

MAY 25 2016

TOOELE COUNTY

By _____ *cb*
Deputy Clerk

Name: **MALLORY MAURINE BAER**
Address: **560 PEZEL RD**
TOOELE, UT 84074-
Phone: **(435) 228-8664**
Email: **mallorybaer@gmail.com**
Pro Se I am the Petitioner

Online Court Assistance Program

IN THE THIRD JUDICIAL DISTRICT COURT
OF TOOELE COUNTY, STATE OF UTAH
Tooele County Courthouse, 74 South 100 East, Suite 14, Tooele, UT 84074

MALLORY MAURINE BAER,
Petitioner,

vs.

THAYN MARCUS BAER,
Respondent.

**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 164300067

Commissioner: M.C. Tack

Judge: Robert W. Adkins

This divorce action is before the court on **MALLORY MAURINE BAER's** VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND COLCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. **MALLORY MAURINE BAER** is granted a divorce based on her Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

CHILDREN

2. The parties are the legal mother and legal father of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to these children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married, or if the mother is pregnant at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE. Pursuant to Rule 4-202.02 of the Utah Code of Judicial

Administration the names and birth dates of the minor children have been submitted to the court on the NON-PUBLIC INFORMATION– MINORS form. The initials, birth month, and birth year of each minor child are listed below.

a. MARCUS J BAER Born: April 2011

CHILDREN – CUSTODY

3. The parties are awarded the Joint Legal Custody of their minor children. **MALLORY MAURINE BAER** is awarded the primary physical custody of the children subject to **THAYN MARCUS BAER's** right to parent-time at reasonable times and places. The Court approves the following parenting plan.

PARENTING PLAN

4. The parents shall exchange information concerning the health, education, and welfare of the children.

5. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

6. When a child is with a parent, that parent will make the day to day decisions regarding the care, control and discipline of that child. That parent may also make emergency decisions regarding the health or safety of that child.

7. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

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

9. Should the parties have a dispute regarding parenting of the children, **MALLORY MAURINE BAER** will make the final decision.

10. 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 stipulation shall be prepared of any agreement reached in mediation which shall be signed by both parents and a copy provided to each parent. The parents shall share the costs of mediation equally.

11. 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, there must be a written agreement or arbitration record and decision and 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 on method of dispute resolution.

12. If the court finds that a parent has used 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.

13. The parties agree to the following in addition to the other terms of this parenting plan:

Discipline:

Each parent shall be responsible for disciplining the child during the period of time that child is in the care of that parent. If any significant discipline problems arise that require further attention, the parent who was first made aware of the discipline problem shall contact the other parent and discuss the matter in order to agree on

the necessary course of action. Neither parent shall permit the infliction of corporal or physical punishment of any kind on the child. No disciplinary measure shall be taken to override the parenting schedule.

Child Rearing:

Each parent shall teach the child to obey and respect the child's elders', teachers, and the law. Each parent shall personally supervise and control the conduct and activities of the child except when the child is at school, in known recreational activities, or in the immediate care of another competent person. Each parent is responsible for making sure their residence where the child will be staying provides basic necessities such as running water, electricity, and heat. Each parent is responsible for providing a healthy balanced diet, including appropriate meals and snacks, during the time the child is in his or her care. Each parent is responsible for providing proper care, should the child fall ill, to include doctor visits, proper medications/dosages, and comfort.

Religious Education:

Each parent may take the minor child to a church or place of worship of his or her choice during the time that the minor child is in his or her care. Neither parent may allow the child to partake in activities such as blessings, baptisms, etc. without prior written approval from the other parent.

Other Relationships:

Unless married, each parent's romantic relationships are to be kept discrete with respect to the child at all times. Neither parent is to confuse the child regarding the status of a romantic relationship by saying or implying that a significant other is or will be their stepfather or stepmother, until such a relationship has been established by legal and lawful marriage. The child's grandparents shall have reasonable rights to visitation. The paternal grandparent's visitation shall be expected to occur during the father's period of responsibility and the maternal grandparent's visitation shall be expected to occur during the mother's period of responsibility. If additional visitation with the grandparents is requested, the parents shall mutually agree to any additional visitation.

