

The Order of the Court is stated below:

Dated: July 27, 2020
02:34:04 PM

/s/ MICHAEL S. EDWARDS
District Court Judge



Jaime G. Richards (USB#15017)
Kevin G. Richards (USB#5339)
RICHARDS & RICHARDS LAW FIRM, PLLC
289 24th Street, Suite 101
Ogden, Utah 84401
Phone: (801) 621-7443
Fax: (801) 621-1122
Email: kevin@utahlegalcounsel.com
Email: jaime@utahlegalcounsel.com

Attorneys for Petitioner, Varice M. Percifield

**IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, FARMINGTON DEPARTMENT, STATE OF UTAH
The Justice Complex, 800 West State Street, Post Office Box 769, Farmington, Utah 84025**

VERICE M. PERCIFIELD,

Petitioner,

vs.

JOSHUA A. PERCIFIELD,

Respondent.

**DECREE OF DIVORCE & PARENTING
PLAN**

Civil No: 194700764 DA

Judge: Michael Edwards

Commissioner: T.R. Morgan

THE ABOVE-CAPTIONED MATTER came before the Court in support of Petitioner’s Petition for Divorce, the Court now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Law, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **MARRIAGE TERMINATED.** The marriage of the parties is hereby terminated and the Petitioner is granted a Decree of Divorce from the Respondent, said decree to become final automatically upon the date of signing and entry by the Court pursuant to the provisions of Utah Code Ann., §30-3-7 (1953 as amended).

2. **CHILDREN.** Varcie Monique Percifield and Joshua A. Percifield are the legal parents of the following four (4) children under Utah’s Uniform Parentage Act, Utah Code 78B-15-101 et. seq. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration the names and dates of the children are being submitted to the Court on the Non Public Information – Minors form. The initials, birth month and birth year of each child are listed below:

A.A.P., born July 2003;

O.A.P. born May 2009;

I.R.P., born October 2014;

C.E.P., born December 2017.

3. **UNIFORM CHILD CUSTODY JURISDICTION & ENFORCEMENT ACT.**

Pursuant to Utah Code 78B-13-101 et. seq. Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah’s Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties’ minor children or Utah was the home state of the minor children six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

4. **CHILDREN – RULE 100.** Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann., §78B-13-101 et. seq. and The Uniform Interstate Family Support Act, Utah Code Ann., §78B-14-101 et. seq., the Petitioner states upon information and belief that:

a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties’ minor children which have been filed, or are pending, or have been completed with an order. _

b. The parties are unaware of any criminal, delinquency or protective order cases involving a party or the parties' children.

c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support and/or parent-time or visitation rights with respect to the children.

5. **PHYSICAL CUSTODY.** It is in the children's best interests that the Petitioner be awarded sole physical custody of the four (4) minor children. Respondent shall be granted the right to reasonable parent-time as the parties agree, or if the parties cannot agree, consistent with Utah Code Ann., §30-3-35. The parties shall be governed by the statutory guidelines of Utah Code 30-3-33 and they should be incorporated into the Decree to be entered herein.

6. **LEGAL CUSTODY.** It is in the children's best interest that the parties be awarded joint legal custody of the four (4) minor children, pursuant to the Parenting Plan herewith.

7. **PARENTING PLAN.** Pursuant to Utah Code 30-3-10.1 set seq. the following Parenting Plan is proposed by the Petitioner. Petitioner asserts that she believes this Parenting Plan to be in the best interests of the children.

PARENTING PLAN

Joint Legal Custody

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

B. 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.

C. Day-to-Day decisions regarding the care, control and discipline of the parties' children shall be made by the parent with whom the children are residing at the time. Either parent may make emergency decisions regarding the health or safety of the children.

D. Decisions made by the parents either mutually or individually should 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.

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

F. Shall the parties have a dispute regarding parenting of the minor children, Petitioner will make the final decision.

G. Shall 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. Shall 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.

H. 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. Shall both parents agree in writing on either counseling or arbitration as a method

of dispute resolution, 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.

I. 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 party. If a dispute is brought before the court and this is no finding of "use or frustration of the dispute resolution proceed 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 awarded costs and attorney's fees to the prevailing parent. The court has the right to review from the mediation or counseling.

