah.
Address of Residence:	123 Good Address Dr., South Jordan, Utah 84009.
Time of Residence:	The Child’s whole life.
Persons with Whom the Child Resided:	Petitioner and Respondent.

Relationship of These Persons to the Child:	Petitioner is the Child's mother, and Respondent is the Child's father.
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CHILD CUSTODY AND PARENT-TIME

Physical Custody

- 22. Petitioner is a fit and proper parent to be awarded physical custody of the Child.
- 23. Respondent is not a fit and proper parent to be awarded any physical custody of the Child.
- 24. Therefore, it is in the Child's best interest that Petitioner be awarded the *sole* physical custody of the Child.
- 25. Respondent should have parent-time with the Child at reasonable times and places.

Legal Custody

- 26. Petitioner is a fit and proper parent to be awarded the legal custody of the Child.
- 27. Respondent is not a fit and proper parent to be awarded any legal custody of the Child.
- 28. Therefore, it is in the Child's best interest that Petitioner be awarded the *sole* legal custody of the Child.
- 29. Only Petitioner should make significant decisions regarding the Child.

Parent-Time

30. The Parties should follow the parent-time schedule for children aged 5 to 18, stipulated in Utah Code § 81-9-302, which is as follows:

Timeframes	Conditions
Midweek – School in Session	During the time the Child's school is in session, one weekday evening to be specified by the noncustodial Party, or Wednesday evening if not

	specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial Party, one weekday from the time the Child's school is regularly dismissed until 8:30 p.m.
Midweek – School not in Session	During the time the Child's school is not in session, one weekday from approximately 9:00 a.m. to 8:30 p.m., accommodating the custodial Party's work schedule, if the noncustodial Party is available to be with the Child.
Changes to the Midweek Schedule	Once the weekday is designated, it may not be changed except by mutual written agreement of the parents or court order.
Alternate Weekends	Alternating weekend parent-time should begin the first weekend after the entry of the decree.
Alternate Weekends – School in Session	During the time the Child's school is in session, alternating weekend parent-time should be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the noncustodial Party, from the time the Child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.
Alternate Weekends - School not in Session	During the time the Child's school is not in session, a noncustodial Party may elect alternating weekend parent-time to begin on Friday, from approximately 9:00 a.m., if the noncustodial Party is available to be with the Child and accommodates the custodial Party's work schedule, until 7:00 p.m. on Sunday.
Pick Up by Non-Parent	A stepparent, grandparent, or other responsible adult designated by the noncustodial Party may pick up the Child if the custodial Party is aware of the individual's identity, and the Party should be with the Child by 7 p.m.
Holiday Parent-Time	Holidays are specified below in the Special Occasions table.
Extended Parent-Time	<p>Extended parent-time with the noncustodial Party may be up to four consecutive weeks when school is not in session, at the option of the noncustodial Party, including weekends usually exercised by the noncustodial Party, but not holidays.</p> <p>Two weeks should be an uninterrupted time for the noncustodial Party.</p> <p>The remaining two weeks should be interrupted parent-time and subject to parent-time for the custodial Party for weekday parent-time,</p>

	<p>but not weekends, except that the custodial Party may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a Party's intent and schedule for taking interrupted parent-time, the Party receiving that notice must give notice of any plan to interrupt the parent-time, and the custodial Party should have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.</p>
<p>Notice of Plan to Exercise Parent-Time During the Summer Break</p>	<p>Each Party should provide notice to the other of their plan to exercise extended parent-time during summer break as follows:</p> <ol style="list-style-type: none"> a. In odd-numbered years, the noncustodial Party should notify the custodial Party of extended parent-time by May 1, and the custodial Party should inform the noncustodial Party of uninterrupted extended parent-time by May 15. b. In even-numbered years, the custodial Party should provide notification of uninterrupted extended parent-time with the Child to the noncustodial Party by May 1, and the noncustodial Party should give notification to the custodial Party of extended parent-time by May 15. c. If not provided in a timely manner by a Party, the complying Party may determine the schedule for the non-complying Party, provided that the complying Party's notification is timely. d. If neither Party's notification is timely, the first Party to give notice may determine the schedules of both parents for extended parent-time. e. Telephone contact should be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, should be at reasonable hours and for a reasonable duration, provided that if the Parties cannot agree on whether the equipment is reasonably available, the court should decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the Child, each Party's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material. f. Weekday parent-time should be on Fridays, pursuant to Utah Code § 81-9-302.

