

The Order of the Court is stated below:

Dated: July 30, 2018  
07:35:28 AM

/s/ Thomas L. Kay  
District Court Judge



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**IN THE SECOND JUDICIAL DISTRICT COURT**

**DAVIS COUNTY, STATE OF UTAH**

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**JEREMY D. OVERTURF,**

Petitioner,

v.

**KIMBERLY A. OVERTURF,**

Respondent.

**DECREE OF DIVORCE**

**CASE NO. 174701376**

**Commissioner: WILSON**

**Judge: KAY**

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This matter comes before the Court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation of the parties and having previously entered its Findings of Fact and Conclusions of Law;

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

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the

Court in the Register of Actions.

2. Residency: Both parties are bona fide residents of Davis County, Utah and have been for three months immediately prior to the filing of this action.
3. Marriage Statistics. Petitioner and Respondent were married on July 9th, 2005, and are presently married.
4. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.
5. Children. There have been two (2) children born as issue of the marriage:

<b>Child's Initials</b>	<b>Month &amp; Year of Birth</b>
K.O.	July 14, 2003
K.O.	June 8, 2006

6. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. § 78B-13-101, *et seq.* The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children's care, protection, training, and personal relationships.
7. Custody. The parties will share joint legal and physical custody of the minor

children.

8. Parent Time. The parties shall have flexible parent-time with the minor children as the parties agree. If the parties are unable to agree, the parties shall share the minor children equally with each parent having the minor children for one week on a rotating schedule, with parent-time exchanges taking place on Sunday at 7pm.
  - a. Extended Time. Each party shall be entitled to two (2) weeks of uninterrupted parent-time in the summer months. In odd years, Petitioner shall designate his uninterrupted and interrupted time by April 15<sup>th</sup> and Respondent shall then designate her uninterrupted time by May 1<sup>st</sup>. In even years, Respondent shall designate her uninterrupted time by April 15<sup>th</sup> and Petitioner shall then designate his uninterrupted and interrupted time by May 1<sup>st</sup>. Neither party shall schedule their extended time during the other's designated holiday parent-time. Neither party shall take the children out of school for a vacation unless both parties are in agreement.
9. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code §30-3-33 as the binding Parenting Plan. In addition the parties agree as follows:
  - a. Transportation: The parties shall equally share transportation for parent-time exchanges with the receiving party providing the transportation.
  - b. The parties will make joint decisions regarding substantial or significant

issues affecting the minor children including but not limited to their children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues;

- c. Both parties will have access to the children's school, church, medical and other records and will include the other party as the parent on such records. The parties shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully;
- d. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;
- e. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the children;
- f. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

- g. The parties shall share information relating to doctors or dentists appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;
- h. The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within 24 hours of the change;
- i. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent;
- j. For emergency purposes, whenever the children travel with either parent overnight or longer, the following will be provided to the other parent:
  - i. an itinerary of travel dates;
  - ii. destinations;
  - iii. places where the children or traveling parent can be reached; and,
  - iv. the name and telephone number of an available third person who would be knowledgeable of the children's location;
- k. The parties agree to work together in a reasonable manner to accommodate each other and to provide the children consistency and stability;
- l. Special consideration should 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;

- m. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children;
- n. The parties agree that they will not put the children in the middle. The parties will not discuss with the children adult issues including any legal or financial related issues with the children;
- o. The parties agree the minor children will not be used as a messenger;
- p. The parties shall maintain safe and appropriate sleeping and living accommodations for the children.
- q. Neither parent shall question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;
- r. The party with the minor children in his/her care shall be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;
- s. Communication regarding the minor children shall be directly between the parents and shall not involve third parties;

- t. Neither party will have a member of the opposite sex with whom they are romantically involved spend the night when the children are in his or her care unless they are married; and,
- u. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor children, they shall attend mediation prior to litigation. Each party shall be responsible for one-half the cost of the mediation.
- v. Mutual Restraining Order: The parties shall not make disparaging remarks to one another or to their child about one another in the child's presence, either verbally, in writing or otherwise. Both parties are prohibited from discussing this case or any pending litigation with the minor child. Both parties are mutually restrained from harassing or threatening the other party. The parents will have an affirmative duty to remove the child from the presence of any third parties who engage in prohibited behavior.
- w. Both parties shall keep the other party informed as to their current address and phone number and as to where the minor child may be contacted.
- x. The parties shall make joint decisions regarding substantial or significant issues affecting the minor child including but not limited to their child's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues.

y. Both parties shall have access to the child's school, church, medical and other records and will include the other party as the parent on such records.

