

The Order of Court is stated below:

Dated: February 02, 2015
03:14:36 PM

/s/ Todd M. Shaughnessy
District Court Judge



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**DISTRICT COURT OF THE STATE OF UTAH
THIRD JUDICIAL DISTRICT
SALT LAKE COUNTY**

<p>HEIDI LEE WHITE, Petitioner, -vs- DEREK BOYER WHITE, Respondent.</p>	<p>DECREE OF DIVORCE Civil No. 144906255 Judge Todd M. Shaughnessy Commissioner Kim M. Luhn</p>
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The above-entitled matter came before the Court for the entry of Findings of Fact and Conclusions of Law and Decree of Divorce. The parties have entered into a written Stipulation and Settlement Agreement, which they reached in full agreement, and the terms of which they state they intend to be incorporated into Findings of Fact and Conclusions of Law. . The Court having reviewed the Stipulation and Settlement Agreement and the Affidavit of Petitioner, having entered its findings of fact and conclusions of law, and based thereon, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Divorce. Petitioner and Respondent are hereby granted a mutual Decree of Divorce dissolving the bonds of matrimony from the other.

2. Children. The parties have two minor children born as issue of this marriage, namely: D.S.W. who was born March, 2003; and D.W. who was born August, 2007.

3. Jurisdiction. Utah has jurisdiction to make the initial children custody determination pursuant to UTAH CODE ANNOTATED 78B-13-101, et seq. The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children's care, protection, training, and personal relationships.

4. Legal Custody. The parties shall share legal custody of the minor children.

5. Physical Custody. Petitioner is awarded sole physical custody of the minor children.

6. Parent Time. Respondent shall exercise parent time as the parties agree. The parties currently agree that the children will have no overnights with Respondent, but will gradually work up to the statutory schedule as stated in UTAH CODE ANNOTATED 30-3-35.

7. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to UTAH CODE ANNOTATED 30-3-33 as the binding Parenting Plan. In addition the parties agree as follows:

- a. The parties will make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues, and if they cannot agree the parties will mediate before seeking the help of the court, with the parties sharing equally the cost of mediation;
- b. Both parties will have access to the children's school, church, and other records and will include the other party as the parent on such records. The parties will

notify one another within a reasonable time of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parties will be entitled to attend and participate fully;

- c. The parties will use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
- d. A party will notify the other party of injury or illness as soon as reasonably possible involving the children;
- e. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate his or her own relationship with these professionals;
- f. The parties will share information relating to doctors, dentists, appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;
- g. A party will notify the other party of any change of address, email address, cell phone number and telephone number within 24 hours of the change;
- h. The parent who has the children in his or her care will make minor day-to-day decisions regarding the children without having to consult with the other parent;
- i. For emergency purposes, whenever the children travels with either parent

overnight or longer, the following will be provided to the other parent:

- i. an itinerary of travel dates;
 - ii. destinations;
 - iii. places where the children or traveling parent can be reached; and,
 - iv. the name and telephone number of an available third person who would be knowledgeable of the children's location.
- j. The parties will work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;
- k. Special consideration will be given by each party to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either party which may inadvertently conflict with the parent-time schedule;
- l. Each party will permit and encourage, during reasonable hours, reasonable and uncensored communication with the children;
- m. The parties will not put the children in the middle. The parties will not discuss with the children adult issues including any legal or financial related issues with the children; the parties agree the minor children will not be used as a messenger;
- n. The parties will maintain safe and appropriate sleeping and living accommodations for the children;
- o. The party who is exercising parent time will provide the transportation of the

minor children;

- p. Neither party will question the minor children about the other party's activities, personal relationships nor how the other parent spends his or her time or money. Each party will be supportive and respectful of the other parent in the presence of the minor children;
- q. Both parties will be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other party. This includes any comments about the other party's actions that may be construed as having a negative impact on the other party's relationship with the children;
- r. The party with the minor children in his or her care will be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;
- s. Communication regarding the minor children will be directly between the parties and will not involve third parties; and,
- t. If the parties cannot reach an agreement on an issue regarding the minor children, the parties will mediate before seeking the help of the court, with the parties sharing equally the cost of mediation.

8. Relocation. In the event either party intends to relocate, the relocation statute, UTAH CODE ANNOTATED 30-3-37, shall govern.