Parent-Time for Special Occasions

31. The Parties should follow the schedule for special occasions below.

32. At the option of the Party exercising the holiday or the Party's half of the holiday, the Child may remain together for the holiday period beginning the first evening that the Child's school is let out for the holiday and ending the evening before the Child returns to school.

Special Occasion	Parent-Time Schedule
New Year's Day (Takes place on January 1)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire New Year's Day holiday on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire New Year's Day holiday on every even-numbered year.
Dr. Martin Luther King Jr. Day Weekend (Takes place on the third Monday of January)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Dr. Martin Luther King Jr. Day weekend on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Dr. Martin Luther King Jr. Day weekend on every even-numbered year.
Lincoln's Birthday (Takes place on February 12)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Lincoln's Birthday Day on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child on every even-numbered year during the entire Lincoln's Birthday.
Presidents' Day Weekend (Takes place on the third Monday of January)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire President's Day weekend on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire President's Day weekend on every even-numbered year.
Easter (When it takes place varies.)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Easter holiday in every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Easter holiday in every even-numbered year.
Spring Break (When it takes place varies.)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire spring school break in every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire spring school break in every even-numbered year.
Respondent's Birthday	Respondent should be entitled to have the Child for the entire day every year on Respondent's birthday.

Special Occasion	Parent-Time Schedule
(Takes place on June 6)	Petitioner should not be entitled to have the Child during Respondent's birthday.
Mother's Day (Takes place on the second Sunday of May)	Petitioner should <i>not</i> be entitled to have the Child during the Mother's Day holiday in any year, regardless of whether it is an odd-numbered or even-numbered year, unless the Parties agree otherwise. Respondent should be entitled to have the Child during the yearly Mother's Day holiday unless the Parties agree otherwise.
Memorial Day Weekend (Takes place on the last Monday of May)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Memorial Day weekend on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Memorial Day weekend on every even-numbered year.
The Child's Birthday (Takes place on August 28)	Odd-Numbered Years: During the Child's birthday, Petitioner should be entitled to have the Child during said Child's entire birthday, on every odd-numbered year. However, because the Child might wish to celebrate her birthday with both Parties, Respondent should be encouraged—and Petitioner should allow Respondent—to participate fully in their Child's birthday celebrations despite it being a year that Petitioner is entitled to have the Child. Even-Numbered Years: During the Child's birthday, Respondent should be entitled to have the Child during said Child's entire birthday, on every even-numbered year. However, because the Child might wish to celebrate her birthday with both Parties, Petitioner should be encouraged—and Respondent should allow Petitioner—to participate fully in their Child's birthday celebrations despite it being a year that Respondent is entitled to have the Child.
Father's Day (Takes place on the third Sunday of June)	Petitioner should be entitled to have the Child on Father's Day every year, unless the Parties agree otherwise. Respondent should <i>not</i> be entitled to have the Child during the Father's Day holiday in any year, whether odd-numbered or even-numbered, unless the Parties agree otherwise.
Petitioner's Birthday (Takes place on December 2)	Petitioner should be entitled to have the Child for the entire day every year on Petitioner's birthday. Respondent should not be entitled to have the Child during Petitioner's birthday.
Independence Day	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Independence Day holiday on every odd-numbered year.

