

The Order of the Court is stated below:

Dated: January 31, 2020
10:57:48 AM

/s/ ANDREW H. STONE
District Court Judge



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

<p>HEATHER WASDEN,</p> <p style="text-align: center;">Petitioner,</p> <p style="text-align: center;">v.</p> <p>WILLIAM EUGENE TUREK,</p> <p style="text-align: center;">Respondent,</p>	<p style="text-align: center;">DECREE OF DIVORCE</p> <p style="text-align: center;">Civil No. 194905621</p> <p style="text-align: center;">Commissioner KIM M. LUHN</p> <p style="text-align: center;">Judge ANDREW H. STONE</p>
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Pursuant to the Court’s Findings of Fact and Conclusions of Law, incorporated herein by this reference, and after having reviewed the documents in this matter and determined that the Full Settlement Agreement and Stipulation between Petitioner and Respondent is fair and reasonable and after having been fully advised in the premises,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

JURISDICTION

1. The parties are bona fide residents of Salt Lake County, State of Utah, and have been for three months immediately prior to the filing of the action in accordance with Utah Code Ann. §30-3-1(2). Utah is the home state of a child¹ pursuant to Utah Code Ann. §78B-13-201(1)(a). Neither Father nor Mother has been involved in any other custody litigation concerning a child.

MARITAL AND MINOR CHILD STATUS

2. Father and Mother were married on or about May 8, 2013 and are presently

¹ Hereafter, any references to the word “child” shall be construed to mean “children” where appropriate.

married. The parties separated on June 18, 2019.

3. During this marriage, there are two children born to Father and Mother who are presently under legal age, and whose names and dates of birth are: AGT (born February 2011) and RCT (born July 2014).

GROUND FOR DIVORCE

4. The parties are granted a divorce from each other on the grounds of irreconcilable differences.

OTHER PROCEEDINGS

5. There are no other proceedings regarding the custody of a child.

CHILD CUSTODY

Legal Custody

6. It is fair and reasonable that the parties are awarded joint legal custody of the parties' minor children. The parties will follow the Parenting Plan as indicated below. In the event of a dispute related to health care, education, or religion, Mother should have final say.

Physical Custody

7. It is fair and reasonable that the parties are awarded joint physical custody of the parties' minor children, with Mother as the primary residential parent, and Father's parent-time based on the following schedule, with terms and conditions as indicated below:

- a. Father shall immediately be entitled to exercise parent-time pursuant to

U.C.A. Sec. 30-3-35, with his midweek parent-time on Thursdays.

Midweek visits will go no later than 7:30 p.m. and Father is responsible for transportation both ways for his midweek visit. Father must have the children in their own room for their overnights; the children may not be sharing a room with Father or with other children and must not be in a common area that others in the home have to pass through frequently. If Father cannot provide this space for the children for overnights, he can have the children during the day and Mother would be willing to pick the children up in the evenings and the parties can work together to arrange transportation in the mornings. The parties shall also follow the holiday and extended time provisions of U.C.A. Sec. 30-3-35, with Father designated as the non-custodial parent and Mother designated as the custodial parent.

- b. As soon as Father's sisters move out of his residence, or Father has another residence in which his sisters do not live, and as soon as his children have their own shared bedroom that is exclusively theirs with a door, window and closet, Father's alternating weekend parent-time shall be increased until Monday mornings. Father shall be responsible for ensuring that the children get to school on those alternating Monday mornings. He shall continue to have midweek parent-time on Thursdays.
- c. Six (6) months after Father begins exercising the extended alternating

weekends, and provided that the children do not have more than three (3) unexcused absences or three (3) unexcused tardies on Father's parent-time OR he forfeits all or a portion of his parent-time to the Mother more than three (3) times in a quarter or summer, Father's Thursday midweek parent-time on the weeks that he does not have alternating weekend parent-time shall be overnight, meaning that Father will be responsible for ensuring the children get to school on those alternating Friday mornings.

- d. Six (6) months after Father begins exercising the alternating Thursday overnights, and provided that the children do not have more than three (3) unexcused absences or three (3) unexcused tardies on Father's parent-time OR he forfeits all or a portion of his parent-time to Mother more than three (3) times in a quarter or summer, Father shall have every Thursday night for parent-time, meaning that all of his parent-time shall be consistent with U.C.A. Sec. 30-3-35.1.
- e. For transportation related to the parties' parent-time, except where specifically indicated above, the receiving parent, also known as the parent who is starting parent-time, shall be responsible to go the residence of the other parent and pick the children up. A parent has the option to pick the children up from school on his or her parent-time. A parent may also allow a responsible third party known to the children to pick the children up pursuant to U.C.A. 30-3-35(2)(e)(iii), as long as the other party is aware of

the identity of the individual.

