



UTAH LEGAL SERVICES, INC.

Attorneys for Petitioner

By: Jason B. Fida, #14969
455 N. University Ave., Ste. 100
Provo, Utah 84601
Email: jfida@utahlegalservices.org
Phone: 801-374-6766
Fax: 801-655-5350

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
137 N. Freedom Blvd., Provo, Utah 84601

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| <p>ALICIA LYNNE DEEMS, Petitioner,</p> <p>vs.</p> <p>CHARLES ALLAN DEEMS, Respondent.</p> | <p>DECREE OF DIVORCE</p> <p>Case No.: 204401296 Commissioner: Marian Ito Judge: Darold McDade</p> |
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This divorce action is before the Court on Petitioner’s VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. Divorce. Petitioner is hereby granted a divorce to become final upon entry.
2. Grounds. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.
3. Children. The parties are the legal mother and legal father of the following children under Utah’s Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties

became the legal parents of the children prior to or during the time the parties were married, or if the mother is pregnant at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birth dates of the minor children are being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form. The initials, birth month, and birth year of each minor child are as follows: J.C.D., born in November of 2017; R.C.D., born in July of 2012; S.F.D., born in September of 2004; T.Q.D., born in March of 2007; and Z.R.D., born in April of 2015.

4. Custody. It is in the best interest of the parties' minor children that the Court award physical and legal custody as follows: Petitioner is a fit and proper parent and shall be awarded sole physical and legal custody.
5. Parent time. Parent-time shall be as the parties agree. If the parties cannot agree, Respondent shall be entitled to parent-time in accordance with Utah Code 30-3-35 and 30-3-35.5 as applicable, with the following change: Petitioner will have minor children every Sunday, including Respondent's weekend, one hour before her assigned church schedule until one hour after her assigned church schedule.

PARENT-TIME AND VISITATION GUIDELINES FOR ALL CHILDREN:

- Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- The parent-time schedule shall be utilized to maximize the continuity and stability of the children's life.
- 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 parents 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.
- 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.

- The non-custodial parent shall give at least 48 hours notice of intent to exercise parent time. In addition, the non-custodial parent shall be ordered to abide by the fifteen (15) minute rule, wherein if the parent has not arrived to pick up the parties' minor children within fifteen (15) minutes of the starting time of the parent time, the non-custodial parent will forfeit that weekday, weekend or holiday visitation.
- If the non-custodial parent will be providing transportation the custodial parent shall have the children ready for parent-time at the time the children are to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the children at the time they are returned.
- If the custodial parent will be transporting the children, the non-custodial parent shall be at the appointed place at the time the non-custodial parent is to receive the children, and have the children ready to be picked up at the appointed time and place, or have made reasonable alternate arrangements for the custodial parent to pick up the children.
- Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.
- 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.
- 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 children are participating or being honored, and the non-custodial parent shall be entitled to attend and participate fully.
- 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.
- Each parent shall provide the other with his or her current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- 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 children, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

- Virtual parent-time means parent-time facilitated by tools such as 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 noncustodial parent. Virtual parent time is designed to supplement, not replace, in-person parent-time.
- 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.
- 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.
- Both parents shall be permanently restrained from saying or doing anything derogatory against the other in the presence of the parties' minor children and from allowing anyone else to do so.
- 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 child 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.
- A child under the age of five shall not travel unchaperoned.

FOR DAY CARE:

- • Parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the non-custodial parent, if willing and able to transport the children, to provide the child care.
- Child care arrangements existing during the marriage are preferred as are child care arrangements with nominal or no charge.

- 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.
6. Pick up and Delivery for Parent-time. Respondent shall be responsible for picking up, delivering and returning the children for all parent time, including associated costs, unless the parties make other arrangements. Pick up, delivery and return of the children for parent-time shall occur at the Petitioners house.
 7. Relocation. If either party moves more than 150 miles from the other parent, the moving parent shall provide sixty (60) days advance written notice of the intended relocation to the other parent. A moving parent who fails to comply with the notice of relocation shall be in contempt of the Court's order. The written notice of relocation shall contain statements affirming that:
 - a. The parent-time provisions in Utah Code 30-3-37(5) or a schedule approved by both parties will be followed; and
 - b. Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.
 8. Petitioner Income. Petitioner receives countable income for child support purposes from the following sources: Petitioner is employed, currently working for Lehi City, and grosses approximately \$1,083.33 a month from said employment.
 9. Respondent Income. Respondent receives countable income for child support purposes from the following sources: Respondent is employed, currently working for Ivory Homes, and grosses approximately \$7,125.00 a month from said employment.

10. Child Support. Pursuant to Utah Code 78B-12-202 et seq., Respondent shall be ordered to pay child support to Petitioner as follows:
- a. A sum of not less than \$1,759 per month base support in compliance with the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child shall terminate at the time (1) a child becomes 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 emancipated in accordance with Utah Code 78A-6-801.
 - b. The issue of child support arrearages may be determined by further judicial or administrative process.
 - c. At the time a child is no longer eligible to receive child support, the child support amount for the remaining children who are eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for that number of children. This shall be done by using the appropriate calculation and worksheet pursuant to Utah Code 78B-12-202 et seq. The child support for the remaining children may not be reduced by a per child amount, that is, the obligor parent may not divide the base child support award by the number of children and subtract that amount from the prior child support obligation.
 - d. 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 on or before the 5th day of each month, and the other half 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.