9. Child Support. Petitioner's gross monthly income shall be imputed at \$1,257 per month. Respondent is self-employed and earns a gross monthly income of approximately \$19,692 per month. The parties have agreed to a 14% upward deviation of the sole custody worksheet and that Respondent shall pay Petitioner child support in the amount of \$3,000 per month. A copy of child support worksheet is attached to the parties' Stipulation and Settlement Agreement, which is on file

with this court. Child support of \$3,000 per month shall be paid in equal amounts on the 5th and the 20th of the month, unless the parties otherwise agree. Child support shall be paid by Respondent to Petitioner commencing February 1, 2015 and shall continue until the youngest child turns 18 years of age or graduates from high school in her normal expected year, whichever is later. The parties shall evaluate Respondent's yearly income at the close of each year for purposes of recalculating child support.

10. Medical Insurance. Petitioner shall continue to maintain medical insurance coverage for the minor children so long as it is available to her at a reasonable cost, and will pay the premium costs of said insurance. If at any point Petitioner is unable to maintain the medical insurance, and in accordance with UTAH CODE ANNOTATED 78B-12-212, insurance for the medical and dental expenses of the minor children will be provided by the party who can obtain the best coverage at the most reasonable cost.

11. Out-of-Pocket Medical Expenses. Respondent shall be responsible for all out-of-pocket medical expenses relating to the minor children, including co-pays, prescriptions, physical therapy, mental health therapy, dental, orthodontia, and eye care.

12. Daycare. The parties shall share equally in all necessary work-related or education-related children care costs for the minor children.

13. Extracurricular Activities. The parties desire that their children will be able to be involved in sports, dance, gymnastics and other extracurricular activities. They shall equally share the costs of such activities, provided they agree in advance, in writing, that the children will participate.

14. Surrogate Care. If neither party is unable to provide care for the minor children for a period of three or more consecutive hours, then the children shall be cared for by their maternal grandparents.

15. Alimony. Respondent shall pay Petitioner alimony in the amount of \$9,000 per month for a period of fifteen (15) years, commencing February 1, 2015 and ending January 31, 2030. Alimony is due one-half on the 5th and one-half on the 20th of each month. Alimony will automatically terminate on January 31, 2030, or upon the death of either party, the remarriage of Petitioner, or the cohabitation of Petitioner, whichever first occurs. Alimony is tax deductible to the payor and taxable to the payee. Additionally, Respondent shall increase the monthly alimony payment each year by 3 percent. If Petitioner returns to full time work, it will not be considered a substantial change of circumstance of Petitioner and there shall be no change in the alimony schedule herein.

16. Property Settlement. The parties own a business entitled Fusion Targets. Respondent is awarded the business free and clear from any claim by Petitioner, subject to a property settlement and paragraph 20 herein. Respondent shall pay to Petitioner the sum of \$3,000 per month as a property settlement to equalize the division of marital assets, personal property and business interests referred to herein. The monthly property settlement shall be paid to Petitioner for a period of fifteen (15) years commencing February 1, 2015 until January 31, 2030. Respondent shall indemnify and hold harmless Petitioner against any loss of the business.

17. Real Property. The parties have a marital home located at 15086 South Cedar Meadow Circle, Herriman, Utah 84096. Petitioner is awarded the exclusive use, custody and control of the marital home, free and clear of any claim of Respondent. Petitioner will live in the home without refinancing to remove Respondent's name until such time as the youngest child graduates from high school, the home is no longer used as a main residence by Petitioner and the children, or the home is sold. Petitioner shall be solely responsible for the payment of the expenses of the marital home, including the mortgage, HOA dues, taxes and insurance.

18. Parcel of Real Property. Within two years, Respondent shall quit claim all right, title and interest of the parcel of real property adjacent to the marital home to Petitioner.

19. Quit Claim Deeds. Respondent shall take all necessary steps to transfer to Petitioner his interest in the marital home and in the parcel of real property, including the quit-claiming of his interest, within ten (10) days from the entry of the Decree of Divorce.

20. Business Interest. The parties began a business during the course of the marriage entitled Fusion Targets. Respondent is awarded the business, with each minor child having 7.5 percent ownership of Fusion Targets, as “Class A” owners, making each child being entitled to profits as well as the assets of the company. Currently, Respondent will distribute the dividends or profits to the children once a year at the end of each year.

21. Personal Property. The parties own an extensive gun collection. Respondent is awarded the gun collection, in exchange for Petitioner receiving the lot adjacent to the marital home.

