

The Order of the Court is stated below:

Dated: January 10, 2019

/s/

KATIE BERNARDS-GOODMAN  
District Court Judge



02:00:07 PM

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**PRIVATE RECORD**

*Attorneys for Petitioner*

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

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KARLA DAWN GREENWOOD fka  
PARKINSON,

Petitioner,

vs.

RICHARD LUFKIN PARKINSON,

Respondent.

**FINAL CUSTODY AND PROPERTY  
SETTLEMENT ORDER**

CIVIL NO. 154900257  
JUDGE BERNARDS-GOODMAN  
COMMISSIONER TACK

The parties reached a *Stipulation and Settlement Agreement* for a *Final Custody and Property Settlement Order*. The Court, having reviewed the file and being familiar with the pleadings and other documents therein, and having reviewed the stipulation signed by both parties, entered its *Findings of Fact and Conclusions of Law* and being otherwise fully advised:

**HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

**Bifurcated Decree of Divorce.**

1. The parties were divorced by way of a Bifurcated Decree of Divorce on October 7, 2015, but are in need of a final order dividing the

marital estate.

**Children of Marriage.**

2. The parties have three (3) children together, but only one remains a minor, namely: A.D.P., born February 5, 2001.

**Custody and Parent-time.**

3. The parties shall have joint legal custody of the minor child pursuant to the *Parenting Plan*.
4. The parties shall have joint physical custody of the minor child.
5. Parent-time shall be as the parties can agree. In the event the parties are not able to agree, the parties shall exercise 50/50 custody on a week on/week off basis as follows:

	SUN	MON	TUES	WED	THURS	FRI	SAT
WEEK 1	Karla	Karla	Karla	Karla	Karla	Karla	Karla
WEEK 2	Richard	Richard	Richard	Richard	Richard	Richard	Richard
WEEK 3	Karla	Karla	Karla	Karla	Karla	Karla	Karla
WEEK 4	Richard	Richard	Richard	Richard	Richard	Richard	Richard

**Holiday Parent-Time.**

6. Holiday parent-time shall be pursuant to UTAH CODE ANN. §30-3-35 with Richard designated as the custodial parent for the designation of holidays only.

**Relocation.**

7. The parties shall follow the relocation statute, UTAH CODE ANN. § 30-3-37, if one of the parties relocates more than 150 miles or more away from the residence of the other.

**Transportation.**

8. Transportation for parent-time shall be as the parties can agree. In the event the parties cannot agree, the party beginning his or her parent-time shall be responsible for picking up the child.

**Parenting Plan.**

9. Restrictions.

- a. The parents shall not question the child about each other's personal relationships, financial spending, or otherwise use the child as a tool for discovery.
- b. The parents shall not use the child as a confidante to counsel with about their own personal problems—especially if the problem is related to the other parent.
- c. The parents shall not discuss adult issues with the child, including, but not limited to, legal proceedings. Furthermore, each parent has a duty to keep court paperwork in a secure location so that the child does not read it.
- d. The parents shall not make negative or derogatory comments about each other or about the child's grandparents, or other extended family members, to the child or within the child's range of hearing or on social media. Both parents shall have an affirmative obligation to remove the child from the presence of any third parties who make negative or derogatory comments

about either of the parents, the child's grandparents, or other extended family members, to the child or within the child's range of hearing or on social media.

- e. The parents shall not make derogatory remarks in the presence of the child regarding any school or extra-curricular activity, or any medical or mental health procedure, in which the other parent desires for the child to participate.
- f. The parents shall not ask the child to lie for them or to keep something secret from the other parent.
- g. The parents shall not engage in any action that would estrange the child from the other parent or impair the child's love or respect for the other parent.
- h. While the child is under their care and supervision, the parents agree to not drink alcohol to the level of intoxication or participate in any illegal drug activity.

10. Encouraged Actions.

- a. The parents are encouraged to maintain similar styles of discipline of the child so as to allow the child predictability.
- b. The parents are encouraged to speak about positive attributes of the other parent with the child.

11. Communication.

- a. All communication between the parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship with the other parent.
- b. The parents shall not use the child as a messenger but shall instead communicate with each other directly.
- c. The parents shall avoid any in person communication that might result in a conflict at a parent-time exchange and instead address the issue *via* telephone or email.
- d. Email and phone text are the preferred methods of communication; however, the parents may communicate as they both feel comfortable. Either of the Parents may limit communications to text and email for any reason, including, but not limited to, if one of the parents is being disrespectful or misquoting oral communications to the detriment of the other parent.
- e. Communication about the child shall be between the parents only. The parents shall not require each other to speak with his or her new boyfriend/spouse or girlfriend/spouse.
- f. Each of the parents shall be entitled to virtual parent-time communication with the child at reasonable times, frequency, and duration. The parents will not abuse this privilege as it is important that the child have time to

enjoy his parent-time with each of the parents.

- g. Each of the parents shall be entitled to correspond with the child through the mail and email, and the other parent will not censor or otherwise interfere with such correspondence.

