

The Order of the Court is stated below:

Dated: December 16, 2015
08:51:21 AM

/s/ PAUL G MAUGHAN
District Court Judge



GREGORY B. WALL, NO. 3365
BRANDON C. BOWEN, NO. 10801
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**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH**

<p>HOWARD KENNETH SMITH, Petitioner, vs. YOUNG JA SMITH, Respondent.</p>	<p>DECREE OF DIVORCE Civil No.: 154905859 Judge: PAUL G MAUGHAN Comm. Joanna Sagers</p>
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This action for divorce was commenced by the filing of a Verified Petition for Divorce. The respondent has signed and caused to be filed with the court an Acceptance of Service, Waiver and Consent to Default as to the said Petition for Divorce. Based thereon the default of the respondent has been entered. It appears from the record, and the court finds, that the petitioner has filed with the court her Affidavit of Grounds and Jurisdiction; that more than 90 days have expired since

the commencement of this action; that both parties have completed the Shared Parenting for Divorcing Parents and Divorce Orientation classes, and the appropriate Military Service Affidavit and Order have been filed with the court. This court has previously made and entered its Findings of Fact and Conclusions of Law, and the court being fully apprised in the premises and the law, does herewith ORDER, ADJUDGE AND DECREE AS FOLLOWS:

GRANTING OF DIVORCE

1. The petitioner, HOWARD KENNETH SMITH, is granted a divorce, dissolving the marriage entered into by him with YOUN JA SMITH, the respondent, on or about August 29, 1992, in Salt Lake City, Salt Lake County, State of Utah, said divorce to become absolute and final upon entry, and which divorce is granted on the ground of irreconcilable differences.

CHILDREN, CUSTODY AND PARENTING RIGHTS

2. There have been three (3) children born as issue of this marriage, to-wit: I.H. SMITH, an adult; J.Y. SMITH, born February 2004; and D.K. SMITH, born November, 2001. Only two of the three children remain minors. Pursuant to Rule 4-202.02 of the Utah Rules of Judicial Administration, the full name and birth date of the children have been submitted to the court on the NON-PUBLIC INFORMATION-MINORS form.

3. The petitioner/father is awarded the sole and primary physical custody

of the children, subject to reasonable parenting time for the respondent/mother as the parties may agree, but in any event not less than those rights set forth in 30-3-35, Utah Code Annotated, or 30-3-37, Utah Code Annotated if the mother lives more than 150 miles from the children and their residence with the father, as those rights presently exist or may be modified by the legislature in the future.

4. The father's residence shall be considered the primary residence of the two minor children, and they shall therefore attend schools determined by his residency location.

5. In the event the parties develop a parent-time schedule by agreement, custom or practice, such a schedule shall not be modified except by written agreement of the parties or an order of the court.

6. In addition to the foregoing, should there be any question or issue between the parties as to parenting rights, time schedules, time allotments for holidays, special occasions, and the rights set forth in 30-3-35, Utah Code Annotated, as those terms presently exist, or may be amended in the future by the legislature, should govern.

7. Transportation shall be provided by the party whose turn it is to have the children.

8. In addition to said parenting rights those rights set forth as "advisory guidelines" in 30-3-33, Utah Code Annotated, are mandatory and by reference are

incorporated into this Decree of Divorce.

LEGAL CUSTODY

9. It is in the best interest of the minor child that the parties are herewith awarded joint legal custody of the children, which shall, at a minimum, include the following rights:

- a. The parents shall timely exchange information with each other concerning the health, education, and welfare of the children, and where reasonably possible, confer before making significant or major decisions concerning any of these areas.
- b. If a parent in physical custody at a particular time is in need of a person to provide temporary surrogate care for the children for a period of three (3) or more hours, the then non-residential parent shall be afforded first opportunity to care for the children for the period needed.
- c. Both parties shall execute any medical releases necessary to allow the other parent to obtain access to medical, dental, orthodontic, optical, and psychological or psychiatric records of the children.
- d. Both parents are entitled to full access to all medical, dental, psychological, psychiatric, and other medical records pertaining to the children, and have the right to confer with any health care provider providing care to the children about the health of the children.

