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Attorney for Petitioner

**IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH, AMERICAN FORK DISTRICT**

GREGORY W. HAZARD,

Petitioner,

v.

JESSIE M. HAZARD,

Respondent.

DECREE OF DIVORCE

Case No. 204100246

Judge Robert C. Lunnan

Commissioner Marian Ito

The Court, having entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW,
now hereby ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE

1. The parties are hereby awarded a Decree of Divorce, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

CUSTODY AND PARENT-TIME

2. The parties are hereby awarded joint legal custody of their minor children pursuant to the parenting plan contained therein.

3. Jessie is hereby awarded primary physical custody of the parties' minor children

subject to Gregory's right to parent-time. Gregory's parent-time shall be as the parties can agree, but if they cannot agree, then it shall be no less than what is outlined in Utah Code § 30-3-35 (2020).

4. The parties shall divide holidays as they agree, but if they cannot agree, then holiday parent-time shall be pursuant to Utah Code § 30-3-35 (2020) with Gregory designated as the non-custodial parent for the limited purpose of interpreting that statute.

PARENTING PLAN

5. Pursuant to Utah Code Ann Sec. 30-3-10.1 et seq., the following parenting plan shall be followed:

- a. The parents must discuss with each other and mutually decide the significant decisions regarding the child, including, but not limited to, the child's education, health care, and religious upbringing. However, Jessie shall be allowed to make emergency decisions regarding the minor child if she cannot get a hold of Gregory.
- b. Minor day-to-day decisions regarding the care, control and discipline of the parties' child will be made by the parent with whom the children are residing at the time.
- c. If either party makes a decision the other does not agree with, the parties shall first be required to attend at least one (1) session of mediation with each other, with each party being required to pay for one-half (1/2) of the cost of the cost of the mediation, prior to the court date. As stated above, except in emergency situations, neither party shall have decision-making

rights over the other but the parties shall attempt mediation prior to litigating the matter in court.

- d. The above parent-time scheduled shall be followed by the parties unless they mutually agree on a different schedule in writing.
- e. For any pick-ups or drop-offs that occur at a party's residence, the party ending parent-time is responsible for dropping the child off at the residence of the other party.
- f. Each party is responsible for picking up the children (or designating an adult known to both parties to pick up the children) from school and day care on that parent's parent-time day, and the parent who has the children overnight is responsible for dropping off the children (or designating an adult known to both parties to drop off the children) to school or day care the next morning.
- g. Both parents will make a best effort to provide 48 hours' notice of change and offer right of first refusal for the other parent to provide care for the children if the scheduled parent cannot personally care for the children. In the event that the parent not scheduled for time with the child cannot cover for the parent who is scheduled, then the scheduled parent is required to make other arrangements.
- h. The parent who is to have the parent-time shall be responsible for making sure the children are picked up from the other parent or from the school.
- i. Fostering good communication and healthy viewpoints of the other parent

is encouraged and expected. Neither parent will be allowed to disparage the other parent or allow others to do so in the presence of the minor children under any circumstances. Both parties agree to build a new co-parenting relationship built on trust and desire for the best interest of the minor children.

j. Both parents shall be concerned for the best interest and well-being of the child; therefore, both parents shall be governed by the following principles:

i. The parties shall have a co-parenting relationship which will be built on trust and respect;

ii. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the child's needs;

iii. The parties shall support each other in their respective parenting roles and shall say positive words about the other parent to the child and shall be restrained from saying anything negative about the other parent. The parties believe this purpose to be honorable for the child to develop good self-esteem.

iv. The parties shall listen to each other and do their best to understand the other's point of view;

v. The parties shall make all attempts to resolve all conflict between them and shall utilize experts to assist them in this

endeavor, if they are unsuccessful personally;

vi. The parties shall solve problems and make joint decisions by working through their decision-making procedure which is described herein.

vii. If tension arises in a telephone call, the parties shall take a break from the telephone call or leave their conversations to e-mail;

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

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

x. The parties shall see the other parent as a resource, consultant and ally. The parties shall effectively work together as co-parents to promote the best interests of the child.

k. The Advisory Guidelines as set forth in 30-3-33 of the Utah Code shall be binding upon the parties. The parties shall also be required to implement the spirit and intent, including the actual provisions of 30-3-32 of the Utah Code.

l. If a parent fails to comply with any of the provisions set out above under this parent-time section, the other parent's obligations under said section are not affected.