- f. Based on the parties' current residences, with Mother in Bluffdale and Father in Millcreek, if a party moves farther away from the other party's residence, then that party is responsible to perform any additional parent-time transportation based on the move.
- g. The parties shall arrange one-on-one time with each of their children, at least once a month.

8.If Father defaults on his parent-time, meaning the kids have more than three (3) unexcused tardies or absences from school per quarter OR he forfeits all or a portion of his parent-time to Mother more than three (3) times in a quarter or summer, custody will automatically revert to sole custody with Mother acting as the primary custody holder.

9.If Mother defaults on her parent-time, meaning the kids have more than three (3) unexcused tardies or absences from school per quarter OR she forfeits all or a portion of her parent-time to Father more than three (3) times in a quarter or summer, the parties will immediately schedule mediation in order to reassess the custody arrangement.

PARENTING PLAN

Verification

10.This parenting plan is made in good faith.

Parent-Time

11.It is in the best interests of a child to have constant, frequent and continuing parent-time with each parent.

12. As the parties' work schedules change, parent-time shall be modified to maximize time with each parent, but not reduce parent-time with either parent.

13. A child's regular school hours shall not be interrupted for parent-time; however each parent shall have access to the child at school and shall have authority to check a child out of school pursuant to U.C.A. Sec. 30-3-10.9(5).

14. For purposes of identifying the appropriate school, Mother's residence is the home residence pursuant to U.C.A. Sec. 30-3-10.9(5).

15. The children shall continue to attend Canyon School District Area unless mutually agreed otherwise.

16. Father makes all additional elections within U.C.A. Sec. 30-3-35 and 35.1.

Holiday

17. The parties' holiday parent-time in accordance with Utah Code Ann. 30-3-35 is as follows:

<u>Holiday</u>	<u>Description</u>	<u>Dad's Years</u>	<u>Mom's Years</u>
MLK Day:	6 PM Friday – 7 PM Monday	Odd	Even
President's Day	6 PM Friday –7 PM Monday	Even	Odd
Spring Break:	6 PM day school's out – 7 PM Sunday	Odd	Even
Memorial Day:	6 PM Friday –7 PM Monday	Even	Odd
July 4th:	6 PM July 3rd – 11 PM on 4th or 6 PM on 5 th	Odd	Even
July 24th:	6 PM July 23rd –11PM July 24th or 6 PM on 25 th	Even	Odd
Labor Day:	6 PM Friday – 7 PM Monday	Odd	Even
Columbus Day:	6 PM Day Before – 7 PM Columbus Day	Even	Odd
Fall Break (UEA):	6 PM Wednesday – 7 PM Sunday	Odd	Even
Halloween:	If School day: End of School – 9 PM; if Weekend: 4 PM – 9 PM	Even	Odd
Veteran's Day:	6 PM Day Before – 7 PM Veteran's Day	Odd	Even
Thanksgiving:	7 PM Wednesday – 7 PM Sunday	Even	Odd
Christmas Break (1st portion):	School's out – 1 PM Day Halfway through Break (Includes Christmas Eve and Day)	Odd	Even
Christmas Break (2nd portion):	1 PM Day Halfway through Break – 7 PM Day before School Resumes (Includes New Year's Eve and Day)	Even	Odd
Child's Birthday (Actual Day)	3 PM –9 PM Actual Birth Date	Even	Odd
Child's Birthday (Day before or after)	3 PM –9 PM Day before or after birth date	Odd	Even
Mother's Day	9 AM – 7 PM Mother's Day	Never	Always
Father's Day	9 AM –7 PM Father's Day	Always	Never
Extended parent-time	As outlined by the code	Always	Always

18. Any subsequent changes to the holiday-time by the statute shall not affect the parties' holiday-time, unless agreed upon by the parties.

19. As indicated above, once Father begins exercising parent-time pursuant to U.C.A. Sec. 30-3-35.1, he shall also be afforded extensions to his parent-time as stated in U.C.A. Sec. 30-3-35.1(6) through (12).

Parent-Time Flexibility

20. Both parents shall be flexible in providing the other parent with additional parent-time when necessary.

21. The parties shall be flexible in making temporary adjustments in their Parenting Plan Schedule. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment but shall not unreasonably refuse.

