

The Order of the Court is stated below:

Dated: August 01, 2018  
02:28:45 PM

/s/ LAURA SCOTT  
District Court Judge



Diana J. Huntsman (6750)  
Sherri L. Walton (14072)  
Russell D. Gray (10617)  
Kristen R. Shill (15924)

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*Attorney - Mediator,  
Filing on behalf of both parties as a Third-Party Neutral,  
Pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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

<p>ISAAH E. RAMIREZ, Petitioner, vs. NICOLLE RAMIREZ, Respondent.</p>	<p><b>DECREE OF DIVORCE</b></p> <p>Case No. 184904029 DA</p> <p>Hon. Judge: LAURA SCOTT</p> <p>Hon. Comm.: JOANNA SAGERS</p>
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BASED UPON the Petitioner's Affidavit, along with all other necessary documents on file in this matter, including the *Divorce Mediation Memorandum of Understanding* executed by the parties, wherein the Respondent entered her *Acceptance of Service, Appearance, Consent and Waiver*, having heretofore entered its *Findings of Fact and Conclusions of Law*, and the Court being fully advised in the premises, it is hereby:

## **ORDERED, ADJUDGED AND DECREED**

1. The Court has jurisdiction over this matter.
2. The Petitioner is awarded a Decree of Divorce on the grounds of irreconcilable differences.

### Provisions Relating to Child Custody and Parent-Time

3. There are two minor children issue of this marriage; to wit: M.R., born February 23, 2005, and I.R., born December 31, 2008.
4. The parties shall have joint legal custody of the minor children.
5. The parties shall share joint physical custody as outlined below.

## **PARENTING PLAN**

### Provisions Related to Parent Time

6. The parties shall have joint physical custody of the minor children, by alternating week to week. The exchange shall occur on Friday morning by 8:00 am if there is no school, and when school is in session, the drop off shall be at school.
7. This schedule shall start once Mr. Ramirez has a larger place where he can exercise joint physical custody.

### Provisions Relating to Holiday Parent Time

8. The parties shall do their best to work together to share holidays. In the event they are unable to agree, the following holidays shall be divided as outlined:
  - 1) One party shall have Christmas Eve to Christmas morning through 1:00 p.m., the other shall have Christmas Day from 1:00 p.m. through the next day.

Ms. Ramirez shall have Christmas Eve and Christmas morning in even numbered years, Mr. Ramirez in odd.

2) Thanksgiving: the parties shall alternate years of having the holiday break, Mr. Ramirez shall have even numbered years, Ms. Ramirez shall have odd.

3) The children's birthdays shall be celebrated all together, as long as both parties agree. In the event this becomes uncomfortable, the parties shall alternate the birthday with the other party having the right to choose a day before or after to celebrate. The year the parties stop celebrating together, if this occurs, Ms. Ramirez shall have M.R. that year and alternating years thereafter; Mr. Ramirez shall have I.R. Jr. that year and alternating years thereafter.

#### Provisions Relating to Transportation

9. Weekly parent-time shall involve the parent who has the children dropping them off to school or to the other parent. For holidays, the parties agree that whoever is starting their time shall pick the children up.

#### Provisions Relating to Relocation

10. In the event that either party moves beyond a 50-mile radius from their current residence, the parties shall give the other parent as much advance notice as possible, but at least 60 days' notice. The parties shall attend mediation and revisit custody and visitation and make modifications based on the children's best interest.

#### Parenting Behavior Expectations

11. The parties' parenting relationship shall continue for many years and it is in the

best interests of their children to have a meaningful and quality relationship with each of them.

In furtherance of that goal, the parties shall be ordered as follows:

- a. To respect each other's need for personal space and independence;
- b. To establish a "united front" of parenting by supporting each other as parents and establishing reasonably consistent rules, curfews and discipline philosophies that shall foster a feeling of continuity and a sense of security for the child as to homework, lessons, school projects and motivation to work and succeed;
- c. To consult with each other if a child is experiencing school problems, emotional concerns, or other problems and share options and ideas for meeting the child's needs;
- d. To affirmatively support each other as parents and hold the other in high esteem as a parent in their respective conversations with the children throughout their lives, to give the children permission to love each of them;
- e. To endeavor to make joint decisions regarding the children on significant issues, such as education, health care and religious upbringing, by focusing on their needs and interests, and seeking win-win rather than win-lose solutions in their parenting decisions;
- f. In the event the parties are unable to agree on a significant issue, they shall attend mediation to resolve it;

g. To respect each other's parenting style, personal beliefs and values, to eliminate the emotional trauma and pain to their children which results from conflicts between them;

h. To communicate directly with each other regarding their children, to remain civil in all of their future dealings as they relate to the child, to avoid making harmful, insulting or degrading comments regarding the other party in the child's presence and to use their best efforts to prevent others from doing so;

i. To accommodate the children's need to have quality relationships with extended family members, and to facilitate the child's attendance at family reunions, birthday and/or anniversary parties, etc.

