

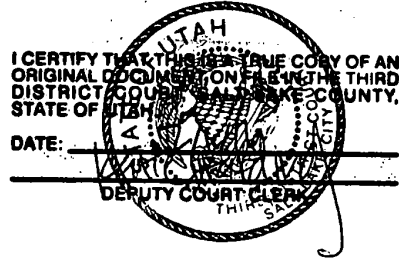
The Order of Court is stated below:

Dated: December 24, 2014 /s/ Barry G. Lawrence  
11:53:49 PM



Kara L. Barton, 9006  
kara@bartonlaw.us  
Ashley Wood, 10998  
ashley@bartonlaw.us  
**BARTON LAW OFFICE, LLC**  
331 S. Rio Grande St., Ste. 200  
Salt Lake City, UT 84101  
Phone: (801) 326-8300  
Fax: (801) 326-8301

Attorneys for Respondent



12214903  
02/01/2016 12:48 PM \$42.00  
Book - 10399 Pg - 8040-8056  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH

RAYMOND A CHRISTY  
965 EAST ESSEX COURT WY #8  
MIDVALE UT 84047  
By: TJA, DEPUTY - WI 17 P.

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

CARRIE SUE O'HARA,

Petitioner,

vs.

RAYMOND ANTHONY CHRISTY,

Respondent,

**DECREE OF DIVORCE AND  
INTEGRATED PARENTING PLAN**

Civil No. 144905236

Judge Barry Lawrence

Commissioner Michelle Tack

The parties attended mediation with mediator, Tamara A. Fackrell, on November 11, 2014. Petitioner, Carrie Sue O'Hara, was represented by her counsel, Mr. Steven Wall. Respondent, Raymond Anthony Christy, was represented by his counsel, Ms. Ashley Wood. Based on the Stipulation and Settlement Agreement, signed by both parties on file herein, Respondent's Motion for Entry of Divorce Decree in accordance with Rule 104, *Utah Rules of*

- POOR COPY -  
CO. RECORDER

*Civil Procedure*, and the Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised,

**1. IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

The parties are awarded a Decree of Divorce to become final upon signature and entry.

**Residency**

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

**Marriage Statistics**

2. The parties were married on November 22, 2004 in Cabarete, Dominican Republic.

**Grounds**

3. The parties are awarded a Decree of Divorce on grounds of irreconcilable differences which have made the continuation of their marriage impossible.

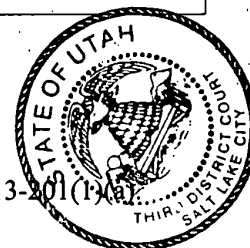
**Children**

4. The following are minor children of the parties.

| Name | Date of Birth |
|------|---------------|
| N.C. | May 2008      |
| D.C. | July 2010     |
| C.C. | July 2010     |

**Home State**

5. Utah is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a).



**PARENTING PLAN**

**Custody/Parent Time**

6. The Parties are awarded joint physical custody of their minor children with Mother being designated as the primary and residential parent. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the Father's reasonable rights of parent time shall be defined by Utah Code §30-3-35 with the following exceptions:

The Father shall have every weekend from Friday at 6 p.m. (or with at least a 24 hour notice after school) until Monday morning with drop off before school currently at 8:15 a.m. to the Mother or 9a.m. when school is not in session.

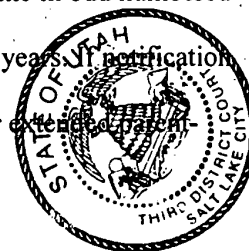
Each parent shall have 2 uninterrupted weeks in the summer.

**Holidays**

7. The parties agree that the holidays will be according to Utah Code §30-3-35 with the Father being designated as the non-custodial parent for holiday designation only.

**Notification of Extended Time**

8. Both parents shall provide notification of extended parent-time or vacation weeks with the child by May 1 each year with the Mother having first choice of extended time in odd numbered years and the Father having first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.



9. The parties shall have joint legal custody. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their child. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

**Relocation**

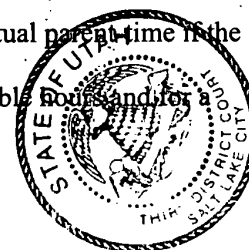
10. If either party moves more than 150 miles, the parties will be bound by the notice requirements of Utah Code §30-3-37.

**Communication**

11. The parties will discuss all parenting concerns by text, e-mail or mail at any time needed and will not use their children to deliver messages. The parties will use phone contact for emergencies or changes the day of the exchange.

**Telephone And Virtual Contact with Children**

12. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration.



13. When the children travels with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

**Notification of Children's Events**

14. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.

**Special Events**

15. Special consideration shall be given by each parent 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 parent which may inadvertently conflict with the visitation schedule. The parent exercising the parent-time shall have the final decision.