Special Occasion	Parent-Time Schedule
(Takes place on July 4)	Even-Numbered Years: Respondent should be entitled to have the Child during the entire Independence Day holiday on every even-numbered year.
Summer Vacation (When it takes place varies.)	During the Child's entire summer vacation from school, Petitioner and Respondent should continue alternating who is entitled to have the Child every week. The Child should spend one whole week with one Party and then one full week with the other Party during summer vacation, alternating which Party they reside with each week.
Pioneer Day (Takes place on July 24)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Pioneer Day holiday on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Pioneer Day holiday on every even-numbered year.
Labor Day Weekend (Takes place on the first Monday of September)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Labor Day weekend in every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Labor Day weekend in every even-numbered year.
Columbus Day Weekend (Takes place on the second Monday of October)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Columbus Day weekend on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Columbus Day weekend on every even-numbered year.
Fall School Break (When it takes place varies.)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire fall school break in every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire fall school break in every even-numbered year.
Halloween (Takes place on October 31)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Halloween holiday in every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Halloween holiday in every even-numbered year.
Veteran's Day (Takes place on November 11)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Veteran's Day holiday on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Veteran's Day holiday on every even-numbered year.

Special Occasion	Parent-Time Schedule
Thanksgiving (Takes place on the fourth Thursday of November)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Thanksgiving break on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Thanksgiving break on every even-numbered year.
Winter Break (When it takes place varies .)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Winter break on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Winter break in every even-numbered year.
Christmas Eve (Takes place on December 24)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Christmas Eve holiday on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Christmas Eve holiday on every even-numbered year.
Christmas Day (Takes place on December 25)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire Christmas Day holiday in every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire Christmas Day holiday in every even-numbered year.
New Year's Eve (Takes place on December 31)	Odd-Numbered Years: Petitioner should be entitled to have the Child during the entire New Year's Eve holiday on every odd-numbered year. Even-Numbered Years: Respondent should be entitled to have the Child during the entire New Year's Eve holiday on every even-numbered year.

Parent-Time Transfers

33. Regarding the pick-up and drop-off (i.e., “transfers”) of the Child for parent-time purposes, the Parties should make arrangements for pick-up, delivery, and return of the Child before each scheduled parent-time.

Additional Child Custody and Parent-Time Provisions

34. Each Party should permit and encourage reasonable and uncensored communications between the Child and the other Party in the form of mail privileges, telephone,

and virtual parent-time at reasonable hours and for a reasonable duration when the Child is with them.

35. Special consideration should be given by each Party to make the Child available to attend family functions, including funerals, weddings, family reunions, religious holidays, meaningful ceremonies, and other significant events in the life of the Child or either Party, which may inadvertently conflict with the parent-time schedule.

36. The Parties should bear the burdens and responsibilities of transporting the Child associated with custody sharing and parent-time equally.

37. Unless the Parties agree in advance and in writing, regular school hours should not be interrupted for the exercise of parent-time by either Party.

38. Each Party should be responsible for staying apprised of all significant school, social, sports, community functions, and other activities in which the Child is participating or being honored, and each Party should be entitled to attend and participate fully in such activities.

39. Each Party should cooperate to stay informed about all significant school, social, sports, community functions, and other activities in which the Child participates or is involved.

40. The Court should order that all dates, times, and places for the Child's school-related, athletic, social, club, religious, community, and significant family activities, as well as health care appointments, are to be promptly and clearly entered into a shared Google (or similar) calendar as soon as a Party learns of the activity, to ensure that each Party is aware of the Child's activities as quickly as possible.

41. Each Party should be fully and accurately identified as the Child's parent in the Child's school records, medical records, healthcare records, and all other records that request the identification of the Child's parents.

42. Petitioner and Respondent should have direct access to all the Child's school reports, including preschool and daycare reports and all medical and healthcare records.

43. Each Party should provide the other with their current address, telephone number, email address, and other virtual parent-time access information within twenty-four hours of any change thereof.

ADDITIONAL CHILD PROVISIONS

Education Plan

44. The Child should continue to attend their current school and feeder schools for as long as at least one Party maintains residence, allowing for this.

45. Any changes to the preceding paragraph should be required to be agreed upon by both Parties before taking effect; said changes can also be made due to mediation.

46. Both Petitioner and Respondent should have the authority to check the Child out of school for any reason they deem appropriate.

47. Both Petitioner and Respondent should have access to the Child during school.

Communication With Each Other

48. Petitioner and Respondent should communicate with each other via any efficacious and reliable method of their choosing.

49. If one communication method proves ineffective for whatever reason, Petitioner and Respondent should try other methods until they find one that works effectively.