10. Clothing for the Minor Children: Petitioner shall be responsible for providing all clothing for the minor children. Clothing shall be proper for the season and accommodate the purpose meant to be served.

11. Extra-Curricular Activities: Petitioner shall pay for all expenses for the minor children's extra-curricular activities. This shall include, but not be limited to, registration fees, photo fees, travel fees, and necessary equipment and gear for each activity.

12. Child Support: The Father's gross monthly income is \$5,350.00 per month. Respondent's gross monthly income is \$1,262.00. Based on the joint custody child support worksheet with Petitioner having 182 overnights each year and Respondent having 183 overnights each year, Petitioner's child support obligation shall be \$436.00 per month.

a. Support for a 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 in accordance with U.C.A. §78A-6-801-805.

b. Either party may adjust child support pursuant to Utah Code and its pertinent



statute.

- c. Time and method of payment: Petitioner shall make said child support payments to Respondent, one-half on or before the fifth day of each month and one-half on or before the twentieth day of each month. Respondent is allowed to implement automatic income withholding procedures through the State of Utah, Office of Recovery Services.

13. Medical/Dental Expenses: The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with Utah Code Annotated § 78B-12-212. Currently, Petitioner maintains said insurance.

- a. Petitioner shall pay all out-of-pocket costs of the premium for the children's medical, dental and vision insurance.
- b. Petitioner shall pay all uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments incurred for the dependent children.
- c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30

calendar days of the date he or she first knew or should have known of the change.

- d. The parties shall cooperate in exchanging information in order to enroll the minor child in health insurance. If the child is ever double covered the parties shall share equally in each policy per capita premium for the minor child.
- e. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Petitioner shall be secondary coverage for the depended 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.

14. Dependency Exemption: It is reasonable that the parties shall equally share the dependency exemption for the parties' minor children.

- a. When there are two children to be claimed each party shall claim one child.
- b. When there is only one child to be claimed Respondent shall claim the child in years ending in an even number and Respondent shall claim the child in years

ending in an odd number.

- c. Petitioner's right to claim the minor child will be given him only if he is current on all of his child support obligations by December 31<sup>st</sup> of the respective year.

15. Alimony. Respondent shall pay Petitioner alimony in the amount of \$664.00 per month for a period of two (2) years commencing April 1, 2018. The alimony is due one-half on the 5<sup>th</sup> and one-half on the 20<sup>th</sup> of each month. The alimony shall automatically terminate upon payment for two (2) years, the death of either party, the remarriage of Respondent or the cohabitation of Respondent, whichever occurs first.

16. Personal Property. During the course of the marriage, the parties have acquired certain items of household goods, furnishings, fixtures, appliances and other items of personal property which would be satisfactorily divided between the parties.

- a. Each party shall be awarded specific personal property as provided:

<i>Asset</i>	<i>Awarded to:</i>
2015 Kia Optima	Petitioner
2008 Chevrolet Suburban	Respondent
2004 Nissan Maxima	Petitioner
2004 Nissan Maxima	Petitioner
2017 Harley Davidson	Respondent

- b. Within 30 days from the sale of the marital home, Respondent shall sell or refinance the 2008 Chevrolet Suburban to get Petitioner's name off the loan.
- c. Within 30 days from the sale of the marital home, Petitioner shall sale or refinance the 2015 Kia to get Respondent's name off the loan.
- d. Each party shall be responsible for maintaining any vehicles they are awarded.  
Each party shall pay for their own vehicle insurance.