6. Both parents shall be polite and cordial and behave maturely during exchanges of

the child. The parents shall also prepare the child, both mentally and physically, for each parent-time exchange by having the child packed and ready to leave on time, and by encouraging the child to spend time with the other parent. Each parent shall have and maintain clothes at their respective homes, each party shall (if needed) share safety equipment such as car seats, and each party shall share homework or other school-related needs.

7. Both parties shall notify the other whenever they intend to take the child on any overnight trip exceeding two (2) nights, and both parties provide each other with a travel itinerary with addresses and telephone numbers where they may be reached in the event of an emergency. Both parties shall obtain the other's permission to take the child if a trip interferes with the other parent's parenting time.

COOPERATION ON CO-PARENTING

8. The parties shall regularly discuss the day-to-day routines and decisions being implemented in their homes to help the child feel comfortable in both homes by minimizing the differences in parenting styles. The parties shall also adhere to the following:

- a. Both parents will cooperate in fostering the best interest of their child.
- b. Each parent has the right to create an independent life with the child, allowing each to continue to play a full and active role in providing a sound emotional, moral, social, and educational environment for the child.
- c. Both parents will share information on any condition, problem, significant fact or circumstance, which may affect the other parent's relationship with, or the well-being of the child.

NON-INVOLVEMENT

9. Neither party shall ask, nor attempt in any way to have, the child transfer messages between the parties, either verbal or written. The parents will contact each other directly via phone or email to discuss personal or child-related issues between themselves and not involve the child,

SOCIAL ACTIVITIES AND SCHOOL FUNCTIONS

10. Both parties shall be entitled to participate in all public, social and school-related functions their child attends.

ILLNESS

11. The parties shall notify the other when any child is ill. When a child is ill, regularly scheduled parenting times will be discussed with both parents prior to the parenting time to decide whether the parenting time shall be rescheduled. Neither parent shall use illness of a child as a means to frustrate the other parent's parent-time. Each party shall follow the orders of medical care providers including regarding medications and care.

RESPECT AND COOPERATION

12. Gregory and Jessie shall recognize that the best interests of the child require them to cooperate and treat each other with dignity and respect, especially in the presence of the child. Both parents shall use their best efforts to foster the development and maintenance of positive relationships between the child by encouraging affection, promoting respect and good feelings toward the other parent. In addition, both parties shall adhere to the following:

- a. Neither parent shall attempt to harm or alienate the relationship the other parent has with the child in any form. Neither parent shall make, nor shall they allow another person or agent within their control or influence to

make any disparaging comments about the other parent in the presence of the child.

- b. The parents shall cooperate and include each other in their child's day care, health care, school, religious activities, organized sports, and other special activities and shall notify each other of their child's regular activities.
- c. The parents shall not involve the child in disputes or disagreements that may arise between each other, but they may jointly discuss issues with their child to get his input.

NON-INTERFERENCE WITH PARENT-TIME

13. The parties shall never schedule or promote to the child any special events or activities that fall on the other party's parenting time without first obtaining permission from that party in the following manner:

- a. The requesting party will notify the other party of the event or activity and discuss with them the benefits of the child's attendance prior to discussing it with the child. If the other party already has something scheduled or decides that the child cannot participate in the event or activity for any reason, the requesting parent will abide by that decision and not attempt to influence the other parent through the child.
- b. The child shall be free to express interest in any activity to either parent at any time.
- c. Both parties also shall not interfere with each other's parenting time in any

form. If either parent denies physical access to scheduled visitation without just cause, that parent will pay all costs associated with mediation, arbitration, or court-related legal fees, associated with resolving the violation and to ensure freedom from future violations.

NON-INTERFERENCE WITH THE PARTIES' PERSONAL LIVES

14. The parties shall be completely free from the interference, authority and control over the other, except as impacts the care of the child, as set forth in this document. 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, except as impacts the care of the child, as set forth in this document. Further, if the court finds either party's actions against the other to be dishonest or deceptive, frivolous, or in any way violates the guidelines set forth in this document, the court can order the offending party to pay all costs for legal fees incurred by the aggrieved party, plus damages for suffering and reasonable fees for time spent in defense.

TEMPORARY ADJUSTMENTS

15. The parties shall be flexible in making temporary adjustments in their parenting plan schedule for unexpected situations. 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 the other party shall not unreasonably refuse.

RELOCATION

16. In the event that a parent desires to relocate more than sixty (60) miles from the other parent's residence, that parent shall provide sixty (60) days' written notice to the other

parent, and the parents shall attend mediation to discuss the parent-time and custody arrangements before litigating the matter.

17. The written notice of relocation shall contain statements affirming the following: the parent-time provisions in this document or a schedule approved by both parties will be followed, and neither parent will interfere with the other's parental rights pursuant to court-ordered parent-time arrangements, or the schedule approved by both parties.