22. Every month the parties shall plan cooperatively their weekly parent-times. The parties shall make their best effort to provide the other with 48 hours' notice of a change.

Right of First Refusal

23. If either parent must leave a child with a babysitter, caretaker, or any other person for more than four (4) hours, that parent shall allow the other parent the right to care for a child during that time. The parties exercising right of first refusal shall perform the transportation associated with the parent-time, except as indicated below in Paragraph 24. This right of first refusal only applies to the parents themselves and not to any other third parties.

24. Specifically in relation to after-school time, if Mother is unavailable due to her working hours and Father is available, Father shall be responsible for picking up the children from school and Mother shall be responsible for picking the children up from Father's residence after Mother gets off work. If Father is going to exercise this right-of-

first-refusal time, he shall give reasonable advance written notice to Mother.

Pick-up and Drop-offs

25. Exchanges shall be at the child's school or a residence of the parties, unless the parties mutually agree otherwise.

26. Both parents shall behave maturely during exchanges of a child. The parents shall also prepare a child for each parent-time exchange by having a child packed and ready to leave on time, and by encouraging a child to spend time with the other parent.

Virtual Parent-Time

27. Both parents shall encourage liberal phone visitations. A child's request to call a parent shall be reasonably accommodated.

28. Each party shall have the right to call a child daily between the hours of 7:00 a.m. and 9:00 p.m. This phone call shall not be unreasonably denied by the residing parent. Calls shall not be made at improper times, like bedtime or dinnertime or when the parent knows the child is involved in a special activity.

29. The phone call shall be brief and positive. The parents shall not tell their kids how sad he or she is or how much he or she misses the child.

30. However, a child shall not unreasonably call or communicate with the parent not exercising parenting-time.

31. Should a parent buy a cell phone for a child to use, a child shall always be able to use this phone to contact that parent. Either parent may restrict the phone's use to that purpose only, but the non-purchasing parent may not take the phone away completely.

Decisions Regarding Raising a Child

32. Day-to-day decisions regarding the care, control, and discipline of a child shall be made by the parent with whom a child is residing at the time.

33. Either parent may make emergency decisions regarding the health and safety of a child.

34. The parties shall discuss the significant decisions regarding a child, including, but not limited to, a child's education, health care, and religious upbringing. Specifically, "the parents shall exchange information concerning the health, education, and welfare of the child, and where possible, confer before making decisions concerning any of these areas." U.C.A. §30-3-10.3(2)(b). If the parties cannot reach a mutual decision, the parties shall attend mediation pursuant to Utah Code section 30-3-10.9(7). If after mediation the parties still cannot reach an agreement, Mother shall then have the final say.

35. Should either parent feel that a decision made under the above paragraphs in this subsection is contrary to the best interests of a child, that parent may arrange for counseling or mediation through a mutually agreed upon counselor or mediator. A written record shall be prepared of any agreement reached and a copy provided to each party. Any costs associated with this procedure are the responsibility of the parent that requested this procedure, unless no agreement is reached, in which case the parents shall share the costs of counseling equally. No dispute may be presented to the Court in this matter without a good faith attempt by both parents to resolve the issue through counseling or mediation. 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. The Court has the right to review any agreement made between the parties.

Behavior of the Parents during Parent-Time

36. Father and Mother shall not have overnight guests of the opposite sex while exercising parent-time with a child unless the guest is a relative or in a committed relationship with the parent. A committed relationship is defined as one that is at least eighteen (18) months or longer. Father's relationship with his current girlfriend at the time of signing of this document is excluded from the 18-month rule.

37. The parties shall not require or request that the children call their significant others "Mom" or "Dad" or any variation thereof.

38. Father and Mother shall not do drugs or drink alcohol in excess while in the presence of a child. Father and Mother shall not be drunk, high, or hung-over while in the presence of a child.

39. Father and Mother shall not smoke in the presence of a child, or in his or her home while exercising parent-time, or in the car while transporting a child.

40. The restrictions outlined in this subsection also apply to any persons residing or associating with a child.

Communication Between Parties

41. Neither party shall attempt to have a child transfer verbal or written messages

between the parties.

42. The parties shall discuss child-related issues in person or over the phone. If a party feels that this communication is unsuccessful, then the parties shall communicate with email or text message for three (3) months. After three (3) months, regular contact shall resume.

43. All calls, text messages, or emails shall be responded to within 24 hours of receipt.

Respect and Cooperation

44. Both parents shall recognize that the best interests of a child require them to cooperate and treat each other with dignity and respect, especially in the presence of a child. Both parents shall encourage affection and promote respect toward the other parent.