22. Household Property. Petitioner is awarded the household furniture, furnishings, and decorations currently in the home. The parties have equitably divided all other personal property.

23. Vehicles. The parties have a 2012 Honda Pilot and 2010 GMC 2500 crew cab. Petitioner is awarded the Honda Pilot, free and clear of any claim by Respondent and Petitioner shall indemnify and hold harmless Respondent of any debt associated with the vehicle. Respondent is awarded the GMC, free and clear of any claim by Petitioner and Respondent shall indemnify and hold harmless Petitioner of any debt associated with the vehicle.

24. Financial Accounts. The parties have a Certificate of Deposit (“CD”) for each child held at Jordan Credit Union, with each account having Petitioner and each child’s name listed. The CD’s shall be maintained for the children.

25. Retirement. Petitioner has a 401(k) retirement account solely in her name of approximately \$50,000 through Utah Retirement Systems. Petitioner is awarded her retirement account free and clear of any claim by Respondent.

26. Gold. The parties have various items of Gold which is awarded to Respondent, free and

clear of any claim by Petitioner.

27. Debt. The parties have a back tax liability in the amounts of \$34,117 (Federal) and \$7,757 (State). Respondent shall pay the liability by no later than December 1, 2015 and will indemnify and hold harmless Petitioner.

28. Debts. Each party shall assume any and all debt incurred in his or her own name and shall indemnify and hold harmless the other party for such debt, including the credit cards listed below:

a. Petitioner's credit cards:

i. Visa credit card with account ending #1588 through Jordan Credit Union with a balance owing of \$5,000.

b. Respondent's credit cards:

i. Visa card;

ii. Home Depot card; and

iii. American Express card.

29. Life Insurance. Respondent shall maintain a life insurance policy in the amount of 1.5 million, with Petitioner and the parties children listed as beneficiaries, until such time as the youngest child turns 21 years of age.

30. Tax Exemptions. Petitioner is awarded the right to claim the minor children as exemptions for the purpose of filing her Federal and State tax returns.

31. 2014 Tax Return. The parties shall file their 2014 Federal and State tax return jointly and shall file prior to April 15, 2015 to avoid any further tax penalties.

32. Back Taxes Owed. It is believed by the parties that they will have a tax liability for 2014.

Respondent shall be responsible for the payment of any 2014 taxes, business or personal, including those owed to the IRS and the State of Utah, and shall indemnify and hold harmless Petitioner as to the same.

33. Mediation. In the event of a material dispute, the parties shall mediate prior to seeking the help of the court.

34. Cooperation. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce to be entered by the Court.

35. Attorney Fees. Each party shall pay his or her own attorney fees and costs.

36. Voluntary. The parties acknowledge they signed the Stipulation and Settlement agreement freely and voluntarily without duress or coercion.

37. Representation of Counsel. Respondent acknowledges that the law firm of Kruse Landa Maycock & Ricks, represents Petitioner in this matter and cannot give any legal advice to Respondent. Respondent acknowledges that he had an opportunity to review this matter with counsel and has chosen not to retain counsel, but to proceed pro se.

38. Disclosure. The parties acknowledge that they have fully disclosed in their Stipulation and Settlement Agreement all material facts regarding their assets and liabilities. Any material assets not disclosed in the parties' Stipulation and Settlement Agreement discovered after the date of the settlement agreement shall be distributed one-half to each of the parties.

SO ORDERED

SIGNED BY THE COURT

As indicated by the electronic signature and seal atop page 1

Approved as to form:

/s/ Derek B. White (with permission)

DEREK B. WHITE

Respondent Pro Se

DATED: February 2, 2015

CERTIFICATE OF SERVICE AND CERTIFICATE OF COMPLIANCE
WITH RULE 4-202.09 OF THE UTAH RULES OF JUDICIAL
ADMINISTRATION RE: NON-PUBLIC INFORMATION

I hereby certify that, upon information and belief, all non-public information has been omitted or redacted from this public record. I also certify that on the 2nd day of February, 2015, I caused a true and correct copy of the foregoing to be served to the following:

Derek B. White
c/o Fusion Targets
1187 South 1480 West
Orem, Utah 84058
Email: srsdbw@aol.com

Court's Electronic Filing System

U.S. Mail

Hand Delivery

Email

/s/ Tauni Cancilla

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