# A PROFESSIONAL CORPORATION OF ATTORNEYS & COUNSELORS AT LAW ALLEN, RICHARDS, and PACE, P.C. 2550 WASHINGTON BLVD., OGDEN, UT 84401 OLD COURTHOUSE BUILDING, SUITE 300

## JONATHAN B. PACE #6958 OF ALLEN, RICHARDS & PACE

A Professional Corporation Attorneys for Petitioner

2550 Washington Blvd., Suite 300

Ogden, Utah 84401

Telephone: Facsimile:

(801) 393-9600

E-mail:

(801) 399-4194 lawyer@arplegal.com DEC 30 2011

JAN 11 2012

SECOND DISTRICT COURT

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY FARMINGTON DEPARTMENT, STATE OF UTAH 800 West State Street, P.O. Box 769, Farmington, UT 84025

JOHANNA STOCK,	)	DECREE OF DIVORCE
Petitioner,	)	
vs.	)	Civil No. 114500150
ANTHONY "KIPP" STOCK,	)	Civil No. 114700150 Judge MICHAEL G. ALLPHIN Commissioner David S. Dillon
Respondent.	)	Commissioner David S. Dillon

This matter came before this Court by way of Mediation Agreement and Affidavit of Jurisdiction and Grounds. Throughout these proceedings Petitioner has been represented by Jonathan B. Pace and Respondent has acted pro-se.

After reviewing the pleadings on file herein, including the Mediation Agreement and the Affidavit of Jurisdiction and Grounds, and being fully advised in the premises herein;

# IT IS ORDERED, ADJUDGED AND DECREED that:

Irreconcilable differences have arisen which have **GROUNDS:** 1. depleted the legitimate bond of matrimony and the parties are hereby granted a decree of divorce from one another on those grounds, the same shall become final upon signing and entry by this Court.

**CUSTODY & PARENTING TIME:** Four (4) children have been born 2. as issue of the parties' marriage, to wit: P.A.S., born 11/13/1996; B.C.S., born 12/28/1998; C.G.S., born 02/05/2002; and A.M.S., born 08/10/2005. The parties will share joint legal and joint physical custody of the minor children with Respondent having the minor children three (3) nights per week and Petitioner having the minor children four (4) nights per week.

The parties will share holidays as they may agree; however, should a disagreement arise regarding holiday parenting times, they will follow standard guidelines for holiday division found at U.C.A. §30-3-35 (Exhibit "A") with Petitioner being designated as the custodial parent and the Respondent being designated as the non-custodial parent to determine the holiday rotation.

- The parties have each approved the parenting **PARENTING PLAN:** 3. plan attached hereto as "Exhibit B" and agreed to be fully bound by the terms of the plan. The Parenting Plan is hereby adopted by the Court and shall be treated as an Order of the Court as if it were fully written out herein.
- **MISCELLANEOUS PROVISIONS:** In addition to any other provisions 4. contained in their parenting plan, the parties shall abide by the following provisions:
  - The minor children will meet with a therapist to determine if any a. counseling is needed.
  - Each party will fully cooperate and help facilitate any therapy/counseling recommended.

ALLEN, RICHARDS, and PACE, P.C.
A PROFESSIONAL CORPORATION OF ATTORNEYS & COUNSELORS AT LAW OLD COURTHOUSE BUILDING, SUITE 300
2550 WASHINGTON BLVD. OGDEN, UT 84401
(801) 393-9600 • Fax (801) 399-4194

- 5. **CHILD SUPPORT:** The Respondent will pay child support to Petitioner in the amount of \$1,843.00 per month commencing with September 2011 and continuing until such time as the minor children reach the age of majority or graduate with their regularly scheduled high school class, whichever occurs later. Said amount is consistent with the child support guidelines based upon minimum wage being imputed to Petitioner in the amount of \$1,257.00 per month and Respondent's income of approximately \$15,000.00 per month. Said support will be due and payable one-half on the 5<sup>th</sup> of each month and the other half by the 20<sup>th</sup> of each month.
- 6. **EXTRA-CURRICULAR ACTIVITIES:** The Respondent shall be responsible for paying all costs associated with the children's extracurricular activities.
- 7. **MEDICAL/DENTAL INSURANCE:** The Respondent has health/dental insurance on the minor children and will continue to carry the insurance on the minor children at his own cost. The Respondent shall provide Petitioner with any information needed to utilize the insurance and will keep her informed of an changes as it relates to insurance including changes including changes in deductibles or coverage of the minor children.
- 8. UNINSURED MEDICAL COSTS: Each parent shall equally share in all reasonable and necessary, uninsured medical, dental, optical and orthodontic expenses, including deductibles and co-payments incurred for the benefit of the minor children. The parent who incurs any such medical