Alcohol, Tobacco, and Drugs:

Either parent may deny the other parent access to the minor child if that parent is under the influence of drugs or alcohol and constitutes a threat to the safety and well-being of the child when they arrive for visitation. Neither parent may consume alcoholic beverages, narcotics, or restricted dangerous drugs (except by prescription) within 6 hours prior to or during the periods of time with the child. Neither parent may permit any third party to consume alcoholic beverages, narcotics, or restricted dangerous drugs (except by prescription) in the presence of the child. The child will not be exposed to secondhand tobacco smoke while in the

home or in the car of either parent.

CHILDREN - PARENT TIME

14. If the parties reside within 150 miles of each other, reasonable parent-time shall be as the parties agree. If the parties do not agree, the following schedule shall be considered the minimum parent-time to which the noncustodial parent and the minor children shall be entitled:

FOR CHILDREN UNDER 5 MONTHS OF AGE:

- Weekly:** Six hours of parent-time per week, specified by the court or the noncustodial parent preferably, divided into three parent-time periods and to take place in the custodial home, established child care setting or other environment familiar to the child.
- Holidays:** Two hours on the holidays indicated below in the HOLIDAY SCHEDULE, to take place preferably in the custodial home, established child care setting or other environment familiar to the child.

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

- Weekly:** Nine hours of parent-time per week, specified by the court or the noncustodial parent preferably, divided into three parent-time periods and to take place in the custodial home, established child care setting or other environment familiar to the child.
- Holidays:** Two hours on the holidays indicated below in the HOLIDAY SCHEDULE, to take place preferably in the custodial home, established child care setting or other environment familiar to the child.

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

- Weekly:** One 8 hour visit per week to be specified by the noncustodial parent or the court; and one 3 hour visit per week to be specified by the noncustodial parent or the court.
- Holidays:** Eight hours on the holidays indicated below in the HOLIDAY SCHEDULE, and
- Electronic Communication:** Brief telephone contact and other virtual parent-time, if the equipment is reasonably available, with noncustodial parent at least two times per week. 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 the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 12 MONTHS TO UNDER 18 MONTHS OF AGE:

- Alternate** One 8 hour visit on alternating weekends to be specified by the noncustodial parent
- Weekends:** or the court; and from 6 p.m. on Friday until noon on Saturday the opposite

alternating weekends.

Weekly: One 3 hour visit per week to be specified by the noncustodial parent or the court.

Holidays: Eight hours on the holidays indicated below in the HOLIDAY SCHEDULE, and

Electronic Communication: Brief telephone contact and other virtual parent-time, if the equipment is reasonably available, with noncustodial parent at least two times per week. 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 the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

Midweek: One weekday evening for two hours between 5:30 - 8:30 p.m. to be specified by the noncustodial parent or the court. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. Friday until 7:00 p.m. Sunday continuing each year.

Holiday Parent-time: Holidays as specified below in the HOLIDAY SCHEDULE.

Extended Parent-time: Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one week shall be uninterrupted time for the noncustodial parent;
- b. the remaining week shall be subject to parent-time for the custodial parent consistent with these guidelines; and
- c. the custodial parent shall have an identical one-week period of uninterrupted time for vacation.

Notification of extended parent-time or vacation weeks with the child shall be provided at least 30 days in advance to the other parent.

Electronic Communication: Brief telephone contact and virtual parent-time, if the equipment is reasonably available, with noncustodial parent at least two times per week. 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 the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE:

Midweek: One weekday evening from 5:30 - 8:30 p.m. to be specified by the noncustodial parent or court. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. on Friday until 7:00 p.m. on Sunday continuing each year.

Holiday Parent-time: Holidays as specified below in the HOLIDAY SCHEDULE.

Extended Parent-time: Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one two-week period shall be uninterrupted time for the noncustodial parent;
- b. the remaining two-week period shall be subject to parent-time for the custodial parent consistent to these guidelines; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time for vacation.

A parent shall notify the other parent at least 30 days in advance of extended parent-time or vacation weeks.