**Mutual Restraining**

16. The parties shall not make disparaging remarks to one another or to their children about one



another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

**First Right to Refusal**

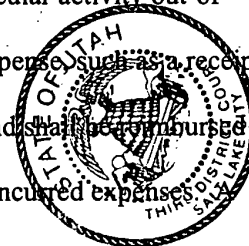
17. Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children are not available for a period of four (4) hours or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

**Dispute Resolution**

18. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

**Activity Costs**

19. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.



party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

**School Fees**

20. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, school lunch etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

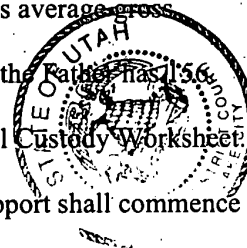
**Transportation**

21. The parties will equally share the transportation for parent-time. The parent who is the receiving parent will provide the transportation unless otherwise mutually agreed upon.

**FINANCIAL ITEMS AND ASSET DISTRIBUTION**

**Child Support**

22. Child Support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq.* The Mother's gross monthly imputed income is \$3,276 per month. The Father's average gross monthly income is \$5,705 per month. The Mother has 209 overnights and the Father has 156 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation should be \$634 per month. Child support shall commence



December 1, 2014. 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. The child support is payable on the 1st day of each and every month, and one-half on the 15<sup>th</sup> day of each month.

**November 2014**

23. The parties shall continue to share expenses as they have in the past for November 2014.

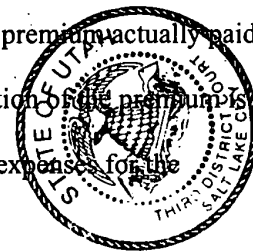
**Preschool**

24. The Father shall pay for the preschool for the two preschool aged children.

**Medical/Dental Expenses**

25. 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. In the month of December 2014, Mother shall reimburse Father for her portion of the health care premium. Mother will also be responsible for her portion of the health care premiums of minor children's and her daughter from previous relationship. The Mother will carry the insurance for the minor children beginning January 1, 2015.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid
- b. Each parent for the child's portion of insurance. The child's portion of the premium is
- a. per capita share of the premium actually paid. The premium expense for the



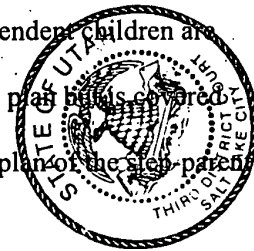


children shall be calculated by dividing the premium amount by the number of premiums covered under the policy and multiplying the result by the number of children in the instant case.

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 who incurs medical and dental expenses may 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.

d. 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 Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are 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.

**Childcare Expenses**

26. The parties shall adopt Utah Code Annotated §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

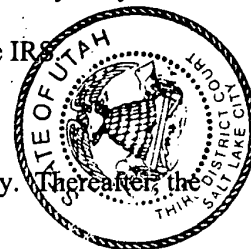
**Dependency Exemption**

27. Beginning in the 2014 tax year, the parties will share the dependency exemption for the minor children as follows:

- a. While there are three minor children, the parties will alternate the dependency exemption for the minor children. The Mother will claim 2 children (N.C. & D.C.) in odd-numbered tax years and 1 child (D.C.) in even-numbered tax years and the Father will claim 2 children (N.C. & C.C.) in even-numbered years and 1 child (C.C.) in odd-numbered tax years.
- b. While there are two minor children, the parties will each receive one child as a dependency exemption with the Father claiming C.C. and the Mother claiming D.C.
- c. The Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31<sup>st</sup> of any tax year.
- d. Each party will cooperate with filing the 8832 Form for the IRS.

**Taxes**

28. The parties will each claim one-half of the home deduction for 2014 only. Thereafter, the



Mother will claim the home deduction

**Real Property**

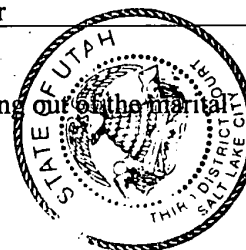
29. The marital property located at 1564 East Lake Wood Drive Holladay, Utah will be awarded to the Mother with all debts and liabilities commencing on December 1, 2014. The Father shall move from the marital residence within 30 days of the signing of the stipulation. The Mother shall hold the other party harmless on all debts and liabilities associated with the home. The Mother will refinance the home within 12 months. In the event that the refinance does not occur, the parties agree to immediately put the home for sale. Upon refinance or the sale of the home, the Mother will pay \$15,500 equity in the home to the Father. The Father will have a judgment lien on the home in the amount of the equity for \$15,500.

**Personal Property**

30. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

| <i>Item Description:</i>                | <i>Awarded to:</i> |
|---|--------------------|
| 2008 Pathfinder                         | Mother             |
| 2008 Rover                              | Father             |
| All other items designated in Exhibit A | Father             |

and exchange of the above items shall be upon the Father moving out of the marital home.