Parent-Time Provisions

J. The Petitioner shall have sole physical custody of the children and the children should permanently reside with the Petitioner.

K. Respondent shall be awarded parent-time as per the parties' mutual agreement, to be accommodate the Respondent's work schedule. If the parties cannot agree, the Respondent shall be entitled to parent-time pursuant to Utah Code 30-3-35.

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

M. The parent-time schedule shall be utilized the continuity and stability of the child's life.

N. The children shall spend holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are

unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code Ann., §30-3-35, with Petitioner acting as the custodial parent and Respondent acting as the non-custodial parent.

O. 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 parent shall 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.

P. 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.

Q. 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 children on the religious holiday.

Pick-up Transportation

R. The parties will make arrangements for pick-up, delivery and return of the children prior to each scheduled parent-time. If the parties cannot agree, the receiving party, shall provide transportation for parent-time.

S. Regular school hours may not be interrupted for a school aged child for the exercise of parent-time by either parent.

Communication.

T. The custodial parent shall notify the non-custodial 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 non-custodial parent should be entitled to attend and participate fully.

U. The non-custodial 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.

V. Each parent shall provide the other with a current address and telephone number, email address and other virtual parent-time access information within 24 hours of any change.

W. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications with the children 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.

X. Virtual parent-time means parent-time facilitated by tools such as a 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 non-custodial parent and a child or between a child and the custodial parent when the child is staying with the Non-custodial parent. Virtual parent-time is designed to supplement, not replace, in-person parent-time.

Travel Provisions

Y. 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 children 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.

Z. A child under the age of five (5) should not travel unchaperoned.

Child Care

AA. Parental care shall be presumed to be better care for the child than surrogate care and the court should encourage the parties to cooperate in allowing the non-custodial parent, if willing and able to transport the children, to provide the child care.

BB. Child care arrangements existing during the marriage are preferred as are child care arrangements with nominal or no charge.

CC. Each parent shall provide all surrogate care providers with the name, current address and telephone number of the other parent and shall provide the non-custodial parent with the name, current address and telephone number of all surrogate care providers.

DD. Surrogate care provided by family members should be presumed free of charge and not eligible for reimbursement from the other parent.

Miscellaneous

EE. The children currently attend private school. Petitioner's involvement and work at the school waives the children's tuition expenses. As long as Petitioner is able to continue to

work at the school to cover the children's private school tuition expenses, the Respondent shall pay any and all other school fees incurred for the children throughout the school year, including, but not limited to, registration, curriculum fees, book fees, lab fees, extracurricular activity fees, sports, and school lunches, etc. If Petitioner is unable to continue working at the school in exchange for free tuition expenses for the children, and if the parties agree to continue with the children's private school tuition, each party shall be responsible for one-half (1/2) of the tuition, fees, etc.

FF. Neither party shall introduce the children to transient romantic relationships. The children shall not be introduced to new romantic relationships until the relationship is well-established and likely to be a long-term relationship. The Respondent shall not have any overnight guests while exercising parent-time with the children.

GG. When parent-time has not taken place for an extended period of time and the children lack an appropriate bond with the non-custodial parent, both parents shall consider the possible adverse effects on the children and gradually reintroduce an appropriate parent-time plan for the non-custodial parent.

HH. 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.

II. 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.

JJ. This Parenting Plan is filed by Petitioner in good faith and Petitioner believes the Plan is in the best interest of the parties' children.

KK. Petitioner understands that pursuant to Utah Code Ann., §30-3-10.2(4) and §35A-

3-1- et seq., selecting a joint physical custody arrangement may result in denial of state cash assistance for Petitioner and the parties' children through the TANF/FEP program.