Electronic Communication: Brief telephone contact and virtual parent-time at reasonable hours and for reasonable duration, if the equipment is reasonably available, with the noncustodial parent at least two times per week. 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 the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE:

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent or the court, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree. Weekends include any "snow" days, teacher development days, or other days when school is not scheduled and which are contiguous to the weekend period.

School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday, continuing each year.

School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., accommodating the custodial parent's work schedule,

until 7:00 p.m. on Sunday, if the noncustodial parent is available to be with the child.

Pick Up by Non-Parent: 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.

Changes to Weekends: Weekend parent-time elections shall 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.

Holiday Parent-time: Holidays as specified below in the HOLIDAY SCHEDULE.

Extended Parent-time: Extended parent-time with the noncustodial parent may be up to four consecutive weeks when school is not in session, at the option of the noncustodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. 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; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Both parents shall provide notification of extended parent-time or vacation weeks with the child at least 30 days prior to the end of the child's school year 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.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. 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 the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

HOLIDAY SCHEDULE

- **Other Included Days:** Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period.
- **Alternating Weekends:** Holidays take precedence over the weekend parent-time, and changes

may not be made in the regular rotation of the alternating weekend parent-time schedule.

- **Birthdays:** Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. However, 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.
- **School Attendance:** If a holiday falls on a regular scheduled school day, the noncustodial parent shall be responsible for the child's attendance at school for that school day.
- **Lengthier Holiday Period – School in Session:** During the time a child's school is in session, at the election of the noncustodial parent, parent-time 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.
- **Lengthier Holiday Period – School not in Session:** During the time a child's school is not in session, at the election of the noncustodial parent, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the custodial parent's 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.
- **Pick up Person:** A 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.
- **Changes:** Elections shall 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.
- **Custodial Parent:** The custodial parent is entitled to the “odd numbered years” holidays designated in the schedule below when the noncustodial parent has the “even numbered years” holidays and the “even numbered years” holidays when the noncustodial parent has the “odd numbered years” holidays so that each parent has an equal amount of holiday time with the child.

Odd Numbered Years

Child's Birthday - on the day before or after the actual birth date from 3 p.m. to 9 p.m.

Note: At the discretion of the noncustodial parent, that parent may take other siblings along for the birthday.

Martin Luther King, Jr. - 6 p.m. the day before until 7 p.m. on the holiday unless the holiday extends for a lengthier period of time to which the parent is completely entitled

Even Numbered Years

Child's Birthday - on the actual birth date from 3 p.m. to 9 p.m.

President's Day – from 6 p.m. day before until 7 p.m. on the holiday unless the holiday extends for a lengthier period of time to which the parent is completely entitled

Spring Break - from 6 p.m. Fri. until Sun. 7 p.m. unless holiday extends for lengthier period of time to which parent is completely entitled

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

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

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

Veterans Day Holiday - beginning 6 p.m. the day before the holiday until 7 p.m. on the holiday

Christmas School Vacation: means the time period beginning on the evening the child gets out of school for the Christmas or winter school break until the evening before the child returns to school.

Christmas School Vacation – odd years - the first portion of the Christmas school vacation including Christmas Eve and Christmas Day until 1 p.m. on the day halfway through the holiday period, 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 period is equally divided

Father's Day: with natural or adoptive father every year from 9 a.m. to 7 p.m. on holiday

Mother's Day: with natural or adoptive mother every year from 9 a.m. to 7 p.m. on holiday

PARENT-TIME AND VISITATION GUIDELINES FOR ALL CHILDREN:

- Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

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

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

Columbus Day- beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday

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.

Thanksgiving - from Wed. 7 p.m. to Sun. 7 p.m.