Communication With the Child

50. The Parties should provide age-appropriate help to the Child to communicate with the other Party.

51. The Parties should give the Child privacy while communicating with the other Party.

52. The Parties should not interfere with or monitor communication between the Child and the other Party.

53. The Child should be able to communicate with Petitioner or Respondent whenever the Child chooses.

Records and Information Sharing

54. As aforementioned, but more specifically addressed herein, both Parties should have access to their Child's records, and both Parties should be able to consult with providers regarding the Child's education, childcare, and healthcare.

Travel by the Child

55. During their respective parent-time, either Party should be able to consent for the Child to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

Relocation

56. For this section, "relocation" refers to moving such that the relocating Party's residence is, after the relocation, 150 miles or more from the residence of the other Party.

57. In the event of a Party's intent to relocate, the provisions of Utah Code § 30-3-37 should apply.

58. Furthermore, neither Party should be allowed to relocate with the minor Child more than one hundred miles from their current residence without a written agreement signed by the Parties or by further order of the Court or a subsequent court of competent jurisdiction.

CHILD SUPPORT

59. Petitioner's gross monthly income is approximately \$6,977.00 for child support purposes.

60. Petitioner is employed at Nelson Labs by Sotera Health.

61. For child support purposes, Respondent's potential gross monthly income—based on the history of the Parties' marriage—is approximately \$16,403.00.

62. Petitioner is currently willfully, but unnecessarily, unemployed, yet has the earning potential described hereinabove.

63. Therefore, under the above parameters, Respondent is the obligor Party and has the duty, pursuant to the Child Support Calculator of the State of Utah Office of Recovery Services, to pay Petitioner a base monthly child support amount of \$1,352.00.

CLAIMING DEPENDENT CHILD FOR INCOME TAX PURPOSES

64. Petitioner and Respondent should rotate, every year, who is entitled to claim the Child as dependents (i.e., child tax credits) for income tax purposes and any other lawful applicable tax savings or benefits for state and federal income tax purposes.

65. Petitioner should be entitled to claim the Child as a dependent on every even-numbered year.

66. Respondent should be entitled to claim the Child as a dependent on every odd-numbered year.

67. The Parties should have the liberty to modify this arrangement from time to time according to the Parties' written agreement.

CHILD HEALTH CARE

68. Both Petitioner and Respondent should voluntarily maintain medical, hospital, and dental insurance for the Child if available at a reasonable cost.

69. If at any time the Child is covered by the medical, hospital, or dental insurance of both parents, Petitioner's insurance should be the primary coverage, and Respondent's insurance should be the secondary coverage.

70. If either Party remarries and that Party's Child is not covered by that Party's health, hospital, or dental insurance but is covered by a stepparent's plan, the insurance of Petitioner's spouse should be the primary coverage, and the insurance of Respondent's spouse should be the secondary coverage.

71. Both Parties should equally bear the out-of-pocket costs of the insurance premiums.

72. Both Parties should equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary, which includes deductibles, co-insurance, and co-payments paid by a Party for the Child.

73. The Party who pays health care expenses should provide the other Party with written verification of the cost and payment within thirty days.

74. If a Party does not follow this provision and provide written verification, they may not be able to receive credit for health care expenses or recover the other Party's share of the costs.

75. If there is any change in coverage, within thirty days of the change, the Party ordered to maintain coverage should be ordered to notify the other Party and ORS if they become involved.

CHILDCARE EXPENSES

76. Each Party should provide all surrogate care providers with the other Party's name, current address, and telephone number.

77. Each Party should provide the other Party with the name, current address, and telephone number of all surrogate care providers.

78. Each Party should be solely responsible for any employment-related childcare expenses that they may incur.

79. Otherwise, Petitioner should bear solely the cost of all reasonable childcare expenses.

MISAPPROPRIATION AND EMBEZZLEMENT OF MARITAL FUNDS

80. This section substantiates the particular property, asset, and alimony award amounts, referenced hereinbelow, sought by Petitioner.

Facts

81. The Parties' wedding took place on August 5, 2017, which created a marital relationship under Utah law with mutual fiduciary duties.¹

82. Between September 17, 2021, and December 11, 2024, Respondent sent large amounts of funds from the Parties' joint DCU account to a foreign account in India.

