


BRET W. RAWSON (Bar No. 11083)
DARIN B. GOFF (Bar No. 11355)
NATE N. NELSON (Bar No. 13307)
RAWSON & GOFF, PLLC
6788 South 1300 East
Salt Lake City, UT 84121
Telephone: (801) 432-8360
Fax: (801) 999-4603
Email: brawson@rawsongoff.com
Attorneys for Petitioner

FILED DISTRICT COURT
Third Judicial District

NOV 29 2011
SALT LAKE COUNTY
By  Deputy Clerk

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

LINDA HOLLAND,

Petitioner,

v.

DAVID HOLLAND,

Respondent.

**JUDGMENT AND DECREE OF
DIVORCE**

Case No. 11405173

The Honorable Judge Glenn Iwasaki

Respondent was served with a copy of the Verified Complaint for Divorce on October 3, 2011, and has stipulated to waive any and all objections or appearances in this matter and to submit to a judgment entered pursuant to the terms of the Divorce Decree Stipulation (hereinafter the "Stipulation"), attached hereto as **Exhibit "A"**.

The Court, having found and entered its Findings of Fact and Conclusions of Law, having reviewed the file in this matter, and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED, AND DECREED:

DIVORCE

1. The Petitioner is hereby awarded a Decree of Divorce from Respondent, such to become final upon signature and entry herein.

CUSTODY / PARENTING PLAN

2. There have been five (5) children born or adopted of this marriage. The initials, birth month, and birth year of each child are listed below:

Child's Initials	Month and Year of Birth
G.H.	August 2001
E.H.	November 2003
B.H.	February 2006
D.L.H.	April 2008
D.J.H.	July 2010

3. Petitioner and Respondent shall share joint legal and physical custody of the children. Parenting time shall be shared pursuant to the Stipulation of the parties, as set forth herein.

a. The parents will discuss with each other and mutually decide the significant decisions regarding the children, including, but not limited to, the children's education, health care, and religious upbringing. Either parent may make emergency decisions regarding the health and safety of the children.

b. Day to day decisions regarding the care, control, and discipline of the parties' children will be made by the parent with whom the children are residing at the time.

c. Any parental duties or rights not specifically addressed in this plan should be discussed and mutually decided by both parents.

d. Should the parties have a dispute regarding parenting of the children Petitioner will make the final decision.

e. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service.

Should the parents be unable to agree upon a mediator or mediation service, the parent requesting mediation will arrange for mediation through a court-approved mediator or mediation service. A written record shall be prepared of any agreement reached in mediation and a copy provided to each parent. The parents shall share the costs of mediation equally.

f. No dispute may be presented to the Court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or Court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the Court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed upon method of dispute resolution.

g. If the Court finds that a parent has misused or frustrated the dispute resolution process without good reason, the court may award attorney's fees and

financial sanctions to the prevailing parent. If a dispute is brought before the Court and there is no finding of “use or frustration of the dispute resolution process without good reason,” the Court may order that costs be shared equally and that each parent pay his or her own attorney’s fees, or in the court’s discretion the Court may award costs and attorney’s fees to the prevailing parent. The Court has the right of review from mediation, counseling, and arbitration.

h. The children shall reside in Petitioner’s home 254 overnights each year.

i. The children shall reside in Respondent’s home 111 overnights each year.

j. Respondent shall have custody of the children Tuesday afternoon to Wednesday morning, and Friday afternoon to Saturday morning one week, and Saturday morning to Monday morning the following week. This arrangement will continue indefinitely until each of the Children turn eighteen years old.

k. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan shall not be affected.

l. The parties understand that Pursuant to Utah Code § 30-3-10.2(4) and 35A-3-1 *et seq.*, selecting a joint physical custody arrangement may result in denial of state cash assistance for the parties and the parties' children through the TANF/FEP program.

CHILD SUPPORT

4. Respondent shall pay to Petitioner child support in the sum of \$1,919 per month, beginning the month the Judgment and Decree of Divorce containing an order for child support is executed by this Court. A prorated amount shall be paid if the Judgment and Decree of

Divorce is signed after the first day of the month.

- a. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year 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 Utah Code §78A-6-801.
- b. At the time a child is no longer eligible to receive child support, the child support amount for the remaining children who are eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for that number of children. This shall be done by using the appropriate calculation and worksheet pursuant to Utah Code § 78B-12-202 *et seq.* The child support for the remaining children may not be reduced by a per child amount, that is, the obligor parent may not divide the base child support award by the number of children and subtract that amount from the prior child support obligation.
- c. It is reasonable and proper that Petitioner should pay child support, other than any court-ordered child care costs, in two equal installments on or before the 5th and 20th of each month unless the custodial parent uses the Office of Recovery Services to collect support, and depending upon the payroll administration of the obligor's employer subject to the terms of subparagraph (d), *infra*.

- d. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62-11, parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the parent with the child support obligation may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding should apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services (“ORS”) until such time as the parent with the child support obligation no longer owes child support. Payments made under this section shall be sent to the Utah State Office of Recovery Services (P.O. Box 45011, Salt Lake City, Utah 84145-0011), unless the Office of Recovery Services notifies Respondent that payments should be sent elsewhere.
- e. Should mandatory income withholding be implemented, child support shall be due on the first day of each month and delinquent if received any time thereafter. All administrative fees and costs of income withholding assessed by ORS shall be paid by the obligor.
- f. The issue of child support arrearages may be determined by further judicial or administrative process.
- g. It is reasonable and proper that each party shall inform the other, and ORS, within ten (10) days of any change in his or her income.