18. A parent who fails to comply with the notice of relocation herein shall be in contempt of the court's order.

RELATIVES

19. Ongoing relationships between the child and relatives shall be encouraged and continued. Any visitation by relatives shall be done during scheduled parent-time of the parent that the relative is related to.

CONTACT INFORMATION

20. The parties 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.

CHILD SUPPORT

21. Gregory is currently employed full-time and earns an approximate gross monthly income of \$12,500 per month.

22. Jessie is currently unemployed, but shall be imputed at full-time minimum wage of \$1,257.

23. Pursuant to the Utah Uniform Child Support Guidelines, Utah Code §78B-12-202 *et seq.*, and Sole Custody Child Support Worksheet filed herewith, Gregory would be ordered to pay \$2,122 per month to Jessie as base support for the minor children. However, it is inappropriate and not in their minor children's best interest to follow the guidelines outlined in Utah Code §78B-12-202 *et seq.* in calculating the amount of child support.

24. Beginning November 1, 2020, and through February 28, 2031, Gregory is hereby ordered to pay Jessie \$8,500 per month in child support, which is an upward deviation from the guideline amount of \$2,122.

25. Child support shall not be increased at any time as a result of an increase in income.

26. The child support amount shall not be reduced when any of the two older children age out, that is: Turn 18 years of age, graduate from high school during the child's normal and expected year of graduation (whichever occurs later), die, marry, become a member of the armed forces of the United States, or is emancipated.

27. Gregory's child support obligation shall be paid to Jessie on the 5th of each month.

HEALTH INSURANCE & MEDICAL EXPENSES

28. Gregory is hereby ordered to provide 100% of the minor child's health insurance premiums based upon the stipulation of the parties.

29. In the event that both parties obtain insurance for the children, Gregory's health, hospital and dental insurance plan shall be considered primary, and Jessie's health, hospital and

dental insurance plan shall be considered secondary. In the event that the children are double-covered, each party shall pay for his or her own insurance premiums without reimbursement from the other party.

30. Gregory is hereby ordered to pay 100% of all reasonable and necessary medical, dental, orthodontic, and optical expenses of the minor child, provided that a party incurring an expense notifies the other party of the expense and sends physical proof within thirty (30) days of incurring the expense.

31. Jessie and Gregory shall cooperate in exchanging all claim forms and statements as set forth in Utah Code Annotated §78B-12-212.

32. The parent who maintains health insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter on or before January 2nd of each calendar year as set forth in Utah Code Annotated §78B-12-212.

33. 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, as set forth in Utah Code Annotated §78B-12-212.

CHILDCARE EXPENSES

34. The parties shall use family-provided day care before incurring any costs. However, in the event that costs for child care are needed, each party shall pay for one-half of the costs pursuant to U.C.A. Sec. 78B-12-214 and -215.

EXTRACURRICULAR ACTIVITIES & SCHOOL FEES

35. Gregory and Jessie are hereby ordered to each pay for 50% of all extracurricular expenses of the minor child, including school fees and school lunches. If a party wants to sign up a child for an extracurricular activity, that party must obtain a written agreement from the other party in order for both parents to be required to pay for 50% of the extracurricular activity expense. Otherwise, only the signing up party shall be required to pay for the extracurricular activity expense of the child. However, the other party shall not unreasonably refuse agreement on extracurricular activity expenses that benefit the child. Finally, if a party signs up a child for an extracurricular activity that interferes with other parent's parent-time, the other parent shall not be required to take the child to the extracurricular activity unless the parties mutually agree otherwise.

CHILD TAX EXEMPTIONS/CREDITS/BENEFITS

36. Beginning in the tax year 2020 and going forward until there are no more children left to claim on taxes, Gregory is hereby awarded all tax exemptions, benefits, and credits for the children. Each party shall be required to timely fill out and provide Form 8332 and any other form required to allow Gregory to claim the children as indicated herein.

REAL PROPERTY

37. The parties acquired an interest in the following three (3) real properties during the course of their marriage:

- a. 658 S. Pheasant Ridge Circle, Alpine, Utah 84004;
- b. 7641 N. Powell St. Eagle Mountain, UT 84005; and

c. 1778 E. Sunset View Lane, Eagle Mountain, UT 84005.