¹ See Utah Code § 30-3-1 and *Parker v. Parker*, 200, Utah Ct. App., 996 P.2d 565.

83. Respondent did not have Petitioners' knowledge or consent to transfer these funds, which transfers occurred via Xoom and Venmo.

84. Petitioner, although a joint owner of the DCU account, was persistently barred from obtaining essential account details, including the account number and member identification.

85. A foreign account from HDFC Bank was opened in Respondent's name with Petitioner nominated, and the details were kept hidden intentionally.

86. The conduct of Respondent led to the misappropriation and diversion of the marital funds from the marital estate, for undisclosed purposes.

87. From the joint DCU account, Respondent transferred more than \$100,000 to the foreign account.

88. Approximately \$120,000 was missing from the joint DCU account because of Respondents' embezzlement.

89. Routinely, electronic transfers of more than \$100,000 were made by Xoom and Venmo.

Pertinent Law

90. According to the laws of the State of Utah, marital relations create a legal requirement of fiduciary good faith on the spouses, which includes full financial disclosure.

91. The breach happens in cases where one Party conceals or hides material financial information.²

² See *id.*

92. Fraudulent dissipation includes intentional waste, transfer, or concealment of marital property, done so in order to lower the value of assets that would be subject to equitable distribution after divorce.³

93. Unjust enrichment happens when one Party profits at the cost of another, and when the law should award remuneration to the afflicted Party.⁴

94. URCP Rule 26.1 governs family law procedures, requiring both Parties to provide complete and comprehensive financial disclosure for accounting purposes, including their income, expenses, and assets.

Application of the Law to the Facts

95. The existing transactions executed from the joint DCU account to the foreign account reveal a severe breach of Respondent's marital fiduciary duty owed to Petitioner, in that the concealment of the foreign account from Petitioner violated Petitioner's rights, as demanded to be upheld by Utah law.

96. The deliberate transfer of money to another account, as it applies to the aforementioned facts at hand, on the part of Respondent satisfies the criteria of willful dissipation by causing devaluation of the marital estate for division purposes.

97. Respondent's allocation of funds for a purpose not related to the support of the marital estate further supports the notion that Respondent has unjustly benefitted at the undue expense of Petitioner.⁵

³ See *In re Knickerbocker*, 1996, Utah, 912 P.2d 969).

⁴ See *Kimball v. Kimball*, 2009, Utah Ct. App., 217 P.3d 733.

⁵ See *id.*

98. URCP Rule 26.1 not only requires but also provides the basis for full financial disclosure, thereby substantiating claims of financial misconduct and asset misappropriation.

99. These transactions resulted in transfers that, on their own, exceeded \$100,000.00 and illustrated a shortfall of \$120,000.00

100. This rationally indicates that a large quantity of marital funds was withdrawn in violation of the Parties' mutual underlying matrimonial obligations.

101. By repeatedly denying access to Petitioner's critical financial accounts, on the part of Respondent, it demonstrates a deliberate attempt on the part of Respondent to conceal transaction information, thereby damaging the trust that is fundamental to a marriage.

Petitioner's Petitions to the Court

102. The Court should order that all money deposited into the foreign account is kept in trust for the benefit of the marital estate.

103. The Court should apply equitable remedies that will return the misappropriated assets to the marital estate so that they, as well as all other marital estates, can be equitably divided between the Parties.

104. Pursuant to URCP Rule 26.1, the Court should order Respondent to disclose all financial information, without any restrictions.

105. The Court should impose sanctions against Respondent, as well as award Petitioner other forms of relief, due to Respondent's breach of fiduciary duty, fraudulent dissipation, civil conspiracy, and unjust enrichment.