ALLEN, RICHARDS, and PACE, P.C.
A PROFESSIONAL CORPORATION OF ATTORNEYS & COUNSELORS AT LAW OLD COURTHOUSE BUILDING, SUITE 300
2550 WASHINGTON BLVD., OGDEN, UT 84401
(801) 393-9600 • Fax (801) 399-4194

expense should provide the other parent with written verification of the costs and payment of the medical expense within 30 days of payment. The non-incurring parent should then reimburse the incurring parent one-half (1/2) of said payment within 30 days of receipt of the written verification.

- 9. INCOME TAX DEDUCTIONS: The parties will share the minor children as dependents on their income taxes equally unless there are an odd number of exemptions available, in which case Petitioner will claim the extra exemption in even numbered tax years and Respondent will claim the extra exemption in odd numbered tax years. Respondent's right to claim any of the minor children on his taxes is dependent upon the fact that he is current on all of his support obligations, including child support, medical costs, daycare costs and insurance costs to the children as of December 31st. In the event that Respondent is not current on his support payments by that date, all of the deductions will automatically revert to Respondent for that calendar year.
- in the minimum amount of \$500,000.00 and name the minor children as sole beneficiaries on said policy. The parties currently hold two whole life insurance policies, one on each of their lives. The parties shall be allowed to reduce the face value of those policies to the lowest level possible to reduce their monthly premiums and they will each be responsible for paying for their own policy until such time as they can cash the policies out without suffering any penalty. At that time, the parties will each cash out their

ALLEN, RICHARDS, and PACE, P.C.
A PROFESSIONAL CORPORATION OF ATTORNEYS & COUNSELORS AT LAW OLD COURTHOUSE BUILDING, SUITE 300
2550 WASHINGTON BLVD. OGDEN, UT 84401
(801) 393-9600 • Fax (801) 399-4194

policy and the parties will equally share the proceeds achieved from the cash out.

- 11. **PERSONAL PROPERTY:** The parties have divided their household furnishings, décor and other items of personal property and each party will be awarded the personal property currently in their possession, free and clear of any claim by the other party. Specifically, Petitioner is awarded the 2010 Chevy Tahoe, subject to her being solely responsible for the debt owing thereon. Respondent is awarded the 2010 Toyota Tundra and the 2005 Harley Davidson, subject to his being solely responsible for the debt owing thereon. The 1948 Cadillac will be sold and the profits will be equally divided between the parties. Respondent will provide Petitioner with copies of all the documents regarding the sale of the Cadillac.
- 12. **BANK ACCOUNTS:** The parties will equally divide all of the funds held in their personal and business financial accounts using the balances in the accounts as of August 15, 2011. Respondent will provide Petitioner a copy of the August 2011 statements from each account to verify the balances.
- of the marital residence and shall be responsible for all costs associated with the home while she is residing there. Petitioner may continue to live in the home until the parties agree otherwise or until the youngest child turns eighteen years of age and finishes high school or until the Petitioner remarries or co-habitates or no longer uses the home as her primary

A PROFESSIONAL CORPORATION OF ATTORNEYS & COUNSELORS AT LAW ALLEN, RICHARDS, and PACE, P.C. **OGDEN, UT 84401** OLD COURTHOUSE BUILDING, SUITE 300 (801) 393-9600 • Fax (801) 399-4194 2550 WASHINGTON BLVD.,

residence, at which time the home will be sold. At the time of the sale of the home, the parties will equally share any net proceeds achieved from the sale after mortgages, taxes, and any realtor fees actually incurred have been paid.

- Respondent has a 401(k) account which he will buy **RETIREMENT:** 14. Petitioner out of using the following formula: Balance of account as of 08/15/2011 minus 40% for taxes and giving her 50% of the remaining value. No other retirement accounts exist that need to be divided.
- **BUSINESS INTERESTS:** The parties have several joint marital 15. business interests subject to division:
  - The two (2) surgical centers will be sold as soon **Surgical Centers:** a. as practical and agreed upon by all partners in the same. The Respondent shall pay Petitioner \$400.00 per month as and for her portion of the dividends from each of the surgical centers (i.e. \$800 per month total) until such time as the surgical centers are sold. At the time that the centers are closed, the parties will equally share in their portion of the proceeds from the sale. Respondent will provide Petitioner with copies of all the documents regarding the sale of the businesses.
  - b. The parties will equally share all of the profits Massage Envy: from the sale of the two (2) Massage Envy Salons. Respondent will provide Petitioner with copies of all the documents regarding the sale of the business.