12. Custody and Parent-time.

- a. Neither of the parents shall have the right to micro-manage each other's day-to-day care and control of the child while the child is not residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.
- b. The parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned and it is encouraged that the requesting party offer make-up parent-time when making the request—doing so will encourage trading favors and cooperation.
- c. The parents shall each have a place in their home for the child to comfortably sleep and for the child to keep her things.

13. Major Decision Making and Dispute Resolution.

- a. Each of the parents is empowered to make emergency decisions affecting the health or safety of the child without the consent of the other. However,

each of the parents has a duty to promptly notify the other, as soon as possible, of any illness or injury requiring a doctor's care.

- b. The parties agree the child shall remain in their current school district, shall continue with her current medical providers and current treatments, and current activities unless there is a significant change in circumstances.
- c. It is anticipated that parental decisions shall be required for major issues, including but not limited to educational, medical, and religious issues in raising the child. If and when a major issue arises, the parents shall address the issues together. Each of the parents shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parents may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. If either party does not agree that party shall have the right to take the matter before the court prior to a decision being made.

14. Sharing Information and Cooperation.

- a. Each parent shall exchange information concerning the health, education, and welfare of the child. Specifically, this shall include a copy of any insurance cards, policies, and network providers within 10 days of this agreement.
- b. Each parent shall notify the other parent if the child has a disciplinary or significant social issue at school.



- c. Information concerning the child's school shall be exchanged between the parents upon receipt of the same.
- d. Each parent shall inform the other of all major activities/events the child will be participating in as soon as reasonably possible so the other parent will have the opportunity to attend the activity or special event.
- e. Each of the parents is responsible for arranging meetings with teachers, if the parents' and teachers' schedules permit, the parents may choose to attend conferences together.
- f. Each of the parents shall have access to educational and health care records of the child.
- g. Each of the parents shall immediately advise the other parent in writing of any change of address, email, telephone number or other information pertinent to communication.

15. Medical and Mental Health Care.

- a. Each of the parents shall inform (within 48 hours) each other of any instance where the child was or has become ill while in the parent's care or where the parent scheduled or took the child to a routine, non-routine, or emergency medical or mental health care visit while in the parent's care. Both Parents shall be entitled to be present at and to participate in any appointment with any medical or mental health care provider.
- b. Each of the parents shall have an equal right to access of all medical and

mental health care information concerning the child.

- c. Each of the medical and mental health care providers to whom a parent takes the child for any medical care shall be of neutral standing to that parent. This means that the parent shall not have a past, present or anticipated future familial, business, or employment relationship with the provider.
- d. No mental health care which is forensic in nature is permitted without written consent of both parents (a custody evaluator should be appointed if this becomes necessary and a substantial change in circumstances can be shown). Any mental health care provider selected for nonforensic therapy shall be licensed and be specialized in working with child and agreed upon by both Parents.
- e. The parties shall immediately engage Sherstin Nielson as a therapist for the minor child.
- f. The therapist may hold confidential any information he or she chooses.

16. Travel. Whenever traveling with the child overnight, each of the parents shall give to the other parent reasonable notice of: (a) an itinerary of travel dates and locations; (b) a telephone number whereby the parent can reach the child during travel; and (c) the best time for the parent to call the child or when the child will call the parent. The parties shall provide one another with reasonable

advanced notice of any time the other party intends to travel overnight away from home with the child.

17. Additional Costs for Child. The parties shall equally divide the cost for the child's school fees, school lunches, registration costs. Extracurricular activities, as the parties mutually agree upon ahead of time in writing.

18. Performance and Enforcement.

- a. Good Faith. The parents shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.
- b. Contempt. Both parents have a right to request the court, under oath, to hold the other parent in contempt if he or she violates this parenting plan. Punishment could include a fine or imprisonment and if found in contempt shall include an award of attorney fees. If contempt is not found and the Court deems the request for contempt frivolous the Court shall award the defending parent his or her attorney fees.

**Dispute Resolution**

19. If a disagreement arises regarding the parties exercise of custody and parent-time with the child, the parties shall continue to use their best efforts to amicably resolve such disagreements through appropriate communication with one another, and in all events they shall resolve such disagreements according to the procedure outlined in the

*Parenting Plan*, with the exception that either parent should be allowed to immediately apply to the Court for relief if that parent has a substantial factual basis to believe that Court involvement is immediately necessary to protect the child from abuse.

20. If a dispute arises between the parties that concerns an issue that is not financial in nature, prior to involving the Court, the parties shall be required to attend mediation with a mutually agreed-upon qualified mediator, with each party paying one-half the expenses associated therewith. This mediation shall occur at a mutually agreeable place and time within thirty (30) days of written request by either party, subject to the mediator's availability. If one of the parties refuses to mediate, this requirement is waived and the parties may proceed to court. If the Court orders the parties to mediate at the hearing caused by the refusal of one of the parties to mediate, the party who refused to mediate shall pay for all of the mediator's fees.

**Tax Exemptions.**

21. Karla shall claim A.B.P. as a dependent for income tax purposes every year.

**Child Support.**

22. Karla is currently working and earning \$2,513 gross per month.  
Richard is currently working and earning \$2,990 gross per month.