MARITAL ESTATE AND DIVISION THEREOF

Real Property

106. The Parties should divide, be responsible for, and make arrangements regarding their following marital properties as follows:

107. The information of the marital residency is as follows:

- a. Address: Good Address Dr, South Jordan, Salt Lake City, UT 84009, United States.
- b. Tax ID: 12-34-567-890.
- c. Legal Description: Good description, as per the official file in the Salt Lake County Recorder's Office.
- d. Date Acquired: August 23, 2019.
- e. Names on Title: Opposing Party and Good Client.
- f. Original Cost: \$473,600.
- g. Current Value: \$671,100.00 (Amounts Estimated: Yes).
- h. Estimation Basis: 2024 Salt Lake County Tax Notice.
- i. Mortgage Details:
 - i. Creditor: Freedom Mortgage, P.O. Box, Dallas, Texas 75261.
 - ii. Names on Mortgage: Opposing Party and Good Client.
 - iii. Date Mortgage Acquired: February 10, 2021.
 - iv. Mortgage Balance: \$418,002.76.
 - v. Monthly Payment: \$2,118.59.

108. The above-referenced marital residency should remain the responsibility of both Parties under the current loan terms (Loan #123456789), with Petitioner solely performing the mortgage principal, interest, and escrow payments.

109. The Deed Agreement should be executed in Petitioner's name, and she should furnish a copy of the Decree to the lender.

110. The following information on the Parties' rental property in Wesley Chapel, Florida, is as follows:

- a. Address: Good Address Dr, Wesley Chapel, Pasco County, Florida 33545, United States.
- b. Tax ID: 12-34-567-890.
- c. Legal Description: Good Description, as recorded in Good Book 83, Pages 1–4 of the Good County Public Records.
- d. Date Acquired: October 8, 2021.
- e. Names on Title: Good Client and Opposing Party.
- f. Original Cost: \$449,900.
- g. Current Value: \$443,900.00 (Amounts Estimated: Yes).
- h. Estimation Basis: Zillow mid-estimate as of January 20, 2025.
- i. Disposal: Sole ownership should be awarded to Respondent.
- j. Mortgage Details:
 - i. Creditor: JPMorgan Chase Bank, N.A. – Home Loan Division, 3415 Vision Drive OH4–7214, Columbus, OH 43219.
 - ii. Names on Mortgage: Good Client and Opposing Party.

- iii. Date Mortgage Acquired: October 8, 2021.
- iv. Mortgage Balance: \$362,740.65.
- v. Monthly Payment: \$2,726.47.

111. The above-referenced rental property in Florida should remain the liability of both Parties under current loan terms (Loan #123456789), with Respondent solely responsible for the mortgage payments; the Deed Agreement should be executed exclusively in his name, and he should furnish a copy of the divorce decree to the lender.

112. The information of the Parties' rental property in Herriman, Utah, is as follows:

- a. Address: Good Address Dr, Herriman, Salt Lake County, UT 84096, United States.
- b. Tax ID: 12-34-567-890.
- c. Legal Description: Good Description, as per the official plat on file in the Salt Lake County Recorder's Office.
- d. Date Acquired: July 19, 2024.
- e. Names on Title: Opposing Party and Good Client.
- f. Original Cost: \$657,900.
- g. Current Value: \$770,000.00 (Amounts Estimated: Yes)
- h. Estimation Basis: The sale price of a comparable model home on the same road
- i. Disposal: Sole ownership should be awarded to Respondent.
- j. Mortgage Details:
 - i. Creditor: JP Morgan Chase Bank, N.A. – Home Loan, 3415 Vision Drive
OH4–7214, Columbus, OH 43219.

- ii. Names on Mortgage: Dharam Satyanarayana Vattikuti.
- iii. Date Mortgage Acquired: July 19, 2024.
- iv. Mortgage Balance: \$625,378.00.
- v. Monthly Payment: \$3,500.22.
- vi. Estimated: Yes (based on the original loan amount)

113. The above-referenced rental property in Herriman, Utah, should remain the liability of both Parties under current loan terms (Loan #123456789), with Respondent solely responsible for the mortgage payments and associated debt. He should furnish a copy of the divorce decree to the lender.

Personal Property

114. All personal property not specifically addressed herein should be divided according to the Parties' prior agreement.

