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IN THE FIRST JUDICIAL DISTRICT COURT

BOX ELDER COUNTY, STATE OF UTAH, BRIGHAM DEPARTMENT

<p>MATHEW BYRNES, Petitioner, vs. SAMANTHA BYRNES, Respondent.</p>	<p>DECREE OF DIVORCE Civil No.: 184100136 DA Judge: Thomas Willmore Commissioner: Christina Wilson</p>
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This matter came before the Court by way of Petitioner’s Verified Petition for Divorce, the Stipulation of the parties, the Findings of Fact and Conclusions of Law, and the Request to Submit for Decision, all of which have been submitted to the Court. Petitioner Mathew Byrnes is represented by Jennifer Neeley and Respondent Samantha Byrnes is pro se.

After reviewing the pleadings on file in this matter and having been fully advised in the premises, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. Petitioner Mathew Byrnes is granted a decree of divorce from Respondent Samantha Byrnes on the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties are hereby dissolved. The divorce will become final upon entry by the Clerk of the Court.

2. This Decree of Divorce of the parties should govern the rights and duties of the parties

as to all matters therein set forth.

3. JURISDICTION. Petitioner Mathew Byrnes is a resident of Box Elder County, State of Utah, and has been for more than three (3) months prior to filing this action. Utah is the home state of the parties' minor children.

4. CUSTODY AND PARENT-TIME. Respondent Samantha Byrnes is a fit and proper parent to be awarded primary physical custody of the parties' three minor children named herein: I.D.B., born April 2003; N.R.B., born November 2006; and F.C.B. born April 2008. The parties shall share joint legal custody subject to the Parenting Plan fully incorporated in their Decree of Divorce filed herein. Petitioner's parent-time will be as the parties mutually agree, but not less than the statutory parent-time as set forth in Utah Code Ann. § 30-3-35.

Transportation responsibilities to and from parent time should be shared equally with the receiving parent transporting the child. Each parent equally participates in one leg of the transportation for parent-time purposes. The parties will cooperate with each other regarding the child's extra curricular activities.

The parties will share holiday parent-time in accordance with Utah Code Ann. § 30-3-35. Holidays include any "snow" days, teacher development days after the child begins the school year, or other days when school is not scheduled, contiguous to the holiday period. 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.

5. CHILD SUPPORT. Petitioner Mathew Byrnes shall pay child support to Respondent

Samantha Byrnes in the sum of \$1,297.00 per month, effective May 1, 2018. This sum is in accordance with the Utah Uniform Child Support Guidelines and the parties' incomes of \$5,565 gross monthly for Petitioner Mathew Byrnes and imputed income of \$1,257 gross monthly income for Respondent Samantha Byrnes. Child support is calculated on a sole physical worksheet.

Pursuant to the Utah Child Support Act § 78B-12-101 et seq., and based upon parties' respective verified incomes a base child support amount should be determined and divided into two (2) equal monthly installments each month until the child reaches the age of 18 years of age, or graduates from high school during their normal and expected year of graduation, whichever occurs last. Child support may be collected by automatic income withholding at either party's discretion by the Office of Recovery Services in accordance with Utah Code Ann. § 78-45-3 and 62A-11-401 et seq.

The parties will share equal responsibility for the expenses associated with the children's sports programs and extracurricular activities. These expenses include clothing and equipment. The parties also agree to share equal responsibility for the expenses associated with the children's school lunches. The party incurring a lunch or activity expense shall retain and share a copy of the receipt (showing proof of payment and the amount) in order to receive a reimbursement within 30 days of incurring the expense.

At the time a child is no longer eligible to receive child support, such as when a minor child reaches eighteen (18) years of age or until and including the month of the child's normal

and expected year of graduation from high school, whichever occurs later, the child support amount for the remaining children who are eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for that number of children. This shall be done by using the appropriate calculation and worksheet pursuant to Utah Code Ann. § 78B-12-202 et seq.

The parties will each pay one-half (50%) of all extra-curricular activities of the children, school fees, and school lunches.

6. CHILD CARE. If any occupational or education-related child care expenses incurred on behalf of the parties' minor child, the parties shall be responsible for one-half of the expenses. If a party incurs a child care expense, that party shall provide written verification of the cost and payment of the expense to the other parent within thirty (30) days of payment. If an expense for child care is actually incurred, the parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the child care expense. If either parent incurs a child care expense that parent shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of child care provider or monthly expenses of the child care within thirty (30) calendar days of the date of the change. A parent may be denied the right to receive credit for the child care expense if he or she fails to comply with this section.

7. MEDICAL. The parties shall each provide and maintain a health insurance plan for

the benefit of their minor children if a health insurance plan is available to each at a reasonable cost. The parties shall share equally any and all out-of-pocket or uninsured medical and dental expenses, including insurance premiums, such as co-payments, deductibles, and non-covered costs incurred on behalf of the minor child.

If a medical expense is actually incurred on behalf of the child, the parent incurring the expense shall provide written verification of both the cost and payment of the obligation to the other parent. The other parent shall reimburse the parent incurring the expense for one-half of the expense within thirty (30) calendar days of receiving the verification. A parent may be denied the right to receive reimbursement if he or she fails to comply with this provision.