45. Neither parent shall attempt to harm the relationship between a parent and a child. This includes making disparaging comments about the other parent or allowing the child in the presence of anyone who does.

46. The parties shall regularly discuss the routines and rules they use with a child and shall try to create common ground to minimize a child's emotional discomfort. However, neither party shall be required to follow the other's suggestions, unless ordered by the Court.

47. Both parents shall share information on any condition, problem, significant fact or circumstance, which may affect the other parent's relationship with a child or the

well-being of a child.

48. The parties shall build a co-parenting relationship filled with trust and respect.

49. The parties shall work together to improve their parenting skills and to share their ideas.

50. The parties shall live by the golden rule that they shall treat each other as they would like to be treated.

51. The parties shall start over and recommit to this Parenting Plan when one or both neglect a provision in this plan.

52. A child's clothing, toys, and other personal effects shall not be limited to a specific home but are free to be used wherever a child is at the time.

53. Parent-time shall not be denied for failure to comply with any of the provisions in this pleading. Intentional denial of parent-time shall be grounds to change custody at any court proceeding.

54. The parties may disagree, but they will not be disagreeable.

55. The Advisory Guidelines of the Utah Code Annotated §30-3-33 shall be binding upon the parties. The parties shall also be required to implement the spirit and intent, and actual provisions of UCA §30-3-32.

A Child's Bill of Rights

56. The parties shall comply with and abide by the following rights of a child:

- a. A child has the right to love and be loved by both parents without feeling guilt or disapproval;

- b. A child has the right to be protected from the parents' anger toward each other;
- c. A child has the right to be kept out of the middle of the parents' conflict, including the right not to pick sides, carry messages, or hear complaints about the other parent;
- d. A child has the right not to have to choose one parent over the other;
- e. A child has the right to be free of the burden and responsibility of the parent's emotional problems;
- f. A child has the right to know well in advance about important changes that will affect his or her life; for example, when a child's parent is going to move or get remarried;
- g. A child has the right to reasonable financial support during their childhood;
- h. A child has the right to have and express feelings and to have both parents listen and appreciate such;
- i. A child has the right to a life that is as close as possible to what it would have been if the parents stayed together; and
- j. A child has the right to be a child.

Extended Overnight Trips

57. Both parties shall notify the other whenever they intend to take a child on any overnight trip. The traveling party shall get the other's permission should this trip

interfere with parent-time and shall also provide addresses and telephone numbers where they may be reached in an emergency.

Contact Information and Records

58. Each party shall keep the other immediately informed as to residence address, home, work and cell phone numbers, e-mail addresses and any other important contact information, including how to be reached in the event of an emergency.

59. Father and Mother shall both have access to all medical records and school reports.

School Functions and Social Activities

60. Both parties shall be entitled to participate in all social and school functions a child attends.

Illness

61. The parties shall notify the other when a child is ill. If illness should affect school the parties should communicate that prior to the time that school would start. Prior to the exchange of a child who is ill, the parties shall discuss regular parent-times and shall reasonably accommodate the sick child. If the parties cannot agree, regular parent-time shall not be affected. A parent shall not use a child's illness to frustrate parent-time.

Parent-Time Respect

62. The parties shall not schedule or promote an activity that falls on the other party's parent-time without first obtaining permission from that party in writing.

63.If there is an activity that a parent would like a child to attend, but that falls on the other parent's time, the requesting parent shall discuss the event with the other parent before doing so with a child. The requesting party will abide by the other parent's decision and shall not attempt to sway the other parent through a child.

64.A child is free to express interest in any activity, to either parent, at any time.

65.Neither parent shall attempt to restrain or control the activities of a child on the other parent's time.

66.Neither party shall interfere with the other's parent-time in any form.

Non-interference with the Parties' Personal Lives

67.Each party shall be completely free from the interference, authority, and control of the other party, except as impacts the care and safety of the children, as set forth in this document.

68.Each party shall have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other party.

Relatives

69.Ongoing relationships between a child and relatives shall be encouraged and continued. Any visitation by relatives shall be done during the scheduled parent-time of the parent to which they are related. The only restriction on relative visitation is that the children shall not be allowed to be alone with their paternal grandmother or have overnight visits with their paternal grandmother present.

Relocation of a Parent

70.If either parent shall move to a location that is more than one hundred and fifty (150) miles from the other parent, or out of Utah, the moving parent's parent-time shall be pursuant to UCA §30-3-37 until addressed by the Court.