- e. Both parties shall provide the other party with the name, address and telephone number of every educational institution the children attend, and each party should be entitled to any school records and reports concerning the children. The parties shall execute any releases required for the release to the other parent of such information.
- f. Each parent is fully entitled to participate in, be notified, and attend any educational, religious or other such activities or special occasions in which the children are participating or involved, including parent-teacher conferences, P.T.A. meetings, and the like, and to meet privately with any teacher or education staff about matters dealing with the children without prior consent of the other parent.
- g. Each party is entitled to any reports that may be issued from any school or similar institution to the parents of the children.
- h. Each parent shall notify the other party on a timely basis of the time, place and nature of any special events, religious ceremonies, educational activities, and the like in which the children are involved.
- i. Both parties shall be listed as primary parties to contact in the event of any emergencies on all forms, and the non-custodial parent may authorize treatment for any emergency care required for the minor children.
- j. The parties shall cooperate so as to minimize the disruption of the children's

attendance at school and other activities, the children's daily routines, and their associations with friends. However, this shall not be used as an excuse to thwart or interfere unreasonably with the rights of either parent.

k. Each parent shall exert every reasonable effort to maintain free access and unhampered contact and communication between the children and the other parent, and to promote emotions of affection, love and respect between the children and the other parent. Each parent shall refrain from words or conduct, and shall discourage other persons from uttering words or engaging in conduct, which would have tendency to estrange the children from the other parent, to damage the opinion of the children as to the other parent, or which would impair the natural development of the children's love and respect for the other parent.

l. Each parent shall honor one another's parenting style, privacy and authority. Neither parent shall interfere with the parenting style of the other, nor should either parent make plans or arrangements that would impinge upon the other parent's authority or time with the children without the express agreement of the other parent. Each parent shall encourage the children to discuss their grievances against a parent directly with the parent in question.

m. Neither parent shall initiate or cause the designation of "father" or "mother" or their equivalents to be used by the children with reference to any

other than their natural mother and father.

n. Neither parent shall encourage the children to change their primary residence or encourage the children to believe it is their choice to do so.

o. Neither parent shall ask the children to make decisions or requests involving their residential schedule. Neither parent shall discuss the residential schedule with the children except for plans that have already been agreed to by both parents in advance.

p. Neither parent shall discuss with or inform the children of the status of child support payments or other legal matters regarding the parents' relationship.

q. Neither parent shall make major changes in the children's physical appearance without first working out an agreement with the other parent to do so. This extends to cosmetic surgery, ear piercing, body piercing, tattoos, major alterations of hair style, etc.

r. Absent an emergency, all communications shall be directly between the parties and not through third parties such as significant others, spouses, etc.

All communications shall be via email as a first choice, text messaging as a second choice, and telephone as a third choice. Text messaging and telephone calls should be reserved for emergencies or urgent issues requiring immediate notification. The parties shall keep all lines of communication

open. Each parent shall receive and timely respond to communications from the other parent.

s. The provisions of this paragraph shall not be suspended or not granted if it would not be in the best interest of the minor children. A mere allegation that the parties cannot agree on certain issues should not be sufficient to eliminate joint legal custody.

DISPUTE RESOLUTION PROCESS: Should the parties disagree on any primary life choices, such as educational, medical, religious, alternative care, or other significant issues, the petitioner/father shall have the tie-breaking vote.

GENERAL WELFARE OF CHILDREN

10. Parental bonding with the children by both parties is critical, and every reasonable step should be taken by the parties to assist in this end.