Based upon the joint custody child support worksheet with Karla having 183 overnights and Richard having 182 overnights, Richard would pay Karla \$38 each month in child support. However, since the parties are sharing equal 50/50 custody, the child support is minimal, and the minor child emancipates in less than one year, the parties agree that no child support obligation is payable.

23. Child support is payable half on the 5<sup>th</sup> and half on the 20<sup>th</sup> of each month. The child support order shall include, as a means of collecting child support, an order for withholding income pursuant to UTAH CODE ANN. § 62A-11-501-504, with any costs required by the Office of Recovery Services, or any other withholding agency being the responsibility of the Respondent.

**Alimony.**

24. Both parties have the ability to financially support themselves. Neither party shall be awarded alimony from the other now or in the future and the issue is forever waived.

**Medical Costs.**

25. Karla shall be responsible for maintaining health, hospital, and dental insurance for the minor child if available for a reasonable cost. The Petitioner's healthcare and dental insurance for the minor child shall be considered primary coverage, and the Respondent's healthcare and

dental insurance shall be considered secondary coverage.

26. Karla shall pay the cost for the child's health and dental insurance premiums.

27. Both parents shall share equally in any additional uninsured routine medical and dental expenses [including but not limited to one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma] as well as other reasonable and necessary uninsured medical and dental expenses of the minor child, in accordance with UTAH CODE ANN. §78B-12-212(6).

28. The party incurring a healthcare expense on behalf of the parties' minor child shall provide written verification of the cost and payment to the other party within thirty (30) days of the payment. The other party shall have thirty (30) days from receiving notice to reimburse the party who incurred the expense.

29. Both parties shall be considered current on medical insurance premiums and out-of-pocket medical expenses for the minor child as of January 1, 2019.

**Real Property.**

30. During the course of the marriage, the parties acquired a home and

real property located at 10708 S. Pine Grove Way, South Jordan, Utah. The real property and its indebtedness thereon, to include but not limited to any second mortgages, home modification loans, and home owner association fees, shall remain Richard's sole property and he shall hold Karla harmless from any liability of this debt.

31. Richard shall be solely responsible for the utilities and home owner association fees and/or arrears associated with the home and shall hold Karla harmless.

32. Karla shall execute a Quitclaim Deed within 7 days.

**Personal Property.**

33. Personal property shall be awarded as it is currently divided. Richard shall provide the family photo albums and videos to Alexis or Stephen to give to Karla. Karla shall make copies for Richard and will keep the originals, within 90 days.

34. Richard shall give Karla access to all family digital photographs and videos within 90 days.

35. The parties shall each be awarded the vehicles titled in his and her own name and shall be responsible for the all the costs associated with the vehicle and shall hold the other harmless.

**Retirement Assets.**

36. During the course of the marriage the parties acquired his or her own

retirement accounts. The parties shall each be awarded any and all retirement accounts in his or her own name free and clear of any interest of the other party.

**Debts and Obligations.**

37. Unless already specified above, the parties shall each be responsible for the debt in his or her own name acquired during the marriage. Any debts incurred after the parties' separation on or about November 14, 2014 shall be the responsibility of the party who incurred the debt. The parties are restrained from incurring any new debt in each other's name.

**Bank Accounts.**

38. The parties are each awarded his or her own bank accounts.

**Costs and Attorney Fees.**

39. Each of the parties is responsible for their own court costs and attorney fees incurred in this matter.

**Restraining Order.**

40. Both parties are mutually restrained from bothering, harassing, assaulting, threatening or harming the other party.

**Miscellaneous Provisions.**

41. The parties shall provide a certified copy of the final *Decree of*



*Divorce* to all creditors pursuant to UTAH CODE ANN. § 30-3-5(1)(c) and §15-4-6.5, and do any follow-up necessary to effectuate these statutes. With respect to either party who is not ordered to make payments under UTAH CODE ANN. § 30-3-5 and § 30-4-3 on the joint obligation, no negative report under UTAH CODE ANN. § 70C-7-107 and no report to 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 ANN. § 15-4-6.5(2), unless the creditor has made a demand on the joint obligor not ordered to pay the debt for payment because of the failure to make payments by the joint obligor ordered to make the payments.

42. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the final order.

*[Court signatures to appear on the top of the first page]*

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
Richard Lufkin Parkinson  
Respondent  
Dated this \_\_\_\_ day of \_\_\_\_\_, 2018

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Final Custody and Property Settlement Order  
Parkinson v. Parkinson  
ALAND STANGER, PC

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**RULE 7 NOTICE**

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing document will be submitted for signature at the expiration of seven days plus three days for mailing unless written objection is filed within that time period.

Dated this 20th day of December, 2018.

/s/ Melissa A. Aland  
Melissa A. Aland  
*Attorney for Petitioner*

**CERTIFICATE OF MAILING**

I HEREBY certify that on this 20th day of December, 2018, a true and correct copy of the foregoing document was served by email to the following:

Richard Lufkin Parkinson  
Respondent  
onerichsong@gmail.com

/s/ Melissa A. Aland