j. To educate their new spouses, should they remarry, as to their parenting agreement, and to view new spouses as additional sources of emotional support for their children rather than as competitors;

k. To share all school work, report cards, school pictures, and other information relating to the schooling and extracurricular activities of their children;

l. To enable each of them to have access to their children's school, medical, dental and psychological records;

m. To take affirmative steps to share information regarding times and locations of parent-teacher conferences, school programs, church programs, sporting events, recitals, performances, practices, and other events involving their children; and

n. To engage in mediation prior to initiating legal action, in the event the parties cannot resolve their disputes, which costs should be shared by both parties equally.

#### Provisions Relating to Child Support Payments

12. Mr. Ramirez is currently employed with Goldman Sachs, and has a monthly gross income of approximately \$16,250.

13. Ms. Ramirez is currently unemployed.

14. Pursuant to Utah Code Ann. §78B-12-108 and 205, (1953, as amended) each parent's child support obligation shall be established in proportion to their adjusted gross incomes.

15. Based thereon, the child support obligation of Mr. Ramirez shall be \$1,144 per month.

16. The child support obligation shall continue until the last minor child turns 18 years of age or would graduate from high school with his normal class, whichever is later.

17. Neither of the parties are receiving public assistance for the parties' minor children from the State of Utah, nor have they in the past.

18. Neither Ms. Ramirez nor the minor children are receiving any Title IV-D services under the Social Security Act.

#### Miscellaneous Child Support Issues

19. Child support shall be calculated based on the Uniform Child Support Guidelines, with Ms. Ramirez's monthly income set at \$0 per month, and Mr. Ramirez's monthly income set

at \$16,250. Base on the sole custody child support worksheet, the amount of child support shall be \$2,246, for August 1, 2018, and until Mr. Ramirez is able to begin the joint physical custody arrangement. When Mr. Ramirez is able to begin the physical joint custody arrangement, child support shall be \$1,144, based on the joint custody worksheet.

#### Child's Medical Insurance

20. Mr. Ramirez is presently covering the children on his medical, dental and vision insurance, and shall continue to do so, as long as it is available at a reasonable cost through his place of employment. Otherwise, if both parties have insurance coverage available, they shall determine who can obtain insurance at the lowest cost for the children.

#### Provisions Relating to Uninsured Medical Cost

21. Parties shall split all out of pocket medical expenses for the children 50/50, including deductibles, co-pays, prescriptions, routine dental etc. In the event of an elective type surgery, parties agree that there must be prior written consent given from each party otherwise the party who incurs the cost shall be responsible for the cost. Parties shall keep payment arrangements of these expenses confidential and shall not discuss the terms of how much each party will be paying with the children.

#### Provisions Relating to Extra-Curricular Activities

22. Parties shall split all extra-curricular expenses for the children 50/50 to include fees for sports, scouting, music lessons, summer camps, and school clubs. There must be prior written consent given from each party, otherwise the party who incurs the cost shall responsible

for the cost. Parties shall keep payment arrangements of these expenses confidential and shall not discuss the terms of how much each party will be paying with the children.

#### Provisions Relating to Child Care

23. The parties shall contact the other if they will be unable to personally care for the children. They shall give the other parent the first option to watch the children.

### **END OF PARENTING PLAN**

#### Provisions Relating to Alimony

24. The parties shall continue sharing reasonable living expenses until July 31, 2018. Neither shall make significant purchases or expenditures without consulting the other.

25. Thereafter, Mr. Ramirez shall pay \$3,100 in alimony. This amount shall drop to \$2,100 if and when Ms. Ramirez cohabitates in a romantic relationship. Alimony shall continue until June 30, 2026 (the month after the youngest child would graduate from high school with his normal class), the house is sold, Ms. Ramirez remarries, or Ms. Ramirez buys Mr. Ramirez out.

26. The parties both understand that alimony typically terminates upon cohabitation. However, the parties shall continue alimony as outlined in the above paragraph.