71.A party desiring to relocate more than one hundred and fifty (150) miles from the other parent shall first provide written notice of the relocation to the other parent at least sixty (60) days in advance of the relocation.

72.Upon the relocation of a parent, the parties shall mediate and attempt to establish a new parent-time schedule. Either party has the right to petition the Court to modify custody and parent-time on the relocation of either parent.

Mutual Restraining Orders

73.It is fair and reasonable that both parties shall be restrained from saying or doing anything including, but not limited to, speaking derogatorily about the other parent or speaking to a child about the issues in this case or from attempting to influence a child's preference regarding custody or visitation, which would tend to diminish the love and affection of a child for the other parent. Both parties shall also be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

74.It is fair and reasonable that both parties shall be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations, or shall remove a child from such

circumstances.

Adjustments or Modifications

75. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parties, notarized, and filed with the Court. Temporary or minor changes can be made whenever the parties agree.

Failure to Comply

76. If a parent fails to comply with any of the provisions under this Parent-Time Section, the other parent's obligations under said section are not affected.

CHILD SUPPORT AND EXPENSES

Child Support

77. Mother's income is or shall be imputed to \$4,838 monthly. Father's income is or shall be imputed to \$4,004 monthly. The parties agree to use the Child Support Obligation Worksheet (Joint) with Mother at 220 overnights and Father at 145 overnights for child support purposes. Therefore, Father shall be ordered to pay \$416 in child support monthly, commencing June 1, 2019. Father will begin making monthly payments on December 1, 2019, and will pay child support arrearages for the months of June through November 2019 based on this calculation. In summary, the Respondent is ordered to pay arrearages for child support in the amount of \$2,080.00 for the period from June 1, 2019 – October 31, 2019.

78. In the event that Father defaults on his parent time as defined and described in Paragraphs 7 and 8 above and child custody reverts to sole custody, child support will

then be calculated on the sole custody calculator as of the date of the default. For the purposes of sole custody, Mother's income is or shall be imputed to \$4,838 monthly. Father's income is or shall be imputed to \$4,004 monthly. The parties agree to use the Child Support Obligation Worksheet (Sole) and Father shall be ordered to pay \$689 in child support monthly.

79. Pursuant to UCA §78B-12-112, child support shall be payable in full by the 1st day of each month or one half shall be due on the 5th and the other half shall be due on the 20th of each month.

80. Pursuant to UCA §78B-12-216, there shall be an automatic reduction for extended parent-time.

81. Child support shall continue until a minor child reaches the age of eighteen (18) or graduates from high school during their normal and expected graduating class, whichever occurs later.

82. Pursuant to UCA §78B-12-210(10), 78B-12-210(8) and 78B-12-210(9), any child support may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

83. Pursuant to Utah Code 62A-11 parts 4 and 5, Father will pay all child support through ORS through mandatory income withholding relief 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

applies to existing and future payers. All withheld income should 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, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Child support should be due divided into two payments each month and be due by the 5th and the 20th of each month.

Medical Insurance and Medical Expenses

84. Pursuant to Utah Code Ann. §78B-12-212, Father and Mother shall jointly provide and maintain health/medical insurance for the benefit of a child. Should one party obtain health/medical insurance through their employment or other business undertakings, the other party shall be liable for the payment of one-half of the cost of said insurance for a child's portion of that insurance.

85. Father or Mother shall receive credit against a child support award for any full payments made by either party if either party is paying child support under the Decree of Divorce or any other order.

86. Father and Mother shall divide equally all medical, dental, orthodontic, and optical expenses of a child which are not covered by insurance.

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

88. The parent who incurs medical 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 provide written verification and payment within thirty (30) days of payment.

89. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent.

90. Father and Mother shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code.

91. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of a child, and thereafter on or before January 2nd of each calendar year.

92. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

Child Care Expenses

93. UCA §78B-12-214 shall apply, ordering the equal division of childcare expenses and such expenses shall be reimbursed by the notified party within thirty (30) days of receipt of childcare invoices, receipts, and/or bills.

Extra-curricular and other expenses

94. Both parties shall share equally in additional agreed-upon expenses related to

the children as follows: School lunches, mandatory school fees, soccer for AGT, and all-day kindergarten for RCT. The parties may choose to pay each of their one-half portion of these expenses directly to the third parties. If a party desires to sign a child up for any other extra-curricular activity(ies), then that party may request in writing that the other party share the expense for the activity(ies) but shall not require that the other party do so. A party may not also compel another party to use his or her parent-time to support the activity unless both parties mutually agree otherwise. A party shall not unreasonably refuse agreement on sharing of such expenses.