-  
1  
1-

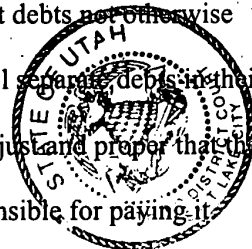
**Debts**

31. The parties acquired debts during the marriage. Each party will assume, and hold the other harmless from liability on, the following debts:

| <i>Debt Description:</i>      | <i>Obligation of:</i>                     |
|-------------------------------|---|
| Citibank                      | Mother                                    |
| Capital One                   | Mother                                    |
| GE Capital                    | Mother                                    |
| Synchrony Bank                | Mother                                    |
| Mountain America Credit Union | Mother (To be refinanced within 6 months) |
| Signature Loan                | Father (To be refinanced within 6 months) |
| Santander                     | Father                                    |
| Chase                         | Father                                    |
| Granite Credit Union          | Father                                    |
| Check City                    | Father                                    |
| Medical University of Utah    | Father                                    |
| Medical Equipment             | Father                                    |
| Zions Bank                    | Father                                    |
| Debt in Mother's Name         | Father                                    |
| Debt in Father's Name         | Mother                                    |

Assumption of Debt: Neither party will incur any additional liability on joint debts.

Other Debts: The parties are aware of no other joint debts not otherwise mentioned in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the party responsible for incurring the debt should be responsible for paying it.



Therefore, the parties shall hold the other harmless in the event of their refusal in

percentage of any joint obligation.

**Delinquency in Payments:** If either party is obligated on a joint-secured debt, the percentage of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the percentage of that debt in addition to interest and attorney's fees from the other party.

**Checking and Saving Accounts**

32. Each party will be awarded monies in their own separate checking accounts.

**Retirement Accounts**

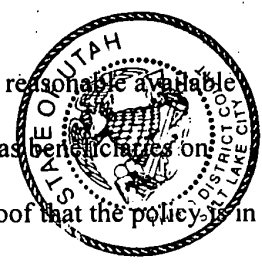
33. The parties shall equally divide the marital portion of the pension plan of the Father with each party receiving 50% of the marital portion as defined by the Woodward formula. The Mother shall receive 100% of the Father's 401k plan. The Mother's attorney shall prepare the Qualified Domestic Relation Orders.

**Business Interests**

34. Each party shall currently hold the businesses that they currently operate.

**Life Insurance**

35. Each party shall carry life insurance on his or her life as it is long as is reasonable available through the market. During such period, each party will name the children as beneficiaries on said life insurance policies. The parties should each submit to the other proof that the policy is in



full force and effect by January 15 of each calendar year.

**Name**

36. Mother shall have the option of restoring her name to Gale.

**Alimony**

37. The Father shall pay Mother \$300 per month for a term of 5 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 1st and the 15th of each month. Alimony will commence on December 1, 2014.

**Deeds and Titles**

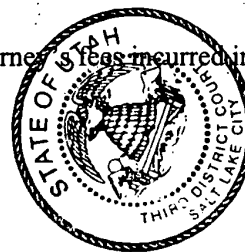
38. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

**Divorce Education**

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

**Attorney Fees and Costs**

40. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.



WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

-  
1  
4-

BY THE COURT:

[See date and electronic signature on page one]  
HONORABLE BARRY LAWRENCE

Approved form:

/s/ Steven [with permission]  
Steven  
Attorney



-  
1  
5-

Raymond A. Christy, *pro se*  
985 East Essex Court Way #8  
Midvale, UT 84047

Pro Se Respondent and Judgment Creditor

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

Carrie Sue O'Hara,  
  
Petitioner,  
  
v.  
  
Raymond Anthony Christy,  
  
Respondent.

**JUDGMENT INFORMATION  
STATEMENT**

Civil No. 144905236

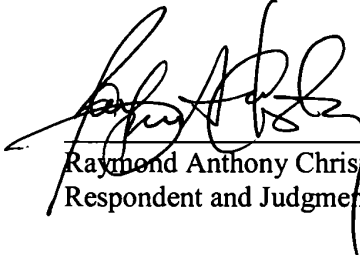
The Honorable James Gardner  
Commissioner Michelle Tack

1. Respondent Raymond Anthony Christy ("Respondent"), as judgment creditor, provides the following information in compliance with Section 78B-5-201.
2. The correct name of the judgment debtor is Carrie Sue O'Hara ("Judgment Debtor").
3. The correct last known address of the Judgment Debtor is 1564 East Lakewood Drive, Holladay, UT 84117.
4. The address at which the Judgment Debtor received service of process is 1564 East Lakewood Drive, Holladay, UT 84117.
5. The Judgment Debtor is a natural person with the following identifying information:



- a. Social Security Number: 528-69-5389.
- b. Date of Birth: 01/13/1975.
6. The name of the judgment creditor is Raymond Anthony Christy,
7. The amount of the judgment is \$15,500.
8. The judgment was entered pursuant to the Decree of Divorce in this matter on December 12, 2014 for Lot 112, Lakewood Sub 4502-0222 8718-4434 9109-4990 9535-8971 located at 1564 East Lakewood Drive, Holladay, UT 84117. The tax identification number for the 1564 East Lakewood Drive, Holladay, UT 84047 property is 22-16-127-007.
9. The judgment has not been stayed.
10. The judgment creditor has reviewed his own records, the records of his attorney, and the records of the court in which the judgment was entered. Any information required by Section 78B-5-201 but not provided in this statement is unknown and unavailable.

DATED: January 29, 2016.

  
Raymond Anthony Christy  
Respondent and Judgment Debtor

**Petitioner and Judgment Debtor**

Carrie Sue O'Hara  
1564 East Lakewood Drive  
Holladay, UT 84117