TAX DEDUCTIONS AND REFUNDS

- 5. Respondent shall be entitled to claim all five (5) children as dependents on his individual

tax returns each year, and Petitioner shall receive half of Respondent's yearly tax return, but in no case less than \$2,000, regardless of whether any tax return is received. It is reasonable and proper that \$2,000 be paid to Petitioner no later than July 15th of each year. Further, it is reasonable and proper that Respondent's obligation to pay Petitioner terminates when all of the children have turned eighteen years old and/or can no longer be claimed as dependents.

HEALTH INSURANCE & MEDICAL EXPENSES

6. Respondent shall maintain health and accident insurance for the benefit of the children through his employer; this expense shall not result in a modification of the base child support amount of \$1,919 per month.

7. Respondent shall notify Petitioner of any change of insurance carrier or benefits within thirty (30) days of receiving notification of such change.

8. The parties shall share equally the children's uninsured (out-of-pocket) medical, dental, and vision expenses, including deductibles and co-payments incurred for the children and actually paid by either of the parties.

a. It is reasonable and proper that the party who incurs the out-of-pocket medical expenses shall provide written verification of the cost and payment of such medical expenses to the other party within thirty (30) days of payment, and the non-paying party shall provide reimbursement to the paying party within thirty (30) days of receiving said verification.

b. It is reasonable and proper that failure to provide written verification of the cost and payment of work-related child care expenses to the other party within thirty (30) days of payment constitutes a forfeiture of the right to recover

said expenses.

LIFE INSURANCE

9. Respondent shall maintain life insurance on his life in the amount of \$300,000 until all of the children have turned eighteen (18) years old, and that Petitioner be named as the sole beneficiary of said life insurance policy.

WORK RELATED CHILD CARE EXPENSES

10. The parties shall divide equally and pay half of the work-related childcare expenses of the minor children. Each party shall pay his or her portion of childcare expenses within thirty (30) days of the presentation of proof of payment of the expense incurred by the other party.

a. Failure to provide written verification of the cost and payment of work-related childcare expenses to the other party within thirty (30) days of payment constitutes a forfeiture of the right to recover said expenses.

ALIMONY

11. It is fair and reasonable that Petitioner be awarded alimony in the amount of \$1,700 per month for fifteen (15) years or until Petitioner remarries based on: (i) Petitioner's financial declaration, (ii) Petitioner's work history, and (iii) Respondent's ability to pay. Alimony should begin the month the Court executes the Judgment of Decree of Divorce. If the Decree is signed after the 1st of the month a prorated amount shall be paid for that month.

DEBTS

12. The only debts the parties have are (i) a past due tax assessment, (ii) a lease on an apartment, and (iii) a mortgage on the marital home. Respondent shall pay the past due taxes and the November, December, and January lease payments on the apartment, and Petitioner shall

assume and pay any and all debt associated with the mortgage, as Petitioner will remain in the marital home and take over payments associated with the same. Each shall hold the other harmless and free from liability for the debts assigned to the parties as set forth above.

DIVISION OF PERSONAL PROPERTY

13. The parties shall divide personal property acquired during the marriage as follows:

a. To Petitioner:

- i. The Chevy Suburban
- ii. The Proscan Flat Screen Television
- iii. The computer assembled by Respondent in the parties' bedroom
- iv. The Blend-Tech
- v. The Rice Cooker
- vi. The Wii

b. To Respondent

- i. The Honda Hatchback
- ii. The Nissan Pathfinder
- iii. The Vizio Flat Screen Television
- iv. The computer in the living room

c. It is fair and reasonable that all other personal property acquired during the marriage be divided as determined by the parties and that both shall make a good faith effort to divide said property.

DIVISION OF EQUITY IN MARITAL HOME

14. During the course of the marriage the parties acquired real property located at 14058

South Lewiston Peak Drive, Riverton, Utah 84096, parcel no. 32-01-380-007.

a. Respondent shall be required to vacate the marital property within ten days of the execution of the Stipulation and execute a quitclaim deed assigning ownership of the marital home to Petitioner in fee simple absolute.

b. Petitioner shall be entitled to any and all equity in the marital home, notwithstanding the fact that the equity may have accrued during the parties' marriage.

15. Respondent shall receive the entirety of his pension, profit sharing, and/or retirement benefits.

16. Petitioner's name shall remain Linda Holland.

17. Respondent is hereby ordered to pay Petitioner's outstanding attorney's fees, as well as all court costs and service fees incurred as a result of this action, an amount totaling \$4,450.48; Respondent agrees to make payments of \$1,200 on the eighteenth (18th) of each month with the first payment to be made November 18, 2011.

18. The parties shall resolve any future disputes not addressed by the Stipulation through mediation, unless both parties agree in writing to a different method of dispute resolution. It is fair and reasonable that the parties share the cost of mediation.

19. If either party fails to comply with a provision of the Stipulation, the other party's obligations are not obviated or otherwise affected.

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

a. Should a party fail to execute a document within sixty (60) days of the

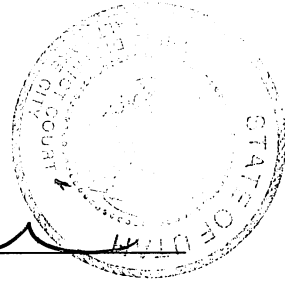
entry of the Judgment and Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah R. Civ. P. Any document executed pursuant to this section has the same effect as if executed by the disobedient party.

DATED this 29th day of ~~October~~ ^{Nov.} 2011.

BY THE COURT:



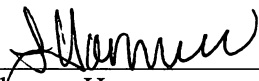
District Court Judge



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21 day of October, 2011 I caused to be served a true and correct copy of the above **JUDGMENT AND DECREE OF DIVORCE**, by the method indicated below, to the following:

David Holland <i>Pro Se</i> 14058 S. Lewiston Peak Drive Riverton, Utah 84096	<input checked="" type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile
--	--



Shauna Harmon