11. Both parties are ordered not to consume alcoholic beverages to an excess, abuse prescription medications or use illicit drugs to any degree while caring for the minor children, and are ordered not to consume alcoholic beverages, abuse prescription medications, or use illicit drugs while driving with the minor children as passengers in a motor vehicle for a period of not less than five (5) hours before driving with the children. They are additionally ordered not to allow third parties to be intoxicated, abuse prescription medications, or use illicit drugs while in the presence of the children, and each is required to remove the children from the

presence of any such person immediately.

12. Neither party shall have the children stay overnight with them if the party having the children has another person of the opposite sex to whom they are not married or related staying the night.

13. Each parent is enjoined from doing anything which may estrange or alienate the children from the other parent, or which may hamper the free and natural development of the children's love and respect for the other parent. At no time shall either party speak, write or portray anything inflammatory, derogatory, embarrassing, disparaging, or otherwise hurtful about the other party in the presence of the children, nor shall they permit such conduct by third persons in the presence of the children.

CHILD SUPPORT

14. The petitioner is currently employed and earns \$10,000.00 per month gross income. The respondent/mother is not employed but capable of earning minimum wage or \$1,257.00 per month gross income.

15. This results in a combined base child support amount of \$1,614.00, and computing support on sole physical custody, the petitioner/father's share is \$1,616.00 per month and the respondent/mother's share is \$204.00 per month.

16. For reasons set forth in the Findings of Fact and Conclusions of Fact, at the present time no child support shall be paid by the mother at this time. The issue

of whether the mother should pay support in the future may be reviewed at any time by motion or petition of either party.

17. Any child support ordered in the future by the court for child support and maintenance shall be ordered to be for the benefit of the minor child and shall follow the child, pursuant to 78-45-4.4, U.C.A. Pursuant to the said statutory chapter and section, the parent without physical custody of a child shall be required to pay the amount of support without the need to modify the order for (a) the parent who has physical custody of a child, (b) a relative to whom physical custody of a child has been voluntarily given, or (c) the state when the child is residing outside of the home in the protective custody, temporary custody, or custody or care of the state or a state-licensed facility for at least thirty (30) days.

CHANGE OF RESIDENCY

18. Both parties shall keep the other party apprised of their telephone number and address at all times. If at any time a parent intends to change his or her residence and/or telephone number, they shall notify the other party in advance as soon as they are aware of their intent to change and the information is available, and shall immediately notify the other party upon the occurrence of the change.

19. In the event either parent decides to move from the State of Utah or 150 miles or more from the residence of the other party, that parent shall provide reasonable advance written notice of the intended relocation to the other parent

pursuant to Utah Code Annotated §30-3-37, and parent time and transportation costs shall then be determined according to said statute. The petitioner has been previously aware that the mother planed on relocating to Korea at the end of May, or on or about May 28, 2015.

CHILD DAY CARE EXPENSES

20. In addition to the above child support obligation, the parties shall be responsible for one-half of any work related child care expenses necessarily incurred by either parent. The obligor parent shall begin paying his or her share on a monthly basis immediately upon presentation of documentary proof of the identity of the provider and the amount of the child care expenses. Pursuant to 78B-12-214, Utah Code Annotated, as amended, the obligee parent should be required to provide written verification of the costs and identity of the child care provider to the other parent upon initial engagement of the child care provider, and, the obligee parent is required to notify the obligor parent of any change in the child care provider or monthly expenses of child care within fifteen (15) days of the date of change.

21. Proof shall be provided upon reasonable request of the obligor parent. Should the obligee parent fail to notify the obligor parent of such costs he or she may forever forfeit his or her right to reimbursement for the monthly period involved, and for each subsequent monthly period until such time as such information is provided. The burden to prove that notification has been given shall be upon the parent

claiming the right to reimbursement.

22. Payment of the obligor parent's share shall be paid within TEN (10) days of the date the amount is due.

CHILD TAX DEDUCTION

23. The petitioner is solely entitled to claim both minor children as dependents for all state and federal tax purposes each and every year.