ALLEN, RICHARDS, and PACE, P.C.
A PROFESSIONAL CORPORATION OF ATTORNEYS & COUNSELORS AT LAW OLD COURTHOUSE BUILDING, SUITE 300
2550 WASHINGTON BLVD., OGDEN, UT 84401
(801) 393-9600 • Fax (801) 399-4194

- c. Stock Appraisals: Respondent will be awarded Stock Appraisals, Inc. as his sole and separate property free and clear of any claim by Petitioner.
- 16. **ALIMONY:** Respondent will pay alimony to Petitioner in the amount of \$3,657.00 per month beginning September 2011. Said alimony will continue until such time as a period of fourteen (14) years has expired, until Petitioner co-habitates or remarries, or until the death of either party, whichever occurs first.
- 17. **ATTORNEY'S FEES:** The parties will pay their own attorney's fees and court costs.
- 18. **MAIDEN NAME:** The Respondent shall have the right to have her maiden name of GALLAGHER restored to her if she so chooses.

DATED this \_\_\_\_ day of January, 2012.

Mullet L

BY THE COURT:

Second District Court Judge



# **EXHIBIT A**

# § 30-3-35. Minimum schedule for parenttime for children 5 to 18 years of age (Effective May 5, 2008)

- (1) The parent-time schedule in this section applies to children 5 to 18 years of age.
- (2) If the parties do not agree to a parent-time schedule, the following schedule shall be considered the minimum parent-time to which the noncustodial parent and the child shall be entitled.
  - (a) (i) (A) One weekday evening to be specified by the noncustodial parent or the court, or Wednesday evening if not specified, from 5:30 p.m. until 8:30 p.m.;

(B) at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m., unless the court directs the application of Subsection (2)(a)(i); or

- (C) at the election of the noncustodial parent, if school is not in session, one weekday from approximately 9 a.m., accommodating the custodial parents work schedule, until 8:30 p.m. if the noncustodial parent is available to be with the child, unless the court directs the application of Subsection (2) (a) (i) (A) or (2) (a) (i) (B).
- (ii) Once the election of the weekday for the weekday evening parenttime is made, it may not be changed except by mutual written agreement or court order.
- (b) (i) (A) Alternating weekends beginning on the first weekend after the entry of the decree from 6 p.m. on Friday until 7 p.m. on Sunday continuing each year;
  - (B) at the election of the noncustodial parent, from the time the child's school is regularly dismissed on Friday until7 p.m. on Sunday, unless the court directs the application of Subsection (2)(b)(i)(A); or
  - (C) at the election of the noncustodial parent, if school is not in session, on Friday from approximately 9 a.m., accommodating the custodial parents work schedule, until 7 p.m. on Sunday, if the noncustodial parent is available to be with the child unless the court directs the application of Subsection (2) (b) (i) (A) or (2) (b) (i) (B).
  - (ii) A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.
  - (iii) Elections should be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.
  - (iv) Weekends include any "snow" days, teacher development days, or other days when school is not scheduled and which are contiguous to the weekend period.

- (c) Holidays include any "snow" days, teacher development days, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule; however, birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day; birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.
- (d) If a holiday falls on a regularly scheduled school day, the noncustodial parent shall be responsible for the child's attendance at school for that school day.
- (e) (i) If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the noncustodial parent shall be entitled to this lengthier holiday period.
  - (ii) (A) At the election of the noncustodial parent, parenttime over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend until 7 p.m. on the last day of the holiday weekend; or
  - (B) at the election of the noncustodial parent, if school is not in session, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the custodial parents work schedule, the first day of the holiday weekend until 7 p.m. on the last day of the holiday weekend, if the noncustodial parent is available to be with the child unless the court directs the application of Subsection (2)(e)(ii)(A).
  - (iii) step-parent, grandparent, or other responsible individual designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.
  - (iv) Elections should be made by the noncustodial parent at the time of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.
- (f) In years ending in an **odd** number, the noncustodial parent is entitled to the following holidays:
  - (i) child's birthday on the day before or after the actual birthdate beginning at 3 p.m. until 9 p.m.; at the discretion of the noncustodial parent, he may take other siblings along for the birthday;
  - (ii) Martin Luther King, Jr. beginning 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
  - (iii) spring break beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the Sunday before school resumes;
  - (iv) July 4 beginning 6 p.m. the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of

the parent exercising the holiday;

(v) Labor Day beginning 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;

(vi) the fall school break, if applicable, commonly known as U.E.A. weekend beginning at 6 p.m. on Wednesday until Sunday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;

