

The Order of the Court is stated below:

Dated: September 23, 2022
11:11:17 AM

/s/ DENISE M PORTER
District Court Judge



DANIEL W. McKAY (USB #8898)
DANIEL W. MCKAY & ASSOCIATES, PLLC
952 North 200 East
Spanish Fork, UT 84660
Telephone: (801) 798-8000
Fax: (801) 798-1670
Email: dmckay@dmckaylaw.com
Attorney for Petitioner *Kristin Laird*

**IN THE FOURTH DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE OF:

KRISTIN LAIRD,

Petitioner,

vs.

SAMUEL JOSEPH LAIRD,

Respondent.

DECREE OF DIVORCE

Case No. 214100103

Judge: Denise M. Porter

Commissioner: Marian Ito

This matter comes before the Court by way of Petitioner Kristin Laird (“Ms. Laird”) and Respondent Samuel Joseph Laird’s (“Mr. Laird”) Memorandum of Understanding Concerning Divorce Mediation (“Memorandum of Understanding”) seeking the Court’s entry of a Decree of Divorce. The Court, having reviewed the parties’ Memorandum of Understanding, herein acknowledges that grounds exist for issuance, that jurisdiction over this matter is proper, and that a Decree of Divorce may be entered. The Court, having heretofore entered its Findings of Fact and Conclusions of Law, and being convinced that no just cause for delay exists, hereby **ORDERS, ADJUDGES, AND DECREES**, as follows:

DECREE

1. Ms. Laird is a resident of Utah County, State of Utah, and has been a resident of Utah County, State of Utah for the three (3) months immediately prior to the commencement of this action.
2. Mr. Laird is a resident of Utah County, State of Utah, and has been a resident of Utah County, State of Utah for the three (3) months immediately prior to the commencement of this action.
3. The parties were married on January 12, 2007, in Orem, Utah County, State of Utah, and are now and have been since that time, husband and wife.

GROUND

4. The parties shall be granted a Decree of Divorce pursuant to Utah Code Ann. § 30-3-1(3)(h).

CHILDREN

5. There have been two (2) minor children born as issue of this marriage, to wit:

<u>NAME</u>	<u>DATE OF BIRTH</u>
K.M.L.	September 13, 2008
B.W.L.	January 21, 2013

6. No other children are expected as issue of this marriage.
7. The parties' minor children have resided in Utah County, State of Utah, for the past six (6) months and Utah is the home state for the minor children.
8. Neither party has knowledge of any current custody proceeding concerning the parties' minor children pending in a Court of Utah, or any other state. Upon information and belief, no proceedings involving the custody of the children have been filed in any Juvenile Court.

9. The parties have no knowledge of any person not a party to this proceeding who has physical custody of the parties' minor children or who claims to have custody or visitation rights with respect to the parties' minor children.

CHILD CUSTODY AND PARENT-TIME

10. The parties shall be awarded joint legal custody of their children and shall work together to make major decisions. If there is a disagreement regarding major decisions, neither party shall have final say. The parties agree to the following dispute resolution plan and shall take all steps listed prior to taking action with the court:

- a. Work together to find resolution; and
- b. Seek recommendation(s) from appropriate professionals (teacher, administrator, or counselor (for education decisions), a medical doctor or specialist (for medical decisions), etc.; and
- c. Seek assistance from a mutually agreed-upon individual.

11. The parties shall be awarded joint physical custody of the minor children, with Ms. Laird being deemed as the custodial parent and Mr. Laird being deemed the non-custodial parent for the purposes of determining holiday parent-time.

12. The parties agree they shall share joint custody of their children and shall work together to create a 50/50 parenting schedule that accommodates their work schedules and incorporates the best interests of the children. If the parties are unable to agree on a schedule they shall adhere to the following:

- a. Parent-time for Ms. Laird every Monday and Tuesday (including overnights).

- b. Parent-time for Mr. Laird every Wednesday and Thursday (including overnights).
- c. The parties shall alternate weekends.