Christmas School Vacation – even years - the second portion of the Christmas school vacation beginning 1 p.m. on the day halfway through the holiday period, 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 period is equally divided

- The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- If a child is on a different parent-time schedule than a sibling, based on Utah's guidelines (Utah Code Sections 30-3-35 and 30-3-35.5), the parents should consider using the parent-time schedule for an older child with all the minor children so that parent-time is uniform between school aged and non-school aged children.
- 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 parent-time schedule.
- The responsibility for the pick up, delivery, and return of the children shall be determined by the court when the parent-time order is entered, and may be changed at any time a subsequent modification is made to the parent-time order.
- If the noncustodial parent will be providing transportation the custodial parent shall have the children ready for parent-time at the time the children are to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the children at the time they are returned.
- If the custodial parent will be transporting the children, the noncustodial parent shall be at the appointed place at the time the noncustodial parent is to receive the children, and have the children ready to be picked up at the appointed time and place, or have made reasonable alternate arrangements for the custodial parent to pick up the child.
- Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.
- Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully.
- The noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.
- Each parent shall provide the other with his or her current address and telephone number email address, and other virtual parent-time access information within 24 hours of any change.
- During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications with the child in the form of mail privileges and virtual parent-time if the equipment

is reasonably available. 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 the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

- Virtual parent-time means parent-time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless technologies over the Internet or other communication media to supplement in-person visits between a noncustodial parent and a child or between a child and the custodial parent when the child is staying with the noncustodial parent. Virtual parent time is designed to supplement, not replace, in-person parent-time.
- Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the child on the religious holiday.
- When parent-time has not taken place for an extended period of time and the children lack an appropriate bond with the noncustodial parent, both parents shall consider the possible adverse effects on the children and gradually reintroduce an appropriate parent-time plan for the noncustodial parent.
- For emergency purposes, whenever the children travel with either parent, all of the following will be provided to the other parent:
 - a. an itinerary of travel dates;
 - b. destinations;
 - c. places where the child or traveling parent can be reached; and
 - d. the name and telephone number of an available third person who would be knowledgeable of the children's location.
- A child under the age of five shall not travel unchaperoned.

FOR DAY CARE:

- Parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able to transport the children, to provide the child care.
- Child care arrangements existing during the marriage are preferred as are child care arrangements with nominal or no charge.
- Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers.

ALTERATIONS TO STANDARD PARENT-TIME SCHEDULE:

The above parent-time schedule is modified as follows:

Midweek- School in Session: During the time a child's school is in session, TWO weekday evenings (Monday and Wednesday), from 5:30-8:30 p.m.; or, at the election of the noncustodial parent, Monday and/or Wednesday from the time the child's school is regularly dismissed until 8:30 p.m. This must be communicated in advance between both parents.

Midweek- School not in Session: During the time a child's school is not in session, TWO weekdays (Monday and Wednesday) from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

The Holiday Schedule above is the default Holiday Schedule. Should both parents be able and willing to agree on a different schedule or shared holidays, they may mutually agree to do so (in writing). Should there be any disagreements, the default Holiday Schedule will be up-held. There has already been a mutual agreement for Christmas Eve 2016. The custodial parent will have the child overnight on Christmas Eve 2016, as the non-custodial parent had the child overnight Christmas Eve 2015.

For Day Care- As mentioned above, parental care is preferred over surrogate care. The custodial parent works from home (providing daycare), and the child will continue to be in the custodial parent's care during the day. This is an option with no financial charge and is in the best interest of the child, as this was the arrangement during the marriage as well.

While separated, preparing for divorce, the non-custodial parent was given weekly overnight stays with the child. The custodial parent was not in agreement with this schedule, as it disrupted the child's sleep and school day. The custodial parent wanted to allow the non custodial parent to have this time to determine if it would work out in the best interest of the child. At this time, the custodial parent has decided the disruption of the child's sleep and school day is too much for the child to reasonably handle. For example, it is not in the best interest of the child to wake up between 5:30-6:00 a.m., while school is in session, to be brought back to the custodial parent. Changes must be made by the non custodial parent, to better play his part, should he want to continue seeking a joint custody arrangement.

SHOULD THE NON CUSTODIAL PARENT WISH TO DISCUSS AND REVIEW A POSSIBLE CHANGE TO PHYSICAL CUSTODY, HE MAY DO SO IN ONE YEAR'S TIME. IF THE REQUEST FOR REVIEW IS MADE, THE NON CUSTODIAL PARENT MUST PROVIDE PROOF THAT CHANGES HAVE BEEN MADE TO ENABLE THE NON CUSTODIAL PARENT TO PLAY A

BIGGER PART IN THE CHILD'S DAY TO DAY LIFE. FOR EXAMPLE, A CONSISTENT WORK SCHEDULE CHANGE THAT ALLOWS THE NON CUSTODIAL PARENT TO TAKE THE CHILD TO SCHOOL (WHICH COULD ALLOW WEEKLY OVERNIGHT VISITS).