(vii) Veteran's Day holiday beginning 6 p.m. the day before the holiday

until 7 p.m. on the holiday; and

- (viii) the first portion of the Christmas school vacation as defined in Subsection 30-3-32(3)(b) including Christmas Eve and Christmas Day until 1 p.m. on the day halfway through the holiday, if there are an odd number of days for the holiday period, or until 7 p.m. if there are an even number of days for the holiday period, so long as the entire holiday is equally divided.
- (g) In years ending in an **even** number, the noncustodial parent is entitled to the following holidays:
  - (i) child's birthday on actual birthdate beginning at 3 p.m. until 9p.m.; at the discretion of the noncustodial parent, he may take other siblings along for the birthday;
  - (ii) President's Day beginning at 6 p.m. on Friday until 7 p.m. on Monday unless the holiday extends for a lengthier period of time to which the non-custodial parent is completely entitled;
  - (iii) Memorial Day beginning at 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
  - (iv) July 24 beginning at 6 p.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday.
  - (v) Columbus Day beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday;
  - (vi) Halloween on October 31 or the day Halloween is traditionally celebrated in the local community from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m.;

(vii) Thanksgiving holiday beginning Wednesday at 7 p.m. until Sunday

at 7 p.m.; and

- (viii) the second portion of the Christmas school vacation as defined in Subsection 30-3-32(3)(b), beginning 1 p.m. on the day halfway through the holiday, if there are an odd number of days for the holiday period, or at 7 p.m. if there are an even number of days for the holiday period, so long as the entire Christmas holiday is equally divided.
- (h) The custodial parent is entitled to the odd year holidays in even years and the even year holidays in odd years.
- (i) Father's Day shall be spent with the natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday.
- (j) Mother's Day shall be spent with the natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday.

- (k) Extended parent-time with the noncustodial parent may be:
  - (i) up to four weeks consecutive at the option of the noncustodial parent, including weekends normally exercised by the noncustodial parent, but not holidays;
  - (ii) two weeks shall be uninterrupted time for the noncustodial parent; and
  - (iii) the remaining two weeks shall be subject to parent time for the custodial parent for weekday parent time but not weekends, except for a holiday to be exercised by the other parent.
- (l) The custodial parent shall have an identical two-week period of uninterrupted time during the children's summer vacation from school for purposes of vacation.
- (m) Both parents shall provide notification of extended parent time or vacation weeks with the child at least 30 days in advance to the other parent and if notification is not provided timely the complying parent may determine the schedule for extended parent-time for the noncomplying parent.
- (n) Telephone contact shall be at reasonable hours and for a reasonable dura tion.
- (o) Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:
  - (i) the best interests of the child;
  - (ii) each parent's ability to handle any additional expenses for virtual parent-time; and
  - (iii) any other factors the court considers material.
- (3) Any elections required to be made in accordance with this section by ether parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.
- (4) Notwithstanding Subsection (2)(e)(i), the Halloween holiday may not be extended beyond the hours designated in Subsection (2)(g)(vi).

(801) 393-9600 • Fax (801) 399-4194

# **EXHIBIT B**

### **PARENTING PLAN**

### A. GROUND RULES

- 1. The objectives of this parenting plan are the following:
  - a. to provide for the children's physical care;
  - b. to provide for the children's emotional stability;
  - c. to provide for the children's changing needs as they grow and mature soas to minimize future parenting plan modifications;
  - d. to set forth the authority and responsibilities of each parent with respect to the children;
  - e. minimize the children's exposure to harmful parental conflict and to help minimize any conflict between the parents;
  - f. to provide for and foster appropriate, civil and continuing communication and cooperation between the parents and guidelines regarding their communication and resolution of any conflicts;
  - g. to encourage the parents to meet the needs of their childrenand their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention; and
  - h. to protect the best interests of the children.
- 2. The parties understand the objectives of this parentplan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children and that their focus is the needs and interests of the children.
- 3. The parties realize that both of themare important to the children, that the children need their active support and the parents agree to respect each other's role as a parent and their decisions with regards to the children.
- The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent as to changes in parent-time and adapting the parent-time as the growth and maturity of the children dictates a change to that time.
- 5. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.
- 6. The parents understand that the communication between them shall be civil and regarding the health, welfare, education and all other interests of the children. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.
- 7. The parents understand that consistency between the households important regarding the children's schooling, discipline, extracurricular activities and the like.

### B. TIME SHARING AND RESIDENTIAL PLAN

8. The parties are awarded joint legal and physical custody of their minor children with Petitioner having the children four (4) nights per week and Respondent having the children three (3) nights per week.