13. The parties agree that holiday parent-time shall be as the parties can agree; otherwise, they shall adhere to the schedule outlined in § 30-3-35.2.

PARENTING PLAN

14. During their parent-time, each parent shall be responsible to ensure the children attend school and get to their regular extracurricular and/or other midweek activities.

15. Child exchanges shall be as the parties can agree; otherwise, the parent beginning their parent-time shall be responsible for the transportation of the children.

16. Either parent may request the other parent take a UA or hair follicle drug/alcohol test at any time, with the parent requesting the test being responsible for the initial cost. The party who is asked to take the test must do so within 24 hours of the request. Because Mr. Laird takes prescribed controlled substances, a “failed” test shall be any test in which results for these substances is higher than the prescribed amount. If a party should fail a test, they shall forego their immediate up-coming parent-time. If the same party should fail a second test, parent-time for that party shall be suspended until such time as the parties agree in writing it may resume, or until further order of the court. Additionally, if a party fails a test, they shall reimburse the requesting party for the test within 30 days of the failed test results. If the party asked to take the test has a clean test, they shall not be required to reimburse the requesting party.

17. The parties agree to adopt the advisory guidelines found in § 30-3-33.

18. While at least one parent resides within the boundaries for the West Side Elementary, Springville Middle School, Springville Junior High, and Springville High School, the party's residence shall be used for school registration purposes. In the event neither party resides within the boundaries of the schools listed, they shall jointly decide which school the children shall attend.

19. The parties shall each satisfy one-half (1/2) of any out-of-pocket educational expenses for the parties' minor children (i.e., registration, books, required supplies, lunch fees, etc.), as well as all other expenses for the children including but not limited to automobile insurance when relevant, cell phones, and cell phone charges.

20. The parties shall share equally the costs of all extracurricular activities agreed upon in writing. The parties have agreed that minor child K.M.L. may continue with soccer.

CHILD SUPPORT

21. In accordance with the Utah Child Support Act, and consistent with the parties' income/imputed income, Mr. Laird's base monthly child support is \$37.00. The child support payments shall begin June 1, 2022.

HEALTHCARE COVERAGE

22. Whichever party can obtain health insurance at the most affordable cost shall do so, however, the parties shall share equally all out-of-pocket medical and dental costs for the minor children including but not limited to monthly premiums, copays, coinsurance, and deductibles.

CHILDCARE

23. The parties shall share equally all childcare expenses incurred for work and career-related reasons.

CHILD TAX CREDIT

24. While there are two children to be claimed as dependents for tax purposes, Ms. Laird shall always claim K.M.L. and Mr. Laird shall always claim B.W.L. When only one child remains eligible to be claimed, the parties shall alternate years claiming the child, beginning with Ms. Laird.

25. If there should be future stimulus money issued for the children, the parties shall divide the stimulus equally.

BANK ACCOUNTS AND CASH

26. Ms. Laird is awarded her accounts with Mountain America credit Union --- Accounts 50050, 50001, and 50020.

INVESTMENT ACCOUNTS

27. Neither party has an investment account.

PERSONAL PROPERTY

28. The parties shall work together to divide their personal property as they deem appropriate and fair. All property shall be divided at the time of the closing of the sale of the home.

VEHICLES

29. Mr. Laird is awarded the Chevy Blazer and will be responsible for the associated debt of approximately \$3,000.

REAL PROPERTY

30. The parties own a home in Springville and have agreed to work together to sell their home as soon as possible at fair market value. Until such time as the home sells, the parties shall be required to maintain and upkeep the home and surrounding property to keep it show-ready. The parties have agreed to work with Erin Gremm or another mutually agreed upon agent to list the home. Additionally, the parties shall act in good faith in signing all necessary agreement and/or documents required to list, market and sell the property. Any repairs or improvements made to the home prior to the sale must be agreed upon by the parties in advance.