24. The parties may negotiate between themselves the right to acquire an assignment from one another that party's deductions for the children if it would be a greater benefit to one parent than the other. The cost for obtaining an assignment of the deduction shall not be greater than the amount of tax savings to the parent assigning the deduction.

25. Notwithstanding the above, neither parent is allowed to claim a child if it would provide little or no tax benefit to that parent, in which event the other parent shall be allowed to claim the child.

REAL PROPERTY

26. The parties own a home at 4846 W. Copper Oaks Drive, Herriman, Salt Lake County, State of Utah. All right, title, interest and estate of the parties in the said real property is herewith awarded to the petitioner, free and clear of any claim by the respondent, and subject to any debt thereon which petitioner shall pay and hold respondent harmless therefrom.

PERSONAL PROPERTY

27. During the course of the marriage, the parties have acquired various household goods, furnishings, fixtures, appliances and other items of personal property. Such property has already been divided by the parties and the parties are awarded the personal property presently in their respective possessions, free and clear of any claim by the other party, including, but not limited, their separate bank accounts, all household furnishings and effects, and the like, and any personal property not in the sole possession of the respondent should be conveyed and vested in the petitioner.

28. In any event each party is awarded their personal effects, originals or copies of all family photographs.

29. The parties each have motor vehicles all of which are awarded to the petitioner, free and clear of any claim by the respondent, but subject to any debt thereon which he shall pay and hold the respondent harmless therefrom.

DEBTS AND OBLIGATIONS

30. It reasonably appears there is no joint debt existing between the parties incurred during the marriage or otherwise except for any debt on the home and automobiles, which debts petitioner shall pay. The petitioner shall take, assume

and pay any and all debt incurred by either party individually, whether jointly or in their own names, through the date of September 30, 2015. If any individual debt is incurred by either party after September 30, 2015, that party is solely responsible for that debt and shall hold the other party harmless therefrom.

31. Each party shall pay, discharge, and hold the other party harmless from those debts and obligations which they may have incurred individually since the date of separation of September 30, 2015. Furthermore, is solely responsible for and hold the other party harmless from any debts that they do not disclose in this proceeding.

32. Each party is ordered to save the other party harmless from any debts each is required to pay, and to notify their respective creditors of any debt obligations imposed upon them by the Decree of Divorce to be entered in this matter pursuant to Utah Code Annotated 30-3-5(1)(c) and 15-4-6.5, and to do any follow-up necessary to effectuate their obligations under these statutes. With respect to either party who is not ordered to make payments under Utah Code Annotated 30-3-5 and 30-4-3 on any joint obligations, no negative credit report under Utah Code Annotated 70C-7-107 and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, shall be made regarding the joint obligation after the creditor is served notice of the court's order as required under Utah Code Annotated 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 under any decree of this court.

HEALTH INSURANCE

33. With regard to providing medical insurance and coverage of medical bills for the minor children, pursuant to 78B-12-212, Utah Code Annotated, it is just, reasonable and proper that:

- a. In the event either party currently has now, or in the future, medical insurance available to them through their places of employment or through some other source at a reasonable rate, whichever party is able to obtain medical insurance at a reasonable cost is required to obtain such medical insurance for the benefit of the minor children of the parties. If both parties have insurance coverage available, they are not required to contribute to the premiums of the other party as long as such insurance is available and maintained by each party. If only one party maintains insurance for the children the party who is able to obtain adequate coverage at the lowest, reasonable cost should be required to obtain the insurance, with contributions from the other party as set forth below. Health insurance shall include an obligation to carry dental insurance if it is available on the same basis.
- b. Double coverage is not in any event required unless it results in a financial

benefit to both parties.

c. The parties shall equally share any and all out of pocket costs for health insurance premiums paid for the benefit of the parties' minor children, and shall equally share the costs of any and all non-covered medical expenses including insurance premiums, deductibles and co-payments. This shall include any treatment for mental illness.