- 9. The parties agree that they will have the children ready and available for all visits or exchanges. The children shall be sent with sufficient clean clothing appropriate for ordinary activities, and, if informed in advance, with special or additional clothing appropriate for any special activities. However, neither parent shall be obligated to purchase new clothing solely to comply with this provision and if the child issent with special or additional clothing, that clothing shall be returned to the parent who provided it.
- 10. The parent with the children during their parent time will insure that the children arrive to school on time, are picked up on time and that they complete any and all homework. The parents will discuss the children's homework and school activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parentteacher conferences.
- 11. While the children are with a parent, that parent shall provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of each child. That parent will also insure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.
- 12. Each parent may make decisions regarding the day-to-day care and control of the children while the children are in the physical custody of that parent.
- 13. The parties shall discuss with each other how they will spend their respective vacation time with the children and will each give advanced notice of at least one (1) month to the other parent of a planned vacation so as not to interfere with the other's parent-time.
- 14. If either parent is going out of town with the children, thatparent shall provide to the other the address and telephone number of where the children will be.
- 15. The parties shall adhere to the parent-time schedule in §30-3-35 of the Utah Code for all parent-time and holiday parent-time unless they agree otherwise.
- 16. The children shall be allowed reasonable telephone contact, at reasonable hours, with each parent. The parents shall encourage and help the children to stay in touch with the other parent by phone, letter, webcam, etc. If either parent leaves town with the children they will continue to allow for the other parent to have reasonable telephone contact with the children.

### C. SHARING OF INFORMATION

- The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.
- 18. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children.
- 19. The parents will notify the other parent of significant illnesses the children may have when they are at the individual homes.
- 20. The parents will discuss any problems either one of them is experiencing with disciplining the children and will and they will work together to enforce similar discipline plans/goals at each home.
- 21. The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the children.

22. The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children, will not disparage or degrade the other parent in the presence of the children or allow third parties to do so.

### D. MAJOR DECISIONS AND DISPUTE RESOLUTION

- 23. It is anticipated that parental decisions shall be required for major issues in raising the minor children and in meeting their ongoing needs. If and when they arise, the parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input.
- The parents agree that all major decisions concerning the children, including health, education, religion, day care and general welfare will be discussed, and that they will both have equal input as to what is in their children's best interests.
- 25. The parties will meet to discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who may be of assistance. The parties may conduct a telephone discussion if it is not possible for them to meet.
- 26. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, the Petitioner shall have "presumptive decision-making authority." This level of authority shall allow the Petitioner the right to make a preliminary decision that she shall then communicate to the other parent. If the other parent believes that the decision is contrary to the best interests of the child, he shall have the right to seek review thereof through the court. The parent opposing the decision shall have the burden to demonstrate that the decision is contrary to the child's best interests. It shall not be sufficient to demonstrate that an alternative decision may also have been in the interest of the child.
- 27. The parents agree that if a child suffers an emergency medical condition, the parent who has the child at the time has the authority to make any decisions regarding emergency medical care. The parents also agree to immediately notify the other parent of the emergency or as soon after the emergency as practical.
- 28. If the Court finds that a parent has taken a frivolous or unreasonable position regarding a major decision for the child, then the court may award attorney's fees and financial sanctions to the prevailing parent
- 29. Reasonable costs shall be awarded to the prevailing party in any action brought to enforce any term of this Parenting Plan.
- 30. This plan shall be made an Order of the Court and shall be in effect until modified through petition and an establishment of a substantial change in circumstances.

  Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

# ALLEN, RICHARDS, and PACE, P.C. A PROFESSIONAL CORPORATION OF ATTORNEYS & COUNSELORS AT LAW OLD COURTHOUSE BUILDING, SUITE 300 2550 WASHINGTON BLVD., OGDEN, UT 84401

### NOTICE TO RESPONDENT

You will please take notice that the undersigned attorney for the Petitioner will submit the above and foregoing Decree of Divorce to the Court for signing upon the expiration of five (5) days from the date of this notice, together with three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

DATED this \_\_\_\_\_ day of September, 2011.

JONATHAN B. PACE Attorney for Petitioner

### **CERTIFICATE OF MAILING**

I hereby certify that I mailed, postage prepaid, a true and correct copy of the foregoing **Decree of Divorce** to the following:

Anthony "Kipp" Stock Respondent 1525 N. Main Street #324 Bountiful, UT 84010

Dated this \_\_\_\_\_\_\_ day of September, 2011.

Jackyn & Sty Secretary