CHILDREN - PICKUP AND DELIVERY FOR PARENT-TIME

15. **MALLORY MAURINE BAER** will deliver the children for **THAYN MARCUS BAER's** parent time and **THAYN MARCUS BAER** will return them unless we make other arrangements.

CHILDREN - PARENT-TIME RELOCATION

16. If either party moves more than 150 miles from the other parent, the moving parent shall provide advance written notice of the intended relocation to the other parent. If possible, the notice shall be provided 60 days before the anticipated move. A parent who fails to comply with the notice of relocation shall be in contempt of the Court's order. The written notice of relocation shall contain statements affirming that:

- a. the parent-time provisions in Utah Code 30-3-37(5) or a schedule approved by both parties will be followed; and
- b. neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

17. If either parent lives more than 150 miles away from the other parent or if both parents live in separate countries, parent time shall be as the parties agree. If they are unable to agree, the following shall be the minimum parent-time allowed to the non-custodial parent:

- a. in years ending in odd number, the minor children shall spend the following holidays with the noncustodial parent:
 - i. Thanksgiving holiday beginning Wednesday until Sunday; and
 - ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children shall spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children shall be returned to the custodial home no later than seven days before school begins. This week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties shall mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent shall select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

- i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent shall be entitled to the next to the last weekend of the month.

- ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the noncustodial parent's monthly weekend entitlement for that month.

- iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in

Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. At the non-custodial parent's option, thirty days of parent time shall be uninterrupted each year. The non-custodial parent shall select the 30-day uninterrupted time period within the summer or off-track extended parent time.

18. If either parent lives more than 150 miles away from the other parent or if both parents live in separate countries, costs for their children's travel expenses for parent-time shall be shared equally by the parents.

19. If the parent who does not have primary physical care has been found in contempt for not being current on all support obligations, that parent shall be responsible for all of the child's travel expenses relating to the parent time schedule in this order.

20. Reimbursement by the responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

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

INCOME: MALLORY MAURINE BAER

22. Pursuant to Utah Code 78B-12-203 **MALLORY MAURINE BAER's** total countable gross monthly income for child support purposes is **\$498.00**. **MALLORY MAURINE BAER's** base child support amount using the sole custody calculation is **\$30.00** per month. **MALLORY MAURINE BAER** receives the following gross monthly income from all sources:

a. **MALLORY MAURINE BAER** is employed at **In-Home Babysitter** and grosses

\$498.33 per month working the equivalent of one full-time 40-hour a week job or less.

INCOME: THAYN MARCUS BAER

23. Pursuant to Utah Code 78B-12-203 **THAYN MARCUS BAER's** total countable gross monthly income for child support purposes is **\$3,813.00**. **THAYN MARCUS BAER's** base child support amount using the sole custody calculation is **\$542.00** per month. **THAYN MARCUS BAER** receives the following gross monthly income from all sources:

- a. **THAYN MARCUS BAER** is employed at **Utah Engineering/SameDay Heating & Air** and grosses **\$3,813.33** per month working the equivalent of one full-time 40-hour a week job or less.

CHILD SUPPORT

24. Pursuant to Utah Code 78B-12-202 et seq., **THAYN MARCUS BAER** is ordered to pay child support to **MALLORY MAURINE BAER** as follows:

- a. A sum of not less than **\$542.00** per month base support in compliance with the Uniform Child Support Guidelines. 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 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. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.
- c. The person entitled to receive child support shall be entitled to mandatory income

withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

d. Any Office of Recovery Service fee shall be paid by **THAYN MARCUS BAER**.

e. The issue of child support arrearages may be determined by further judicial or administrative process.

f. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

g. Under Utah Code 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

h. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

i. The parties shall adhere to the following for child related support or expenses:

i. All education costs, medical costs (as mentioned in the health care section), extra curricular activity costs, and any other costs in regard to the child, will be split evenly between Mallory and Thayn.

ii. Thayn Baer shall purchase a life insurance policy or add the child to his current life insurance policy, in a sufficient amount to cover Thayn Baer's child support obligation in the event of Thayn Baer's death.