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

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Lending Club Credit Card	\$24,000.00	Petitioner
American Express Credit Card	\$20,683.00	Petitioner
America First Credit Union Credit Card	\$3,613.00	Petitioner
Chase Credit Card	\$14,573.00	Petitioner
Citi Credit Card	\$5,203.00	Petitioner
Lowes Credit Card	\$4,681.00	Petitioner
CNBA Credit Card	\$1,047.00	Petitioner
Les Schwab Credit Card	\$690.00	Petitioner
Kohl's/Capone Credit Card in Petitioner's name	\$189.00	Petitioner
Kohl's Credit Card in Respondent's name	\$566.57	Respondent
Victoria's Secret Credit Card	\$277.89	Respondent
US Bank Credit Card	\$450.00	Respondent
America First Line Of Credit	\$1,500.00	Respondent

- a. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred after separation.
- b. Creditors. The parties understand that for joint debts, upon the entering of the Decree of Divorce, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

- c. Notification to Creditors. For any joint debts, the parties may notify their respective creditors regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- d. Joint Accounts. The parties will cooperate in closing any joint credit cards or other joint credit accounts within thirty (30) days of the signing of the Stipulation.

18. Real Property. During the course of the marriage, the parties acquired two (2) homes.

- a. The home located at 1221 West 1640 North, Clinton, Utah shall be sold. The parties shall work together to select a flat rate or discount rate real estate agent. The parties shall work together to select the agent and shall cooperate in signing all necessary documents. Once the house is sold the proceeds shall be split as follows:
  - i. First, to extinguish the mortgage on the home,
  - ii. Second, to cover the costs of sale and real estate fees,
  - iii. Third, to pay off the balance as of November 1<sup>st</sup>, 2017, the Lowes Credit Card, Citi Credit Card and the Les Schwab Credit Card.
  - iv. Finally, all remaining proceeds shall be shared equally between the parties.
- b. The home located at 1174 West 1580 North, Clinton, Utah shall be awarded solely to Petitioner as his sole and separate property. Respondent's name does

not appear on the note or title to the home so she will not be required to sign a quit claim deed.

19. Life Insurance. Petitioner shall maintain a life insurance policy and shall designate Respondent as the beneficiary for an amount equal to any amounts of child support and alimony he would have been responsible for.
20. Bank Accounts. Each party is awarded his or her own bank account(s).
21. Business Interests. Petitioner has bought into two multi-level marketing companies called Vasayo and Melaleuca. Petitioner is awarded these business interests free and clear of any claim by Respondent.
22. Retirement Accounts. Petitioner has several retirement accounts, namely a TSP, FERS and a ROTH IRA. These accounts shall be divided between the parties according to the Woodward formula. A Qualified Domestic Relations Order (QDRO) shall be prepared for each account. Respondent shall bear the any costs associated with the preparation of the QDRO for the TSP and FERS account. Petitioner shall be responsible for any costs associated with the preparation of the QDRO for the ROTH IRA.
23. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.
24. 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.

25. Full Disclosures: The parties each indicate that there has been a complete accurate and current disclosure of all income. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury.

26. Attorney's Fees and Costs: Each party shall assume his or her own costs and attorney's fees incurred in this action.

**Order is signed when electronically stamped by the Court on the first page**

Approved as to form:

/s/ Jeremy Overturf (signed by Rachael Whitaker w/ permission of MR. Overturf on 6/6/18)  
Jeremy Overturf  
Petitioner



**NOTICE TO PETITIONER**

TO: JEREMY OVERTURF

PLEASE TAKE NOTICE that the undersigned, attorney for Respondent, will submit the above and foregoing proposed Decree of Divorce to the Second District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless a written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7.

/s/ Rachael Whitaker  
RACHAEL WHITAKER  
Attorney for Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that pursuant to Rule 5(b) of the Utah Rules of Civil Procedure, a true and correct copy of the foregoing proposed Decree of Divorce was served upon the following on the 5<sup>th</sup> day of June, 2018.

Jeremy Overturf  
Petitioner  
Via Email

/s/ Rachael Whitaker  
RACHAEL WHITAKER  
Attorney for Petitioner