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4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
75 E 80 N Ste 202, American Fork, UT 84003

AUDRA ANN RASMUSSEN,
Petitioner,

v.

AARON D. RASMUSSEN,
Respondent.

: **DECREE OF DIVORCE**

:
: **114100210**
: Civil No. ~~114402189~~
: Judge **LOW**
: Division No.
: Commissioner Thomas Patton

This matter comes before the court for a final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent be, and the same are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.

3. Marriage Statistics. Petitioner and Respondent were married on June 12, 1996, in Laguna Hills, California, and are presently married.

4. Children. There have been four children born as issue of this marriage:

Name	Date of Birth
A.E.R.	June 1996
A.J.R.	March 2002
A.S.R.	May 2007
A.D.R.R.	April 2009

5. Pursuant to the protective order entered in CV#114402189, the Respondent is not entitled to parent time with the children. The protective order will be modified to allow the Respondent parent time as indicated herein.

6. Custody/Parent time. The Petitioner is awarded sole physical custody of the minor children of the parties, subject to the Respondent's right to parent time with the children in accordance with U.C.A. §30-3-35 of the Utah Code Annotated, 1953, as amended. Utah is the home state of the minor children. The Respondent's midweek visit will occur on alternating Mondays (on the week when he does not have the children on the prior weekend), commencing November 14, 2011, and on Tuesday each week. Respondent's midweek visit will occur from after school until 8:30p.m. The Respondent's alternating weekends will commence November 4, 2011.

a. Each party will pay ½ of all mutually-agreed upon extracurricular activities for the minor children, which will be payable when they register the child for the activity.

b. When transporting the children, each party will be responsible for assuring that the children are properly restrained.

c. All pick up and drop off of the children will occur at curbside. This means that the Respondent may get out of his vehicle but be able to touch his vehicle at all times. The Petitioner may come out of the front door but will be able to touch the front door at all times.

d. The Petitioner may obtain passports for the minor children and allow them to travel without the need for Respondent's approval. The Petitioner will give Respondent notification of any travel for the minor children. Each parent shall provide notice in accordance with U.C.A. 30-3-36 when either party travels with the children.

e. The parties are awarded joint legal custody of the minor children. The parties will notify each other of major medical and educational issues in the lives of the children. If the parties reach an impasse in regard to major decisions in the lives of the children, the Petitioner will make the final decision. As long as the protective order remains in place, all communication regarding children issues only will be through Respondent's sisters, Kristina Glasgow or LuAnn Thresher. (The Protective Order will be modified to reflect this change.) If the protective order is no longer in place, the parties will communicate through email only not to exceed one email per week, unless there is an emergency. Both parties can communicate with the children on their cell phones.

f. The Respondent is allowed to attend the children's organized extracurricular activities.

g. Both parties will be entitled to attend Parent/Teacher Conferences.

h. Both parties will have access to medical, dental, and educational records.

i. Neither party will make disparaging comments about the other parent or the other parent's family in the presence of the minor children or allow third parties to do so.

j. Both parties have the ability to attend the children's extracurricular activities and the Respondent may perform coaching duties, as appropriate.

7. Child support. The Respondent has had historical income of up to \$160,000. However, at present, his income will be imputed at \$2,916 gross monthly income per month. The Petitioner's gross monthly income is imputed at minimum wage of \$1256. The Respondent's child support obligation is \$939 per month. The child support obligation of Respondent is effective November 1, 2011. Unless the Court orders otherwise, support for each child terminates at the time: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. §78A-6-801-805. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month. After January 1, 2012, the Petitioner may request that Respondent's income and child support be reviewed without the need to file a Petition to Modify or to show a material and substantial change of circumstances. For the November 2011 payment of child support, the Respondent can pay said amount in full on the 20th day of November or when he receives his commission check, whichever first occurs.

a. Reduction When Child Becomes 18. In accordance with Utah Code

Annotated §78B-12-219, when a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically reduced to reflect the lower base combined child support obligation shown in the table, as set forth in Utah Code Annotated §78B-12-301 as amended, for the remaining number of children due child support. The award may not be reduced by a per child amount derived from the base child support award originally ordered.

b. Child Care Expenses. If family members provide the child care, there will be no charge for daycare to the other party. In family members are not providing the child care, the parties shall adopt Utah Code Annotated §78B-12-214 as follows:

(1) Each parent shall equally share the reasonable work-related child care expenses for the minor children.

(2) If an actual expense for child care is incurred, a parent shall begin paying their share within thirty (30) days of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

(3) A parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parties will pay their share of the child care within 10 days of receipt of verification that expenses were incurred.

(4) The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the

change. A parent incurring child care expenses shall be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to notify the other parent within said 30 days.

8. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212. The children are currently not covered by health insurance. When Respondent has health insurance and dental coverage for the children available through his employment, he should immediately begin and maintain health insurance and dental coverage for the children.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium,

or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

e. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subsection (d).

f. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

9. Alimony. Neither party is awarded alimony. The Petitioner waives the right to receive alimony in exchange for the equity in the home.

10. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. The parties will attempt to equally divide the personal property. If the parties are unable to reach agreement, the issue is reserved. Each party will receive ½ of the monies received from Keith Rasmussen or his businesses. All documentation about this account will be given to both parties.

a. During the course of the marriage, the parties acquired separate checking and savings accounts. Each party is awarded the money in his or her separate checking, and/or savings accounts as his/her sole separate property with no claim by the other party.

b. On November 3, 2011, at 5:00p.m., the Respondent may appear at the Petitioner's home to obtain his clothing which will be placed in boxes for him.

11. Real Property.

a. 10116 North 6300 West, Highland, Utah. During the course of the marriage, the parties acquired real property located at 10116 North 6300 West, Highland, Utah. The Petitioner is awarded all right, title, and interest in and to said real property. The Respondent hereby waives any right, title, or interest he may have in said real property. The Respondent shall execute a Quit Claim Deed to transfer all his right, title, and interest in and to said real property to Petitioner.

b. 1533 North Fitzgerald Land, Lehi, Utah. During the course of the marriage, the parties acquired real property located at 1533 North Fitzgerald Land, Lehi, Utah. The Respondent is awarded all right, title, and interest in and to said real property. The Petitioner hereby waives any right, title, or interest she may have in said real property.

12. Life Insurance. The Respondent is ordered to maintain in full force and effect a life insurance policy on his life if it is available through his employment at reasonable cost. During such period the Respondent is ordered to designate the children as beneficiaries on said life insurance policy. The Respondent shall submit once a year to the Petitioner proof that the policy is in full force and effect.

13. Retirement and Savings. The Respondent has ALLOY/GMAC pension, 401 (k), savings, and/or profit sharing plans through his place of employment or otherwise. The Petitioner shall receive one-half of all benefits accrued pursuant to such plans during the marriage. The Respondent represents there have been no withdrawals from the retirement for no less than one year prior to the date the Petition for Divorce was filed but, if any withdrawals were made, the Petitioner will receive one-half of any such withdrawals. A Qualified Domestic Relations Order shall be prepared by Petitioner's attorney. The parties understand it is Petitioner's responsibility to cause that the Qualified Domestic Relations Order be prepared and that the cost of preparation must be paid before the QDRO can be prepared. The Respondent is enjoined from withdrawing, transferring, pledging, or borrowing such benefits until an entry and acceptance of a QDRO by Plan Administrators. In the event that the Owner (Participant) receives any of the benefits awarded to the Alternate Payee from this pension plan or retirement account, the Owner (Participant) shall receive that benefit in the form of a constructive trust for the Alternate Payee and the Owner (Participant) is ordered to pay the benefit directly to Alternate Payee within thirty days of its receipt.

14. Dependency Exemptions. The parties shall equally divide the dependency exemptions for the parties' minor children as follows:

a. While there are four minor children, each party will receive two children as dependency exemptions.

b. When there are three minor children, the parties will each be awarded one child as a dependency exemption. The parties will alternate the dependency exemption for the third minor child. The Petitioner will be entitled to claim the third minor child as a dependency exemption during odd numbered tax years, and the Respondent will be entitled to claim the third minor child as a dependency exemption during even numbered tax years.

c. When there are two minor children, each party will receive one child as a dependency exemption.

d. When there is only one minor child, the parties will alternate the dependency exemption for the minor child. The Petitioner will be entitled to claim the minor child as a dependency exemption during odd numbered tax years, and the Respondent will be entitled to claim the minor child as a dependency exemption during even numbered tax years.

e. The Respondent's right to claim the children will only be given to him if he is current in his child support obligations by December 31st for the tax year that he is claiming the children as dependents for tax purposes.

15. Attorney's Fees and Costs. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

16. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

17. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

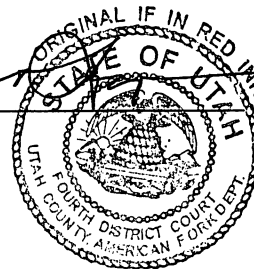
18. Divorce Education Class. The parties will take the Divorce Education Class or Divorce Orientation Class within 30 days of the date the Stipulation is signed.

DATED this 30 day of Dec., 2011.

BY THE COURT:



JUDGE



Approved as to form:

KRISTY HANSON
Attorney for Respondent

NOTICE TO RESPONDENT'S ATTORNEY

TO: KRISTY HANSON

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the Fourth District Court for signature, upon the expiration of five (5) days from the date of this Notice, plus three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P.7(f)(2).

Dated this 6th day of December, 2011.



MARILYN MOODY BROWN
Attorney for Petitioner

CERTIFICATE OF MAILING

I hereby certify that on this 7 day of December, 2011, I mailed a true and correct copy of the foregoing Decree of Divorce, postage prepaid, to the following:

Kristy Hanson
Attorney at Law
3319 N University Ave
Provo, UT 84604