TAX DEDUCTION FOR DEPENDENT CHILDREN

25. The tax deduction for the parties' children is as follows:

MALLORY MAURINE BAER will receive the deduction in even years. THAYN MARCUS BAER will receive the deduction in odd years. A year, in this provision, is considered the year in which taxes have been paid, even if the taxes are filed into the next year.

For the tax year of 2015, MALLORY MAURINE BAER and THAYN MARCUS BAER will still be legally married. They will file jointly, and split the money evenly.

Example: For the tax year 2016, MALLORY MAURINE BAER will claim the child,

even if she doesn't file her taxes until the beginning of 2017.

CHILD HEALTH CARE

26. Responsibility for child medical and dental expenses shall be as follows:

a. THAYN MARCUS BAER is required to maintain medical, hospital, and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.

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

c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance, UNLESS BOTH PARTIES COVER THE DEPENDENT CHILD ON HEALTH, HOSPITAL, OR DENTAL INSURANCE PLANS.

d. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.

e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

g. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

CHILD CARE EXPENSES

27. All reasonable work, career, or occupational training-related child care expenses shall be paid as follows:

Work-related child care will not be utilized at this time, but both parents agree to discuss child care concerns when needed. The dependent child will be provided child care by the custodial parent, as the custodial parent provides daycare services in the home.

At the time that work-related child care is utilized, child care costs will be split equally.

PUBLIC ASSISTANCE STATEMENT - ORS

28. Neither **MALLORY MAURINE BAER** nor **THAYN MARCUS BAER** has received or is receiving public assistance from the State of Utah.

PERSONAL PROPERTY

29. The following vehicles are divided as indicated:

a. **MALLORY MAURINE BAER** is awarded the following vehicles:

i. **Subaru, Tribeca, 2006**
Estimated current value: **\$6,000.00**

b. **THAYN MARCUS BAER** is awarded the following vehicles:

i. **Mazda, 3, 2012**
Estimated current value: **\$11,000.00**
This vehicle is security for the following loans:

Lender: **FIRST TECH FEDERAL CREDIT UNION**
Address: **355 Ledgelawn Drive**
Conway, AR, 72034
Amount Owed: **\$20,000.00**
Monthly Payment: **\$365.85**
THAYN MARCUS BAER will pay: **The entire debt.**
Person to provide creditor Decree of Divorce: **THAYN MARCUS BAER**

30. The following bank and credit union accounts are divided as indicated:

a. Account number: **7217**
Name of Institution: **Mountain America Credit Union**
Account Balance: **\$27.19**

Divide as follows: **Award to party whose name is on the account.**

b. Account number: **6178**

Name of Institution: **Mountain America Credit Union**

Account Balance: **\$1,250.00**

Divide as follows: **Award to party whose name is on the account.**

31. The following personal property is divided as indicated:

a. **MALLORY MAURINE BAER** shall receive the following property:

- i. **Washer Machine & Dryer Set**
- ii. **42 inch TV**
- iii. **Playstation 3 system and controllers**
- iv. **Kitchen Table & Chairs**
- v. **Couch**
- vi. **Recliner**
- vii. **King Size Bed w/bedding**
- viii. **Full Size Bed w/bedding**
- ix. **Microwave**

b. **THAYN MARCUS BAER** shall receive the following property:

- i. **Multiple Guns**
- ii. **Multiple Large Tools; Table Saws, Drills, Sanders, etc.**
- iii. **Multiple Small Tools; Tool Sets, small drills, etc.**
- iv. **32 inch TV**
- v. **Playstation 4 system, controllers, games**
- vi. **Queen Size Bed w/bedding**
- vii. **Twin Sized Bed**
- viii. **Futon**
- ix. **Entertainment Center**

c. The following property will be divided as described.