8. **RELOCATION.** For purposes of this section "relocation" means moving 150 miles or more from the residence of the other parent. Pursuant to Utah Code Ann., §30-3-37, the relocating parent should provide 60 days advance notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:

a. Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

b. The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and parent-time schedule and make appropriate orders regarding the parent-time and costs for parent-time transportation.

c. In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a custodial parent is in the best interest of the children, consider any other factors that the court considers relevant to the determination. If the court determines that relocation is not in the best interest of the children, and the custodial parent relocates, the court may order a change of custody.

d. If the court finds that the relocation is in the best interest of the children, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the children to visit the non-custodial parent. In making its determination, court shall consider:

i. the reason for the parent's relocation;

- ii. the additional costs or difficulty to both parents in exercising parent-time;
- iii. the economic resources of both parents;
- iv. factors articulated in all of §30-3-27 of the Utah Code; and
- v. other factors the court considers necessary and relevant.

e. Unless otherwise ordered by the court the relocating parent shall be responsible for all the children's travel expenses except for one-half (1/2) of the children's travel expenses relating to extend parent-time in the summer, provided the non-custodial parent is current on all support obligations. If the non-custodial parent has been found in contempt for not being current on all support obligations, the non-custodial parent shall be responsible for all of the children's travel expenses, unless the court rules otherwise. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within thirty (30) days of receipt of documents detailing those expenses.

f. Any action under this section may be set for an expedited hearing.

g. A parent who fails to comply with the notice of relocation in subparagraph (A) may be found in contempt of the court's order.

9. **NON-DISPARAGEMENT.** Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other

parent, or doing or saying anything that would, in any way, harm the relationship between the children and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.

10. **PETITIONER'S INCOME.** Pursuant to Utah Code Ann., §78B-12-203, Petitioner's total countable gross income for child support purposes is \$1,000.00. The Petitioner receives the following gross monthly income from all sources:

a. The Petitioner is employed part-time and grosses \$1,000.00 per month working the equivalent of one (1) full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Respondent's place of employment has been filed with the court on the NON-PUBLIC INFORMATION – PARENT IDENTIFICATION AND LOCATION form.

11. **RESPONDENT'S INCOME.** Pursuant to Utah Code Ann., §78B-12-203, Respondent's total countable gross income for child support purposes is approximately \$5,000.00 per month. The Respondent receives the following gross monthly income from all sources:

a. The Respondent is employed and grosses \$5,000.00 per month working the equivalent of one (1) full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Respondent's place of employment has been filed with the court on the NON-PUBLIC INFORMATION – PARENT IDENTIFICATION AND LOCATION form.

12. **CHILD SUPPORT.** Pursuant to Utah Code Ann., §78B-12-202 et. seq., it is reasonable and proper that the Respondent be ordered to pay to the Petitioner as and for child support:

a. A sum of not less than \$1,372.00 per month as base support for the children of the parties, pursuant to the Uniform Child Support Guidelines. Unless the court orders otherwise, support for each child terminates at the time (1) a child becomes eighteen (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 emancipate in accordance with Utah Code Ann., §78A-6-801 et. seq.

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 (1/2) on or before the 5th day of each month and the other one-half (1/2) 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 Ann., §62A-11 parts 4 and 5 (1953 as amended), 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 payors. 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 should be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, 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. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Respondent.

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

e. Each of the parties shall be ordered to notify the other within ten (10) days of any substantial change in monthly income.

f. Under Utah Code Ann., §78B-12-210(8), the parties have a right to adjust the child support order herein by motion after three (3) 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,

calculating 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 Ann., §62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services should review the order, and if appropriate, move the court to adjust the amount.

g. Under Utah Code Ann., §§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 of circumstances because of: (i) material change in custody; (ii) material change in relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent (iv) material changes in the employment potential and ability of a parent to earn; (v) material change in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 10% 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 is not 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.

13. The parties shall divide the child tax credits for the four (4) minor children each year, with Petitioner entitled to the child tax credits for the two (2) youngest children, and the Respondent entitled to the child tax credits for the two (2) oldest children each year.