d. A parent who incurs medical or dental expenses for the children is required to provide the other parent with written verification of payment or the incurring of medical and dental expenses to the other party within thirty (30) days of payment by the parent incurring the bill, or the date of payment by any insurance carrier with a balance remaining owed by the parents. Pursuant to 78B-12-212(a), Utah Code Annotated, the parent who fails to comply with this requirement may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses. The burden of proving that such proof of expenses has been provided shall be upon the parent making the claim for reimbursement.

e. Reimbursement by the obligor parent shall be made within thirty (30) days to the obligee parent.

f. With regard to contributions from either parent, neither parent is required to provide coverage, contributions or co-payments for any medical or dental

procedure that is incurred primarily for cosmetic purposes without his or her express written consent. This does not include orthodontic care, counseling, care for mental illness, or contact lenses.

g. Notwithstanding any of the foregoing provisions, neither party is required to maintain health or dental insurance for the children if it is not available to them at a reasonably affordable rate.

h. The requirement for either parent to maintain health and dental insurance, and/or to pay any non-covered medical and dental expenses shall remain in effect for a child only as long as the child is of age that he or she would be entitled to receive child support.

i. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, and/or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 602, et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of the insurance carrier, premium amount, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

34. The children'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 (the numerator) by the number of persons covered under the policy (the denominator) and multiplying the result by the number of minor children in this case who are covered by such a policy.

ALIMONY

35. The respondent is in need of alimony, and in regard thereto it is fair and reasonable that the petitioner pay alimony to the respondent in the amount of \$1,000.00 per month for a period of not longer than the length of the marriage, or until the respondent remarries or cohabitates with another person, or until either party dies, but without other conditions.

RETIREMENT & PENSION ACCOUNTS

36. Each party is awarded any and all interest they have in their own pension and retirement accounts, of whatever nature and wherever situated, free and clear of any claim by the other party.

LIFE INSURANCE

37. Neither party is required to maintain any life insurance on their respective lives for the benefit of the minor children or the other spouse.

BUSINESS INTERESTS

38. The parties own interests in HK Smith Enterprises, LLC and the sole interest in IDJ Enterprises, LLC, a Utah limited liability company. Any and all interest, title and rights in such business entities, of whatever type and wherever

situated, owned by the parties are awarded solely and exclusively to the petitioner, free and clear of any claim by the respondent; and therefore, the respondent shall be removed as a manager, interest holder, owner, or service in any other capacity in said companies and her interests in such companies are conveyed exclusively and in their entirety to the petitioner.

ATTORNEY FEES AND COURT COSTS

39. Each party shall pay their own costs and attorney fees incurred in this action.

MISCELLANEOUS PROVISIONS

40. Each party is required to execute and deliver to the other any documents necessary to implement the provisions of the Decree of Divorce entered by the court.

RESTRAINING ORDER

41. Each party is permanently restrained from harming, threatening, molesting, intimidating, or harassing the other party, and from destroying or taking any property belonging to the other party, from going to the other party's work or residence, except for arranged child care exchanges, and from speaking in a derogatory, disparaging or slanderous manner to third persons in such a way that it will adversely affect the business, employment, or general reputation in the community of the other party.

*** * * END OF DECREE OF DIVORCE * ***

**PURSUANT TO RULE 10, UTAH RULES OF CIVIL PROCEDURE, AND
RULE 4-503, UTAH RULES OF JUDICIAL ADMINISTRATION, THE
DATE, SEAL AND SIGNATURE OF THE COURT APPEARS AT TOP OF
PAGE ONE OF THIS DOCUMENT**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Decree of Divorce was [x] emailed, [] sent via facsimile transmission, [] hand-delivered [x] electronically filed on this 11th day of December, 2015, to the following:

Young Ja Smith
4846 West Copper Oaks Drive
Herriman, UT 84096
yjsmith31@yahoo.co.kr

WHIPPLE

/s/ **Kirsti Whipple**
KIRSTI

Paralegal