- i. Property Item: **Multiple Movies; Blu Ray and DVD**
Divide as follows: **Movies are split evenly; Those bought outside the marriage have been given to the original owner. The rest have been split fairly.**

32. All other personal property shall be divided as the parties have already divided it.

DEBTS

33. Each party is ordered to assume and pay debts and hold the other harmless from liability as follows:

a. Debt owed to: **IRS**

Description of debt: **Underpaid taxes from 2013**

Amount owed on debt: **\$101.00**

MALLORY MAURINE BAER will pay: **Half of the debt.**

THAYN MARCUS BAER will pay: **Half of the debt.**

Person to provide creditor Decree of Divorce: **MALLORY MAURINE BAER**

b. Debt owed to: **Home Depot**

Description of debt: **Home Depot Credit Card**

Amount owed on debt: **Not available at time petition filed.**

The debt will be paid as follows: **401K was cashed out in November 2015.**

The 401K cash out was used to pay off most of the marital debt, to include SOME of this credit card.

Any remaining debt on this credit card or accrued on this credit card

AFTER it was paid down (after MALLORY MAURINE BAER and THAYN MARCUS BAER were separated) will be paid by MALLORY MAURINE BAER.

Person to provide creditor Decree of Divorce: **MALLORY MAURINE BAER**

c. Debt owed to: **Capital One**

Description of debt: **Thayn Baer's Capital One Credit Card**

Amount owed on debt: **Not available at time petition filed.**

The debt will be paid as follows: **401K was cashed out in November 2015.**

The 401K cash out was used to pay off most of the marital debt, to include this credit card.

Any debt accrued on this credit card AFTER it was paid off (after MALLORY MAURINE BAER and THAYN MARCUS BAER were separated) will be paid by THAYN MARCUS BAER.

Person to provide creditor Decree of Divorce: **THAYN MARCUS BAER**

d. Debt owed to: **Not Available at time Petition Filed**

Description of debt: **MEDICAL EXPENSES FOR MALLORY**

Amount owed on debt: **Not available at time petition filed.**

MALLORY MAURINE BAER will pay: **The entire debt.**

Person to provide creditor Decree of Divorce: **MALLORY MAURINE BAER**

e. Debt owed to: **Not Available at time Petition Filed**

Description of debt: **MEDICAL EXPENSES FOR CHILD**

Amount owed on debt: **Not available at time petition filed.**

MALLORY MAURINE BAER will pay: **Half of the debt.**

THAYN MARCUS BAER will pay: **Half of the debt.**

Person to provide creditor Decree of Divorce: **MALLORY MAURINE BAER**

f. Debt owed to: **Not Available at time Petition Filed**

Description of debt: **Multiple credit cards**

Amount owed on debt: **Not available at time petition filed.**

The debt will be paid as follows: **401K was cashed out in November 2015.**

The 401K cash out was used to pay off most of the marital debt, to include these credit cards

Any debt accrued on this credit card AFTER it was paid off (after MALLORY MAURINE BAER and THAYN MARCUS BAER were separated) will be paid by THAYN MARCUS BAER.

Person to provide creditor Decree of Divorce: **THAYN MARCUS BAER**

g. Debt owed to: **Care Credit**

Description of debt: **medical expenses for Mallory, Thayn, and child**

Amount owed on debt: **Not available at time petition filed.**

The debt will be paid as follows: **401K was cashed out in November 2015.**

The 401K cash out was used to pay off most of the marital debt, to include SOME of this credit card

Any debt remaining on this card or accrued on this credit card AFTER it was paid down (after MALLORY MAURINE BAER and THAYN MARCUS BAER were separated) will be paid by MALLORY MAURINE BAER.

Person to provide creditor Decree of Divorce: **MALLORY MAURINE BAER**

h. Debt owed to: **Not Available at time Petition Filed**

Description of debt: **Credit Card- Mallory**

Amount owed on debt: **Not available at time petition filed.**

The debt will be paid as follows: **401K was cashed out in November 2015.**

The 401K cash out was used to pay off most of the marital debt, not including this card.

Any debt remaining on this card or accrued on this credit card AFTER separation (after MALLORY MAURINE BAER and THAYN MARCUS BAER were separated) will be paid by MALLORY MAURINE BAER.