- e. The sole custody worksheet was used in calculating the child support in this matter. Petitioner's base child support amount is \$267 per month. Respondent's base child support amount is \$1,759 per month. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code 78B-12-108 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.
- f. The sole physical custody worksheet was used in calculating the base child support award. The base child support award shall be reduced by 50% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 25 of any 30 consecutive days. The base child support award shall be reduced by 25% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 12 of any 30 consecutive days. Normal parent-time and holiday parent-time with the custodial parent shall not be considered an interruption of the consecutive day requirement for

the non-custodial parent. If the dependent child is a recipient of cash assistance from the state of Utah through the T.A.N.F. or F.E.P. programs, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services.

- g. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, 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 payers. 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 shall 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 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.
- h. Each of the parties is under mutual obligation to notify the other within ten (10) days of any change in monthly income.
- i. Under Utah Code 78B-12-210(8), the parties have a right to adjust this child support order by motion after three 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, calculated 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 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

- j. Under Utah Code 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 in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% 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 must not be 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.

11. Tax Deduction for Children. Petitioner shall be entitled to claim the parties' children as dependents for tax purposes.

12. Child Health and Dental Insurance. Pursuant to Utah Code 78B-12-212:

- a. Both parties shall provide health care coverage for the medical expenses of their dependent children, as defined by U.C.A. 78B-12-102. Both parties shall provide hospital and dental care insurance for the dependent children.
- b. The health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Petitioner shall be secondary coverage for the dependent child. If a parent remarries and their dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
- c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.
- d. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.
- e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.
- f. The party to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket cost

within 30 days of receipt of the written verification.

- g. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.
 - h. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party within 30 days of any change of coverage.
13. Child Care Expenses. Pursuant to Utah Code 78B-12-214, both parties shall share equally all reasonable work, career, or occupational training-related child care expenses.
- a. The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party to whom written verification is provided shall reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification. The party incurring and/or paying for child care expenses shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change.
 - b. The party 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 party incurring and/or paying for child care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if

the party incurring and/or paying for the expenses fails to comply with this order.

14. Personal Property. The parties acquired personal property during the marriage. This property shall be divided as follows:
 - a. To Petitioner: 2015 Nissan Envy 350, All of the children's personal belongings in the household, TCL TV, All appliances in the kitchen as well as the master bedroom set, tan recliner, queen mattress, Sirius/xm Lifetime subscription, all personal property, 2 dyson vacuums, Both dogs (Lillian and Poppy), any duplicate tools, copy of all pictures, trampoline, elliptical, everything within storage unit and Large canvas prints of the kids.
 - b. Petitioner shall stay as beneficiary of Respondents life insurance to help pay for the minors if something were to happen to Respondent.
 - c. To Respondent: 2011 Honda Civic and 1998 Jeep Grand Cherokee.
 - d. All other personal property shall be divided as currently held by the parties.
15. Debts. The parties acquired debts during the marriage. Each party shall notify respective creditors or obliges regarding the division of debts, obligations and/or liabilities herein along with his or her current address. Each party shall be ordered to assume and pay debts and hold the other harmless from liability as follows:
 - a. Petitioner: One-half of the Citibank credit card, in the amount of \$4,500.00.
 - b. Respondent: One-half of the Citibank credit card, in the amount of \$4,500.00; Amazon credit card, in the amount of \$3,000; and Cabela's credit card, in the amount of \$4,500.
 - c. Petitioner is not aware of any other debts from the marriage. Should any debts exist,

each debt shall be the responsibility of the party incurring the debt.

16. Real Property. During the course of the marriage, the parties acquired real property, as follows:

a. House and Lot

i. Address: 470 W 2100 N, Lehi, Utah 84043

b. Petitioner shall be awarded this property as her sole and exclusive property.

Respondent shall sign a Quit-Claim deed to Petitioner at the time the divorce is entered.

c. House and Lot

i. Address: 2478 North Sunset Dr., Lehi, Utah 84043

d. Respondent shall be awarded this property as his sole and exclusive property.

Petitioner shall sign a Quit-Claim deed to Respondent at the time the divorce is entered.

17. Alimony. Petitioner shall be awarded a sum of not less than \$1,200.00 per month as alimony from Respondent. Respondent's alimony obligation shall terminate upon Petitioner's remarriage, cohabitation, or eighteen (18) years from the decree of divorce, whichever occurs first. Alimony payments shall begin the month immediately following the entry of the order for alimony. The monthly alimony support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless a custodial parent uses the Office of Recovery Services to collect support. Alimony due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Alimony due and not paid on or before the 20th day of the month is

delinquent on the 21st day of the month. Should a custodial parent use the Office of Recovery Services to collect support, alimony shall be due on the first day of each month and delinquent on the first day of the following month.

18. Retirement Money. The parties have no ownership interest in any retirement money which is marital property or that they need the court to make an order on.
19. Duty to Sign Documents which Implement Decree of Divorce. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person 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.
20. Mediation Required Prior to Modification. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.
21. Mutual Restraining Orders.
 - a. Both parties shall be mutually restrained from attempting, threatening, or committing domestic violence against the other party, this includes stalking, harassing, or physically harming the other party.
 - b. Neither party shall enter the other party's place of residence.
 - c. Any communication between the parties shall be civil in nature which includes but is

not limited to no cussing, no name calling, nor derogatory language.

- d. Neither party shall access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.
 - e. Neither party shall distribute the other party's image or personal information.
 - f. Neither party shall conduct any sort of transaction or make any type of agreement or contract in the other party's name.
22. Attorney Fees and Other Costs. The parties shall be responsible and liable for their own attorney's fees, service fees and court costs incurred as a result of this action.

*****Signature of the Court appears at the top of the first page*****