ASSET/DEBT DIVISION AND PROVISIONS

Real Property

95. The parties acquired real property located at 15146 South Cantle Drive in Bluffdale, UT 84065. The real property shall be divided equitably as follows:

- a. Mother shall have one (1) year from the date of entry of the Decree of Divorce to refinance the property out of Father's name, and pay Father \$20,000.
- b. Father shall sign a Quit Claim deed to deed the property to Mother within 30 days from the date of Decree of Divorce.
- c. Father shall cooperate in providing whatever documents are necessary, which may include a Quit Claim Deed, to allow Mother to refinance the property.

- d. Mother shall be solely responsible for paying the mortgage and other house-related obligations to prevent the home from going into foreclosure.
- e. If Mother is late on a mortgage or other such payment, and Father chooses to pay said payment, the amount that Father pays to protect the asset shall be added to Father's \$20,000 judgment upon refinance or sale.
- f. If Mother is late on a mortgage or other such payment, and Father is unable to pay said payment, then the home shall immediately be listed on the market.
- g. If Mother fails to refinance the home out of Father's name and pay him the equity portion within one (1) year of the date of the Decree of Divorce, the home shall immediately be listed on the market for sale, and Father shall receive \$20,000 (plus any mortgage or other payments he may have made) from the sale proceeds of the house, and all remaining sale proceeds would go to Mother.
- h. Provided that Mother refinances the home timely and pays Father his equity portion timely, Mother shall be awarded full, sole, and exclusive ownership of the home and real property.

Personal Property

96. During the marriage, the Father and Mother have acquired certain items of personal property. This personal property shall be divided equitably, which includes the following:

- a. Mother shall be awarded the 9mm Handgun, and Father shall be awarded the revolver. The parties shall cooperate in drafting and signing whatever documents are necessary to effectuate proper transfer of the firearms.
- b. Mother shall be awarded the 2011 GMC Terrain, and Father shall be awarded the 2012 Honda Pilot and the 2010 Mercedes-Benz CL 300.

Separate Property

97. All property and all property rights which may be vested in either party as a result of acquisition prior to marriage, family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Banking and Retirement Accounts

98. The parties shall immediately close and equally divide all joint banking accounts.

99. The parties each have retirement accounts. Each party shall be awarded his or her retirement accounts without any award to the other party. Each party shall also be 100% solely liable for any loans that each party may have taken out on his or her own retirement account, indemnifying and holding the other party harmless therefrom.

Debts and Obligations

100. The parties have incurred marital debt. This debt shall be divided as follows:
- a. Mother shall be responsible for the following debts and indemnify and hold harmless Father therefrom:
 - i. 2011 GMC Terrain: Mother shall continue to make the payments and

be solely responsible for paying off the debt. If Mother fails to make a payment, Father may repossess the vehicle. The parties shall cooperate to get Father's name off the loan within one (1) year of the date of Decree of Divorce.

ii. The following accounts in Mother's name: Synchrony Home credit card with approximately \$3,282.48 owed, Capital One Bank credit card with approximately \$1,761.63 owed, Capital One Bank credit card with approximately \$5,998.90 owed, Capital One Bank credit card with approximately \$2,249.47 owed.

b. Father shall be responsible for the following debts and indemnify and hold harmless Mother therefrom:

i. 2012 Honda Pilot and 2010 Mercedes-Benz CL 300: Father shall continue to make the payments and be solely responsible for paying off both debts. If Father fails to make a payment, Mother may repossess the vehicle(s). The parties shall cooperate to get Mother's name off the loans within one (1) year of the date of the Decree of Divorce.

ii. The following accounts in Father's name: Capital One Bank credit card with approximately \$5,805 owed, Synchrony Bank credit card with approximately \$1,538 owed, Great Lakes student loans with approximately \$6,968.89 owed.

- c. In relation to the Mountain America Credit Union credit card with approximately \$11,121 owed, the parties shall do the following:
- i. The account shall immediately be deactivated so that no further charges can be made on the card.
 - ii. If the parties have any automatic payments coming off the card, each party is responsible to immediately arrange for alternative payment methods.
 - iii. Each party is solely responsible to pay his or her post-separation charges/debts that each party has put on the card since June 18, 2019.
 - iv. Mother will pay a total of 5,000 toward the balance of the card and the remaining balance will be the responsibility of the Father.
 - v. Until Mother is able to pay her balance of \$5,000, each party shall pay \$150 monthly toward the card, for a total monthly payment of \$300. Mother will continue to pay \$150.00 per month until she has paid \$5,000.00 in total or until she is able to refinance the home to make a bulk payment to pay the remainder of her \$5,000.00 portion. If Mother is able to pay this amount before she refinances, she may do so and no longer be responsible to make any monthly payments after that. Additionally, if Mother has any remaining post-separation charges/debts that she has put on the card that she has not yet paid off, these shall also be paid off as part of the refinance.