38. The parties shall maintain 50/50 ownership of, and interest in, all three (3) properties pursuant to the following terms:

- a. Jessie is hereby awarded exclusive use and possession of the home located at 658 S. Pheasant Ridge Circle, Alpine, Utah 84004 until March 1, 2031. Gregory shall be responsible to pay the mortgage, property tax, and homeowner's insurance associated with the Alpine property.
- b. Gregory is hereby awarded exclusive use and possession of the real property located at 7641 N. Powell St., Eagle Mountain, UT 84005 and of the real property located at 1778 E. Sunset View Lane, Eagle Mountain, UT 84005 ("Eagle Mountain properties"), including all rental income earned, until March 1, 2031. Gregory shall be responsible to pay the mortgage, property tax, homeowner's insurance, maintenance, and management associated with the Eagle Mountain properties.
- c. On or around March 1, 2031, the parties shall obtain appraisals for all three (3) properties to determine the total equity to be shared equally by the parties. The parties shall work together to determine how to divide the properties in such a manner that each receives their equal one-half (1/2) share of the equity from all three (3) properties.
- d. If the parties desire to sell any of the properties prior to March 1, 2031, the parties must agree to the sale in writing and each party shall be entitled to one-half (1/2) of the proceeds.

VEHICLES

39. Gregory is hereby awarded the 2017 Land Rover Range Rover and 2015 Polaris RZR 1000 free and clear of any claim from Jessie. Jessie is hereby awarded the 2018 Jaguar F-Pace free and clear of any claim from Gregory.

PERSONAL PROPERTY

40. The parties are hereby awarded any personal property currently in their respective possession free and clear of any claim from the other, with the exception of the Oldtreasures333 Inc. inventory currently at Jessie's home. Gregory shall retrieve the inventory from Jessie's home within thirty (30) days of the entry of Decree of Divorce.

FINANCIAL ACCOUNTS

41. Each party is hereby awarded all checking, savings, and retirement accounts, including any 401(k)s, held in their respective names free and clear of any claim from the other.

DEBTS AND OBLIGATIONS

42. Gregory shall be responsible for any marital debts or obligations in either party's name.

43. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' *Decree of Divorce* to all creditors of the parties existing at the time of the entry of the decree of divorce.

BUSINESS INTERESTS

44. Gregory is hereby awarded all business interests in his name, including, but not limited to, Oldtreasures333 Inc., 5 Coco LLC, 6 Coco LLC, and Belle Street Investments and Partners, and any and all other assets not otherwise stated, free and clear of any claim from Jessie.

GLOBAL SETTLEMENT

45. Gregory is hereby ordered to pay Jessie a total of \$1,200,000 in twelve (12) installments of \$100,000 over the next six (6) years. Gregory shall be required to make a minimum of one (1) installment of \$100,000 per year with the total amount being paid in full no later than December 31, 2026.

ALIMONY

46. The parties are able to support themselves. As such, neither party shall be awarded alimony now or in the future. Alimony is forever waived.

NAME CHANGE

47. Jessie shall be restored to the use of her maiden name of "Valencia" if she so desires now or in the future.

COOPERATION

48. Gregory and Jessie shall cooperate with the other to effect change in titles to property 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 ensure that the *Decree of Divorce* is carried out in every detail.

49. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the *Decree of Divorce*.

MUTUAL RESTRAINING ORDERS

50. Both parties shall be restrained from saying or doing anything including, but not limited to, speaking derogatorily about the other parent or speaking to the child about the issues in this case or from attempting to influence the child's preference regarding custody or visitation, which would tend to diminish the love and affection of the child for the other parent.

51. 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 such violations, or a party shall remove the child from such circumstances.

DEFAULT

52. If either party fails to comply with any of the terms and conditions set forth in this document, 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 document.

DISPUTE RESOLUTION PRIOR TO MODIFICATION

53. Prior to filing a petition to change or otherwise modify any provision of the final Decree of Divorce entered hereafter, the parties shall be required to attempt to resolve the issue through mediation, with each party paying one-half of the mediator's fees.

ATTORNEY FEES

54. Each party shall be responsible for his or her attorney fees and costs herein.

******In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Order may not bear the handwritten signature of the Judge, but instead may display an electronic signature at the upper right-hand corner of the first page of this Order.******

APPROVED AS TO FORM:

/s/ Jessie Hazard

JESSIE HAZARD

Respondent, Pro Se

Signed by Mark LaRocco with
permission of Jessie Hazard
(Permission Given: 11/05/20)

CERTIFICATE OF SERVICE

I hereby certify that on November 5, 2020 I caused to be served a true and correct copy of this document upon the foregoing persons in the manner indicated below:

Jessie Hazard
Respondent, Pro Se
jessiemariehaz@aol.com

DATED November 5, 2020.

/s/ Jen Linschoten