14. **MEDICAL/DENTAL INSURANCE.** Pursuant to Utah Code Ann., §78B-

12-212 (1953 as amended), it is reasonable and proper that:

a. Whichever party is able to maintain medical, dental, optical, hospital and accident insurance coverage for the dependent children at a reasonable cost and the insurance coverage is accessible to the children shall maintain said insurance for the children. The parties may agree in writing that only one of the parties need to maintain such insurance.

b. Both parties shall pay one-half (1/2) of the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the health, etc. insurance. The premium amount for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of the parties' children covered.

c. Both parties shall pay one-half (1/2) of all reasonable and necessary uninsured and unreimbursed medical, dental, etc. expenses, including deductibles, co-payments etc. incurred for the dependent children and actually paid by a party.

d. The parent who incurs medical etc. shall provide written verification of the cost and payment of medical expenses, etc. to the other party within thirty (30) days of payment.

e. A parent incurring medical etc. expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the sub-paragraph above.

f. Pursuant to Utah Code Ann., §78B-12-212(6) (1953 as amended), a parent ordered to maintain insurance shall provide verification of coverage to the other parent,

or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C., §§601 et. seq., upon the initial enrollment of the dependent children, and annually thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C., §§601 et. seq., of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he/she first knew or should have known the change.

g. The amount to be paid on premiums for such coverage may be included as an off-set or as an additional charge in the calculations of base child support due and should be subject to payment through Universe Withholding.

15. **CHILD CARE COSTS.** Pursuant to Utah Code Ann., §§78B-12-214 (1953 as amended), both parties shall pay one-half (1/2) of all reasonable work, career, or occupational training-related child care expenses so that the parties can work full-time, up to forty (40) hours per week.

a. The parent who incurs child care expenses 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 reasonable request of the other parent. The parent shall notify the other parent of any change of a child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

b. The parent not directly paying for child care shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

c. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with the foregoing provisions.

d. Each party shall be ordered to timely pay their portion of the monthly child care expenses for that month on or before the last day of each month.

16. **NO PUBLIC ASSISTANCE.** Neither the Petitioner nor the Respondent has received or is receiving Public Assistance from the State of Utah.

17. **OBLIGATIONS FOLLOW THE CHILDREN.** Pursuant to Utah Code Ann., §78B-12-108 (1953 as amended), child support and the obligation to pay medical expenses for the benefit of the minor children should follow the children and their respective obligations of the parties shall remain as set out in the original order regardless of which party has custody of the children. Pursuant to Utah Code Ann., §78B-12-205 (1953 as amended) if physical custody of the children changes from that set out in the original order (not during extended visitation as set forth in §78B-12-216) the former custodial parent shall be ordered to pay the proportionate share of child support as calculated and determined at the time of the original order; modification of the order is not necessary provided that a determination was made in the original order as to each parent's obligation.

18. **CHILD SUPPORT ABATEMENT.** Pursuant to Utah Code Ann., §78B-12-216 (1953 as amended), for any thirty (30) day period in which a child resides with or visits the non-custodial parent for at least 25 of 30 consecutive days or over-nights, the amount of child support due and payable to the custodial parent for that period for that child shall be reduced by fifty (50%) percent. For any thirty (30) day period in which a child resides with or visits the

non-custodial parent for at least twelve (12) but less than twenty-five (25) of any thirty (30) consecutive days and over-nights, the amount of child support due and payable to the custodial parent for that period for that child shall be reduced by twenty-five (25%) percent. Normal visitation and holiday visits with the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount of abatement shall be calculated by dividing the current base child support award (\$1,506.00) by the number of children (four (4)) included in the award. The custodial parent shall provide written notification to the Utah State Office of Recovery Services and/or the state agency administering Universal Withholding of the extended visitation and the reduction of child support for that period of extended visitation.

19. **PERSONAL/MARITAL PROPERTY.** The parties have previously made a fair and equitable division of their personal and marital property, belongings and effects, as set forth herein. Both parties are satisfied with that division and ask the court to confirm the division.

a. The Petitioner shall be awarded the Nissan Altima, free and clear from any claim by the Respondent. Respondent shall continue to make the payments on the Nissan Altima until paid in full.

b. The Respondent shall be awarded the Chevy Traverse free and clear from any claim by the Petitioner, subject to the indebtedness thereon and holding the Petitioner harmless thereon.

c. Except as set forth herein, each party shall be awarded those items of personal property currently in their respective possessions free and clear of any claim by the other party.