- d. Father is on Mother's insurance plan and will remain on such plan until the parties are divorced. Father will pay Mother for his portion of his premiums in the amount of \$65.00 by the 25th of each month which is 5 days prior to the premium being due so that the money has the opportunity to clear the account before the Mother must pay it.
- e. Any other post-separation debt shall be paid for by the party who incurred the debt, indemnifying and holding harmless therefrom the other party.

101. Neither party shall use the other party's name, likeness, identity, or credit to incur any additional debt or for any other unlawful purpose.

Delinquency in Payments

102. If either party is obligated on a joint-secured debt, the payment of that debt shall remain current. If a payment is not made in a timely manner, the secured asset shall be placed immediately on the market for sale in order to protect the joint debtors.

103. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees and costs from the other party.

ADDITIONAL FINANCIAL PROVISIONS

Alimony

104. Neither party shall be awarded alimony.

Taxes

105. For the 2019 tax year, the parties shall file a joint tax return, and each party

shall be awarded one-half of the parties' tax refund and/or be one-half responsible for one-half of any tax liability. Beginning in the 2020 tax year, the parties shall each claim one child on his or her taxes for purposes of exemptions, credits, and/or other benefits associated with that child. When there is only one (1) child left, Father shall claim the child on odd years and the Mother shall claim the child on even years. Father shall be current on child support by December 31st in order to claim any child; otherwise, Mother shall claim both children for that tax year. If Mother believes, knows, or has any reason to believe or know that Father is not current on child support by December 10, she shall have the affirmative duty to notify Father of this in writing in order to give Father the opportunity to either become current or provide information that he believes shows that he is current. If there is a good-faith dispute as of January 1st as to whether or not Father was current, the parties agree that neither shall file taxes until they attend mediation. If mediation is unsuccessful, then the parties may seek court intervention. If it is determined that either party asserted or defended a tax claim in bad faith, the Court may order reasonable attorney fees and court costs.

106. Both parties shall cooperate with each other in providing any forms that are necessary to enable claiming of the child(ren) as indicated herein, which may include filing Form 8332 and/or any other forms.

Life Insurance

107. Beginning no later than January 1, 2020, each party shall have a life insurance policy in the amount of no less than \$500,000, naming the children as

beneficiaries, which shall be in effect until all of the children turn 18 years old.

Attorney Fees

108. Each party shall pay his or her own attorney fees.

PUBLIC ASSISTANCE

109. Neither Father nor Mother is receiving public assistance in the form of food stamps; therefore, the State need not be joined as a party in this matter.

COOPERATION

110. Father and Mother shall cooperate with each other, through counsel and otherwise, to effect change in titles to property agreed to be divided herein, to change the names and responsibilities for payment upon the charge accounts and other debts divided herein, and to cooperate in each and every other way necessary or proper to insure that the Decree of Divorce is carried out in every detail.

111. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

DEFAULT

112. If either party fails to comply with any of the terms and conditions set forth in this Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney fees and costs, incurred in enforcing the terms and conditions of this Decree of Divorce.

TEMPORARY ORDERS

113. The above provisions, where applicable, shall act as Temporary Orders until

the Decree of Divorce is entered, and the parties agree that they will treat this document as an order of the Court for all legal intents and purposes.

BY THE COURT:

Signed by the Court electronically as indicated on the first page, top right-hand corner.

Approved to Form by:

/s/ Mark LaRocco

Mark LaRocco

Attorney for Respondent

Electronic signatures signed by Tiffany D. Sato at the direction of Mark LaRocco.