115. The division of the Parties' vehicles should be as follows:

- a. 2015 Hyundai Sonata:
 - i. Owner (prior to divorce): Respondent.
 - ii. Date Acquired: September 16, 2016.
 - iii. Current Value: \$9,000.00 (Amounts Estimated: Yes).
 - iv. Basis of Estimation: Acquisition Date.
 - v. Ownership After Divorce: Respondent
- b. 2014 Toyota Avalon:
 - i. Owner (before divorce): D.C.U. Credit Union.
 - ii. Date Acquired: March 10, 2021.

- iii. Current Value: \$11,856.00 (Amounts Estimated: Yes).
- iv. Basis of Estimation: Acquisition Date by memory.
- v. Ownership After Divorce: Petitioner.
- vi. Lender: DCU Credit Union.
 - 1. Address: Good Address Dr, P.O. Box 9130, Marlborough, MA 01752-9130.
 - 2. Date Acquired: N/A.
 - 3. Amount Owed: \$2,000.00 (Amounts Estimated: Yes).
 - 4. Basis of Estimation: Balance based on recollection (Petitioner is not a borrower on the loan).
 - 5. Monthly Payment: \$136.37.
 - 6. Payment of Debt: Petitioner should pay the remaining loan balance to Respondent.
 - 7. Note: The title is currently in the bank's name and should be transferred to Petitioner.

Debts

- 116. The Parties are not aware of any debts incurred during the marriage.
- 117. However, should any debts exist, each debt should be the sole responsibility of the Party who incurred any such debt(s).

Business Interests

- 118. The Parties have no business interests to divide.

Financial Accounts

119. The Parties' financial accounts are as follows and should be disposed of as follows:

- a. Account Number 1234:
 - i. Type: Checking.
 - ii. Institution: JP Chase Bank, N.A.
 - iii. Address: PO BOX 182051, Columbus, OH 43218.
 - iv. Date Opened: August 1, 2014.
 - v. Balance: \$3,121.98.
 - vi. Estimated: No.
 - vii. Owners: Petitioner and Respondent.
 - viii. Division: 50% each.
- b. Account Number 1234:
 - i. Type: Checking.
 - ii. Institution: JP Chase Bank, N.A.
 - iii. Address: PO BOX 182051, Columbus, OH 43218.
 - iv. Date Opened: July 1, 2024.
 - v. Balance: \$10,126.95.
 - vi. Estimated: No.
 - vii. Owner: Petitioner,
 - viii. Division: 50% each.
- c. Account Number 1234:
 - i. Type: Checking.

- ii. Institution: Digital Credit Union.
- iii. Address: 853 Donald Lynch Boulevard, P.O. Box 9130, Marlborough, MA 01752.
- iv. Date Opened: January 16, 2020.
- v. Balance: \$9,440.00 (Estimated based on transaction history as of January 7, 2025).
- vi. Owners: Petitioner and Respondent.
- vii. Division: 50% each.

ALIMONY, SPOUSAL SUPPORT, AND OTHER BENEFITS

Alimony and Household Support

- 120. Petitioner needs alimony from Respondent.
- 121. Petitioner's ability to earn, after taxes, is \$6,194.88 per month.
- 122. Petitioner should be receiving child support each month in this case.
- 123. The difference between Petitioner's monthly net income, including child support, and her monthly expenses is \$0.00, which constitutes her monthly financial need.
- 124. Respondent's ability to earn is \$14,753.00 per month, based on his actual income sources or an imputation of potential income if he is not earning at his full ability.
- 125. In this case, Respondent should be paying child support each month.
- 126. The difference between Respondent's monthly net income and his monthly expenses, including child support, is \$5,730.35, which represents his ability to pay alimony each month.
- 127. Respondent and Petitioner have been married for 7 years and 5 months.

128. The value of real property during the marriage is \$1,885,000.00.

129. The value of personal property during the marriage is \$20,856.00.

130. The Court should also consider that, in April 2023, Petitioner discovered messages and suggestive photographs exchanged between Respondent and his cousin regarding an overnight hotel stay in India, that upon confrontation Respondent deleted these communications and sought forgiveness through a purported repentance process with an LDS Stake president, that on December 10, 2024, Petitioner's son reported that during a 2024 summer trip to India the cousin was present and observed sleeping arrangements raised serious concerns, and that a conspicuous red mark resembling a hickey was noted on Respondent's neck in June 2024, all of which raise significant concerns regarding Respondent's conduct and fidelity.