27. The parties shall revisit alimony in the event of a significant change of circumstance, for instance if Mr. Ramirez loses his job, his base salary lowers, or Ms. Ramirez's income increases to over \$45,000. When alimony is reconsidered, if Ms. Ramirez is cohabiting, the parties shall calculate the amount and subtract \$1,000 from whatever is mutually determined. The amount shall not exceed \$2,100.

28. Alimony shall be paid on a bi-monthly basis.



#### Provisions Relating to Medical Insurance

29. Mr. Ramirez shall continue carrying medical, dental and vision insurance for Ms. Ramirez until the divorce is final.

#### Provisions Relating to Life Insurance

30. Mr. Ramirez has life insurance coverage in the amount of \$614,000, and \$1,031,000 if he dies during business travel. Mr. Ramirez shall name Ms. Ramirez as the beneficiary of \$214,000 to cover alimony, up until the time alimony is no longer owed under the spousal support agreement. He shall also name a family member as trustee for an amount equal to the remaining child support, and shall instruct that family member to provide Ms. Ramirez with an amount equal to the child support as of the time of his demise, monthly, until the children turn 18 and graduate, whichever is later.

31. Mr. Ramirez has a Personal Accident Insurance policy, in the amount of \$300,000, and \$2,000,000 Personal Excess Liability Plan, which shall be awarded to him. He shall be able to list whomever he wishes as beneficiary of those plans.

#### Provisions Relating to Personal Property

32. Ms. Ramirez is awarded the 2012 Volkswagen Passat, subject to any debt thereon, free from any encumbrance of Mr. Ramirez.

33. The parties have a joint Chase Bank checking and savings account, with an estimated balance of \$9,000. This balance shall be split equally, with each party awarded \$4,500. After the split occurs, Mr. Ramirez is awarded the account, and Ms. Ramirez shall be removed from the account.

34. The parties shall continue sharing their joint account for normal living expenses.

They shall equally divide the remainder in the account on July 31, 2018.

35. The parties have divided their furniture, etc. in a manner they consider fair. Each shall be awarded the property presently in his or her possession.

#### Provisions Relating to Real Property

36. The parties obtained marital property located at 1922 East Claremont Way, Salt Lake City, Utah, 84108.

37. Ms. Ramirez shall reside in the marital home, and shall have exclusive possession of the home. Neither party shall enter the other's home without permission from the other party. Mr. Ramirez shall make the mortgage payments and pay the taxes and insurance on the home as part of his alimony/Child support obligation. Mr. Ramirez shall have the right to check the home if he is concerned about a repair or maintenance, so long as he provides 48 hours advance notice.

38. Possession of the home shall be awarded to Ms. Ramirez; however, both parties shall continue owning the home. They shall share the cost of future repairs equally. In the event Ms. Ramirez is not able to pay her half and Mr. Ramirez pays it, he shall be repaid from the eventual equity. The cost of finishing the basement and the back yard shall be paid from the parties' present joint funds, up to \$5,000. If the amount is going to be more than that, the parties shall discuss the issue. Ms. Ramirez shall pay the utilities. The parties shall sell the home (Mr. Ramirez shall be paid half of the equity at that time) when Ms. Ramirez remarries, or the youngest graduates with his normal class. Ms. Ramirez shall also have the option to refinance the home and pay Mr. Ramirez his half at any point prior to then.

Provisions Relating to the Allocation of Marital Debts

39. Ms. Ramirez has a student loan, in the approximate amount of \$11,000. Ms. Ramirez shall obtain a loan to pay off one-half of her student loan. Mr. Ramirez shall pay the remainder. The loan is in Mr. Ramirez' name through Naviant.

Provisions Relating to Retirement Accounts

40. Mr. Ramirez has a Fidelity, Roth IRA, in the approximate amount of \$50,000. This account shall be split 50/50, with each party awarded \$25,000.

41. Mr. Ramirez has a Service Connected Disability monthly income. This is awarded to Mr. Ramirez as his sole property.

Miscellaneous Provisions

42. Ms. Ramirez shall be restored to her former name, to wit: Nicolle Silva.

43. The parties are duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

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In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-righthand corner of the first page of this Order along with the court's seal and the date and time the Order was executed

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

/s/Isaiah E. Ramirez  
ISAAH E. RAMIREZ  
*Petitioner*  
Original Signature on File

/s/Nicolle Ramirez  
NICOLLE RAMIREZ  
*Respondent*  
Original Signature on File