20. **PERSONAL/MARTIAL DEBTS.** The parties have previously paid all of their marital debts or have made a fair and equitable division of their marital and personal debts and obligations, as set forth herein. Both parties are satisfied with that division and ask the Court to confirm their division.

a. Each party shall be ordered to pay the debts he or she has incurred in his or her own name and/or for his or her own benefit during the marriage since the date of the parties' separation, since February 2019, holding the other party harmless therefrom.

b. The Respondent is trying to obtain a debt consolidation loan against the marital home. If Respondent is successful in obtaining such a loan, each party shall be awarded one-half (1/2) of the net sum available for debt consolidation to pay his/her own debts, with the following stipulations:

i. Any joint debts the parties may have shall be paid off first with that loan.

ii. The Respondent shall be required to first pay the debt owing to America First Credit Union for the Nissan Altima in full before allocating funds to other debts in any order he desires.

iii. Respondent shall be responsible for the monthly payments (or the increase in monthly payment to the current mortgage payment) for said debt consolidation loan and shall not be permitted to offset his child support/alimony obligations, as set forth below, with this additional amount.

21. **NOTICE TO CREDITORS.** The parties shall notify their creditors in writing as to which party should be responsible for payment of each of the various debts of the

parties pursuant to the decree herein; they may do so by providing a copy of the decree to the creditor. The parties shall notify each creditor of both parties' current separate addresses. Said creditors shall, after such notice, provide both parties individually notices, statements, etc. regarding the debt as required by Utah Code Ann., §15-4-6.5 (1953 as amended)(that statute also imposes some restrictions on creditor's ability to make negative credit reports with respect to a debtor not ordered to pay a joint obligation).

22. **MARITAL HOME.** The Petitioner shall be awarded the use and possession of the marital home located at 2484 North 1220 West, Clinton, Utah. The Respondent shall continue to timely pay the mortgage on the property for a period of five (5) years and shall be able to offset his child support/alimony obligations by the current mortgage amount (\$1,838.00 per month). During the Petitioner's use and possession, she shall be responsible for the utilities for the home. Any major or routine repair/maintenance shall be equally divided by the parties. After five (5) years from the entry of the Decree, the Petitioner shall refinance the home into her own name. If Petitioner is unable to refinance the home at that point, the home shall be listed for sale and sold for its reasonable market value. Upon refinance or sale, the net equity shall be divided as of the date of sale or refinance.

23. **FINANCIAL ACCOUNTS.** The parties have a joint bank account at America First Credit Union (ending 1220). The Petitioner shall be awarded 60% of the funds in the joint bank account and Respondent shall be awarded 40% of the funds, as of the date of the filing of the Petition, to be verified by bank statement. In the event that either party dissipates the funds available prior to division, that party shall remain responsible to the other party for the dissipated funds. After division of the funds, the account shall be closed or transferred solely

into the name of the Respondent.

24. **RETIREMENT.** Each party shall be awarded any retirement, pension, 401(k), profit sharing, etc., accounts in their respective names free and clear from any claim by the other party.

25. **ALIMONY.** The Petitioner has been a stay-at-home mom and is in need of spousal support. The Respondent shall be ordered to pay alimony to the Petitioner in the amount of \$600.00 per month for a period of twelve (12) years. Alimony shall terminate earlier if Petitioner remarries, co-habits or dies. Alimony may be offset by the Respondent's payment of the mortgage, as set forth herein.

26. **NAME RESTORATION.** Prior to the marriage the name of the wife was VARICE MONIQUE TORRES and she desires said name to be restored to her.

27. **ATTORNEY'S FEES/COSTS.** Each party shall be responsible for and pay their own attorney's fees and costs incurred in this action.

28. **RULE 70.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the Decree of Divorce, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of the Court 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. Attorney fees and court costs may be awarded against the non-compliant party.

*****END OF ORDER*****

*The Court's signature may appear as an electronic signature
on the first page of this document.*

Approved As to form & content:

/s/ Joshua Aaron Percifield

Dated: May 1, 2019

JOSHUA AARON PERCIFIELD
Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of June, 2020, I mailed a true and correct copy of the foregoing, *Decree of Divorce & Parenting Plan*, via U.S. regular mail, postage prepaid, to the following:

Joshua A. Percifield
Respondent
1751 East Golden Eagle Drive
Layton, Utah 84040
Email: joshpercifield@gmail.com

/s/ Lesa Prieto

LESA PRIETO
Family Law Paralegal