31. With the exception of the following adjustment/offset, equity from the sale of the home shall be divided equally between the parties:

- a. Mr. Laird shall receive one-half the value of Ms. Laird's account in equity less \$495. (his one-half share of the mediation fee). For example, if each party receives \$100,000 in equity, and the value of Ms. Laird's 401K is \$12,000, Mr. Laird is awarded \$105,505 and Ms. Laird is awarded \$94,495.

32. Until the time the home is sold, the parties shall share equally all costs associated with the home, including but not limited to mortgage payments, utilities, home repairs, etc.

BUSINESS INTERESTS

33. Neither party has ownership interests in a business.

RETIREMENT ACCOUNTS

34. As part of the parties' overall settlement, Ms. Laird is awarded her Premier Family medical 401 K account with an approximate value of \$12,000 (one-half of the value of this account to be awarded in way of additional equity awarded in the home).

DEBTS AND OBLIGATIONS

35. The parties shall share equally the approximate \$1,200 debt for an infusion for minor child K.M.L. as well as approximately \$2,300 owed for minor child K.M.L.'s braces.

36. As part of the parties' overall settlement, Mr. Laird shall be responsible for his own medical bills which are outstanding. The parties agree that Ms. Laird shall be held harmless for any and all claims, damages, and liabilities that may arise from these medical bills.

ALIMONY

37. Neither party shall pay alimony to the other.

COSTS AND ATTORNEY FEES

38. Each party shall be responsible for their own attorney fees and costs, and shall hold the other party harmless for any and all claims, damages, and liabilities that may arise from these fees.

MUTUAL RESTRAINING ORDER

39. Both parties are hereby restrained from discussing any aspect of this proceeding directly to, in front of, or in the presence of the minor child, or allowing any third party to do so.

40. The parties are restrained from making or allowing anyone else to make any disparaging remarks about the other party to, in front of, or in the presence of the minor children.

41. Both parties shall be restrained from harassing, annoying, or otherwise bothering the other party.

42. Neither party will post on any social media platform about the other party or engage in any conversations with third parties about the other on social media.

43. Both parties agree to be restrained from using the children as a messenger, or from inquiring about the other party's personal life to the child.

44. Neither party shall use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

45. The parties shall not permit third persons to do what they are hereby prohibited from doing.

MISCELLANEOUS

46. Ms. Laird should have her maiden name restored to Kristin Thacker upon entry of the Decree of Divorce, if she so desires.

47. Both parties shall execute and deliver to the other such documents as are required to implement the provision of the Decree of Divorce entered in this case by the Court.

48. Both parties shall provide a certified copy of the final Decree of Divorce and any subsequent modifications to all creditors pursuant to Utah Code Ann. § 30-3-5(1)(c) and Utah Code Ann. § 15-4.6.5 and to effectuate compliance with these statutes.

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

***** ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE *****

APPROVED AS TO FORM:

/s/

SAMUEL JOSEPH LAIRD
Attorney Pro Se
Electronically signed with permission via email.

NOTICE TO PARTIES

PLEASE TAKE NOTICE that the undersigned will submit the foregoing **DECREE OF DIVORCE** for signature upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rules of Civil Procedure Rule 7(j).

SIGNED AND DATED this 15th day of August 2022.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ Daniel W. McKay

DANIEL W. MCKAY
Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on August 15, 2022, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served upon the following and electronically filed on August 15, 2022:

<u>PERSON</u>	<u>METHOD OF SERVICE</u>
Samuel Joseph Laird 497 West 300 North Springville, UT 84663 Email: laird_20@yahoo.com	<input type="checkbox"/> e-Filing (UCJA Rule 4-503) <input type="checkbox"/> U.S. Regular Mail <input type="checkbox"/> Facsimile Transmission <input checked="" type="checkbox"/> E-Mail

DATED AND SIGNED this 15th day of August 2022.

DANIEL W. MCKAY & ASSOCIATES, PLLC

/s/ McKay Nielsen _____

Legal Assistant to:

DANIEL W. MCKAY

Attorney for Petitioner