Person to provide creditor Decree of Divorce: **MALLORY MAURINE BAER**

REAL PROPERTY

34. During the course of the marriage, the parties acquired the following real property:

a. **Single Family Home:**

- i. Address: **560 Pezel Rd, Tooele, UT 84074- ;**
- ii. Tax Identification Number: **10-011-0-0007;**
- iii. Legal description: **LOT 7, PEZEL SUB TCS 0.22 AC.**

b. This property shall be divided as follows:

Award property to MALLORY MAURINE BAER without equity to THAYN MARCUS BAER, per THAYN MARCUS BAER'S request. MALLORY MAURINE BAER has two years to refinance the home to remove THAYN MARCUS BAER from the mortgage, or to sell the home entirely.

MALLORY MAURINE BAER and THAYN MARCUS BAER must file a quit claim deed on the property, removing THAYN MARCUS BAER from the deed. This will be filed with the mortgage company and the Tooele County Recorder/Surveyor.

All maintenance needed, to potentially sell the home (should MALLORY MAURINE BAER choose to do so), will be covered by MALLORY MAURINE BAER. Due to the disrepair of the home, the cost to get it into potential selling condition (should MALLORY MAURINE BAER choose to do so) is high. Because of that, THAYN MARCUS BAER will not garner any equity from the potential sale of the home.

ALIMONY

35. **MALLORY MAURINE BAER** is awarded a sum of not less than **\$100.00** per month as alimony from **THAYN MARCUS BAER**. **THAYN MARCUS BAER's** alimony obligation shall terminate upon **MALLORY MAURINE BAER's** remarriage, cohabitation, or on **07/31/2019**, whichever occurs first.

36. Alimony payments shall begin the month immediately following the entry of the order for alimony. The monthly alimony support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless a custodial parent uses the Office of Recovery Services to collect support. Alimony due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Alimony due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month. Should a custodial parent use the Office of Recovery Services to collect support, alimony shall be due on the first day of each month and delinquent on the first day of the following month.

RETIREMENT MONEY - PENSIONS AND PLANS

37. The parties have retirement money. The owner of the retirement money (Plan Participant) shall cooperate fully in whatever is necessary for both parties to have full access to all of the

information concerning the pension plan, retirement account, moneys and/or benefits, including signing any necessary forms for release of the information to the other party (Alternate Payee). In the event that the owner (Plan Participant) receives any of the retirement money awarded to the other party (Alternate Payee), the owner (Plan Participant) shall receive that money in the form of a constructive trust for the other party (Alternate Payee) and the owner (Plan Participant) is ordered to pay the benefit directly to the other party (Alternate Payee) within five days of its receipt. Information on the pension plans, retirement accounts, moneys and/or benefits and how they are to be divided is listed below:

- a. Company: **Not available at time petition filed.**
 - i. Plan Name: **Not available at time petition filed.**
 - ii. Plan Administrator **Not available at time petition filed.**
 - iii. Account Number **Not available at time petitioner filed.**
 - iv. This plan is in the name of **THAYN MARCUS BAER**
 - v. Plan Value: **\$2,000.00**
 - vi. The entire account is awarded to **THAYN MARCUS BAER.**

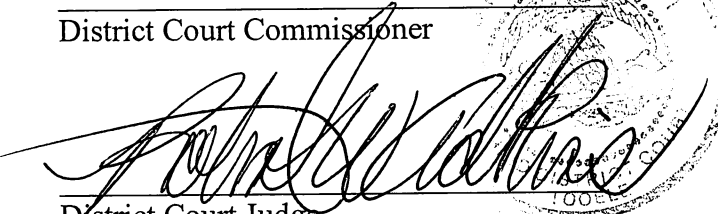
DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

38. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

DATED _____

District Court Commissioner

DATED May 25, 2016



District Court Judge



CERTIFICATE OF DELIVERY

On _____ (date) I mailed or hand delivered a copy of this
DECREE OF DIVORCE AND JUDGMENT, to:

THAYN MARCUS BAER
60 S 4TH STREET
TOOELE, UT 84074-

Sign here _____
MALLORY MAURINE BAER