8. ALIMONY. Respondent Samantha Byrnes has a need for alimony. Petitioner Mathew Byrnes shall pay monthly alimony to Respondent Samantha Byrnes in the amount \$250.00 per month. Alimony shall be paid for a period of five (5) years, commencing May 1, 2018, with the last payment to be made on May 1, 2023.

Alimony will terminate earlier upon the first occurrence of any of the following events: (1) the death of either party; (2) Respondent Samantha Byrnes's remarriage; (3) Respondent Samantha Byrnes's cohabitation pursuant to Utah Code Ann. § 30-3-5(9) and within in the meaning of the statutes and case law of Utah which govern termination of alimony based upon cohabitation.

9. TAX EXEMPTIONS. The parties shall share equally in claiming the children for purposes of tax exemptions and credit. During the even numbered tax years, Respondent

Samantha Byrnes may claim two (2) children as a dependents for tax purposes, while Petitioner Mathew Byrnes may claim one (1) child as a dependent. During the odd numbered tax years Petitioner Mathew Byrnes may claim two (2) children as a dependents for tax purposes, while Respondent Samantha Byrnes may claim one child as a dependent. When only two children remain available to claim for tax purposes, the parties will each claim one. When only one child remains available tax purposes, the parties will alternate claiming this child with Respondent claiming the child during the even numbered tax years and the Petitioner claiming the child during the odd numbered years. A party may only claim a child or children for tax purposes so long as that party is current on all financial and economic support obligations by December 31 of the year which s/he desires to claim the exemption.

The parties represent a “buy out” provision is acceptable. If a party who is not otherwise entitled to claim a child or children but would receive a greater benefit if he/she did claim the minor children, the parent with the greater benefit may "purchase" the exemption by paying the other parent the sum he/she would have received had he/she claimed the children.

10. DEBTS. The parties shall each take responsibility and the obligation to pay the debts held in his and her individual name and hold each other harmless thereon. The parties represent there is no jointly held debt other than ordinary mortgage and vehicle loans. Any and all separately or individually held debts will be the obligation of the party incurring said debt and each party will hold the other harmless thereon.

11. REAL PROPERTY. The parties acquired real property during their marriage located

at 325 E. 900 N., Brigham City, Utah, in Box Elder County.

This real property is a jointly owned, marital asset. Respondent Samantha Byrnes shall have possession of the home and will reside in the home with the children until the youngest child turns eighteen (18) or graduates from high school, whichever occurs later. Beginning May 1, 2018, Respondent Samantha Byrnes shall be responsible to make the monthly mortgage payments and said payments shall be timely and complete. Within 30 days of the youngest child turning eighteen or graduating from high school, the parties shall sell or refinance the home and equally divide any and all equity existing at the time of the sale or refinance.

12. RETIREMENT. Samantha Byrnes shall have her Woodward interest and marital share of Petitioner's pension and TSP with the United States Postal Service. Respondent Samantha Byrnes shall be responsible to secure her appropriate interest in dividing these retirement plans according to Decree. With regard to Petitioner's IRA, the sum of \$6,000 will be paid to Respondent Samantha Byrnes representing her 50% interest in the IRA.

13. PERSONAL PROPERTY. The parties represent all personal property, marital and separate, has been divided to his and her satisfaction. The 2006 Chevrolet Silverado, together with the lien at Box Elder Credit Union, shall be awarded to Mathew Byrnes. The 2006 Pontiac Montana, free and clear, should be awarded to Respondent Samantha Byrnes. The 2003 Honda Shadow 750, free and clear, and the 1990 Chevrolet Camaro, free and clear, should be awarded to Petitioner Mathew Byrnes.

14. NAME. Respondent Samantha Byrnes may return to her former name of DRANEY,

if she chooses.

15. FULL DISCLOSURE AND COOPERATION OF THE PARTIES. The parties represented that each has fully disclosed all assets, debts, financial, and other relevant information to the other party. The parties represent each will cooperate if the other party requests information or clarification regarding a disclosure, the other party will immediately produce verification that provides clarification. The parties will execute any IRS forms or other documents necessary to carry out the agreements and orders contained in the final Decree of Divorce

16. ATTORNEY FEES. Each party shall be responsible to pay his and her own attorney fees and costs of court.

**ENTERED BY THE COURT ON THE DATE AS INDICATED
BY THE COURT'S SEAL ON THE TOP OF THE FIRST PAGE.**

APPROVED AS TO FORM:

/s/ SAMANTHA BYRNES Dated this 12th day of July 2018.

Respondent, pro se

(Signed electronically by Jennifer Neeley with permission of Samantha Byrnes.)

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of July 2018, I caused a true and correct copy of the foregoing instrument to be [] mailed, first-class, postage prepaid, [] hand-delivered, [✓] transmitted via electronic transmission, to :

Samantha Byrnes
325 E. 900 N.
Brigham City, Utah 84302

sdbyrnes@gmail.com

/s/ JENNIFER L. NEELEY