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

<p>HEATHER WASDEN,</p> <p style="text-align: center;">Petitioner,</p> <p style="text-align: center;">vs.</p> <p>WILLIAM EUGENE TUREK,</p> <p style="text-align: center;">Respondent,</p>	<p style="text-align: center;">ORDER TO MODIFY DECREE</p> <p>Civil No. 194905621</p> <p>Commissioner KIM M. LUHN</p> <p>Judge ANDREW H. STONE</p>
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Pursuant to the Court’s Findings of Fact and Conclusions of Law, incorporated herein by this reference, and after having reviewed the documents in this matter and determined that the Stipulated Agreement between Petitioner and Respondent is fair and reasonable and after having been fully advised in the premises,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

JURISDICTION

1. The parties are bona fide residents of Salt Lake County, State of Utah, this court entered the original Decree of Divorce and has continuing jurisdiction.

MARITAL AND MINOR CHILD STATUS

2. The parties and the children are bona fide residents of Salt Lake County, State of Utah

and have been so for the last three months.

3. This Court entered its original order on this matter on January 31, 2020.
4. There are two children born to the parties who are presently under legal age, and whose names and dates of birth are: AGT (born February 2011) and RCT (born July 2014).

MATERIAL CHANGE AND BEST INTERESTS

5. There has been a material and substantial change in circumstances. Based on the capabilities of the parties and the parties' actual parent time practices, that merits a modification of the decree in compliance with §U.C.A. 30-3-10.4 and the decree of divorce. This modification is in the best interests of the children.

CHILD CUSTODY AND PARENT TIME

6. The parties are awarded joint legal custody of the children.
7. The Petitioner is awarded sole physical custody of both children with the Respondent having parent time according to U.C.A. §30-3-35 with the following exceptions:
 - a. The Respondent's midweek visits will occur on Thursday nights from 5:00 PM to 7:30 PM.
 - b. The Petitioner and Respondent will work together to follow the summer parent-time schedule per U.C.A. 30-3-35. Considering the best interests of the children and taking into consideration the desires and concerns of the children and allowing time for adjustment of the children. Any parent time not exercised by either party will not be construed negatively against that parent.
 - c. Petitioner will be exercising her 2 weeks of uninterrupted time with the children

during the first two weeks of July.

8. Beginning in February of 2021, if the Respondent has been consistently taking the children for his full parent time, the parties will attempt to graduate the Respondent's parent time again by adding an overnight from Sunday to Monday. If the Respondent is able to consistently fulfill his parent time obligations for 6 months, then the parties will add an overnight every Thursday evening to Friday to get the child custody to Joint Custody. If the Respondent is able to consistently fulfill his obligations of parent time for 6 months, getting the children to school on time on the days that he is required to get them to school, and help the children with accomplishing their homework and getting the children to their activities during his parent time, then the Parties agree to sign a stipulation to modify physical child custody to Joint custody and submit to the court for the court's order.

CHILD SUPPORT

9. Child support will remain as previously ordered in the original Decree under a joint custody calculator due to the pending nature of this agreement that child custody is anticipated increase to joint custody in compliance with Utah Code Ann. §78B-12-101 *et seq.* However, if the Respondent is unable to graduate to the final parent time schedule that equates to a 60/40 split of parent time under §30-3-35.1 by February 1, 2022, child custody should be automatically modified to match the parent time schedule that the parties are following at that time and will work with one another to modify support to match the actual parent-time schedules of each party at that time. If ORS is unable to

make the changes without a court order, the parties agree to stipulate to such changes with the Court.

MISCELLANEOUS

10. All other provisions of the divorce decree, not affected by the changes made, herein, shall remain in full force and effect.
11. The parties will execute all documents and agreements as discussed in third decree and their stipulated agreement. If a party fails to do so and one party is forced to litigate the matter by Petition or Order to Show Cause in order to enforce the terms herein, the party that is force to enforce this order is entitled to payment of his or her attorneys' fees in his or her effort to implement this agreement.

BY THE COURT:

Signed by the Court electronically as indicated on the first page, top right-hand corner.

Approved to Form by:

/s/ Heather Wasden

/s/ William Eugene Turek

Heather Wasden, Respondent

William Eugene Turek Petitioner

Electronic signatures signed by Tiffany D. Sato at the direction of the parties

RULE 7 NOTICE

Pursuant to the Utah Rule of Civil Procedure 7(j), a true and correct copy of he forgoing was served by the mean indicated herein, on the 25th day of September, 2020, upon the following parties. Notice of objections as to form must be submitted to the Court and counsel within 7 days after service of this notice. Should no objections to the proposed form be submitted to the

Court and counsel within seven (7) days after service, the attached form of order shall be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

This is to certify that on this 24th day of June, 2020, I caused a true and correct copy of the above referenced document to be electronically delivered to the following via email and notified of by text:

William Eugene Turek
Respondent

/s/ Tiffany Sato
Tiffany Sato