131. Respondent should pay Petitioner \$500.00 in alimony each month.

132. The reasons for this alimony amount include a very stressful marriage marked by betrayal, hidden finances, property damage, and verbal abuse such as being called a stupid lady and an idiot lady; the discovery on January 15, 2025, that over the past three years Respondent sent over \$100,000 to India without explanation; and the anticipated need to refinance the marital residence, which is expected to increase the monthly mortgage payment from approximately \$2,118 to \$2,800, with the alimony intended to help offset this increased expense.

133. Alimony should commence in the month immediately following the entry of the divorce decree.

134. The payment schedule should require that one half of the monthly alimony be paid by the 5th day of each month and the remaining half by the 20th day of each month.

135. Alimony not paid by the 5th day of the month should be considered past due on the 6th day, and alimony not paid by the 20th day should be regarded as past due on the 21st day, and if the Office of Recovery Services is engaged to collect child support then it should also collect alimony in accordance with its established payment schedule.

136. Respondent's alimony obligation should terminate at the earliest of three years from the entry of the divorce decree.

Retirement Plan

137. The Parties have retirement money.

138. The owner of the retirement money, known as the Plan Participant, should do whatever is necessary for both Parties to have full access to information about the pension plan, retirement account, money, and benefits.

139. This should include signing any forms needed for the release of information to the other Party, designated as the Alternate Payee.

140. If the Plan Participant receives any retirement benefits awarded to the Alternate Payee, the benefits should be held in a constructive trust for the Alternate Payee.

141. The Plan Participant should pay the benefit directly to the Alternate Payee within 5 days of its receipt.

142. Information on the pension plan and its division is outlined as follows.

- a. Account Number: 1234.
- b. Plan Name: Good Client.
- c. Plan Administrator: Good Administrator.
- d. Company Name: Good Company.

- e. Address: Unknown.
 - f. Date Opened: January 8, 2025.
 - g. Plan Value: \$19,000.
143. This plan is in the name of Petitioner.
144. The entire account should be awarded to Petitioner.

SURNAME CHANGE

145. Petitioner changed her surname as a result of the Parties' marriage.
146. Therefore, Petitioner should be allowed to change her surname if she desires.
147. Petitioner should also be allowed to keep her surname if she so desires.

DISPUTE RESOLUTION – MEDIATION

148. If disputes arise between the Parties regarding the provisions of this Petition or the Decree, the Parties should first attempt to mediate any disputes that arise after negotiating in good faith.

149. The costs of mediation should be borne equally by the Parties.

MISCELLANEOUS PROVISIONS

150. The Parties each agree to seek independent legal counsel to review and advise on the terms of this Petition before finalizing any agreements.

151. All discussions and negotiations regarding this Petitioner should remain confidential and only be discussed by the Parties and their respective legal counsel.

DUTY TO SIGN DOCUMENTS IMPLEMENTING THE DECREE

152. The Parties should execute all documents necessary to implement, accomplish, carry out, and complete all the provisions in the Decree to be entered herein.

153. Both Parties should be ordered to sign and fully execute whatever documents are necessary to implement the provisions of the Decree.

154. Any document executed pursuant to the aforementioned Rule 70 has the same effect as if executed by the disobedient Party.

PRAYER FOR RELIEF

WHEREFORE, Petitioner respectfully prays for the relief requested in this Petition, petitioning the Court to grant Petitioner a Decree as specifically pled for and pursuant to the terms set forth herein, as well as to award Petitioner her sought damages relating to Respondent’s misappropriation and embezzlement of marital funds.

DATED February 19, 2025.

/s/ Saul Goodman
Saul Goodman,
Attorney for Petitioner

VERIFICATION

Petitioner Good Client, under criminal penalty under the laws of the State of Utah, hereby declares and verifies that everything stated in this document is true and correct to the best of Petitioner’s knowledge and understanding.

Good Client
Name

/s/ Good Client
Signature

South Jordan, Utah
Signed at (City and State)

February 19, 2025
Date Signed