

The Order of the Court is stated below:

Dated: October 15, 2021  
01:44:08 PM

/s/ ROBERT C LUNNEN  
District Court Judge



**ANGELA H. ELMORE - USB #13693**  
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*Attorney for Petitioner*

**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR  
UTAH COUNTY STATE OF UTAH  
PROVO DEPARTMENT**

<p><b>RYAN CHRISTOPHER LEE,</b> Petitioner,</p> <p>vs.</p> <p><b>BRITTANY ALYSE LEE,</b> Respondent.</p>	<p><b>DECREE OF DIVORCE</b></p> <p>Case Number 214402306 Judge Robert C Lunnen Comm. Marian Ito</p>
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THE ABOVE CAPTIONED MATTER having come before the Court for hearing or consideration on the date set forth below, the undersigned, one of the Judges of the above entitled Court presiding, RYAN CHRISTOPHER LEE, the petitioner being present in person or petitioner's presence being unnecessary in light of the affidavit filed herein in support of the divorce decree, BRITTANY ALYSE LEE, the respondent not being present nor being represented by counsel, the respondent having signed and filed with the Court an Acceptance of Service and Waiver and not having filed any responsive pleading and the time for such a responsive pleading having expired, based thereon upon the motion of the petitioner the default of the respondent was entered, more than thirty days have elapsed since the filing of this action, or for good cause the Court having waived the initial thirty day waiting period, the parties having completed

the mandatory educational course for divorcing parents, Ut. Code Ann. § 30-3-18(2) (1953 as amended), the petitioner was sworn and testified or pursuant to Utah Code Ann. § 30-3-4(1)(b) (1953 as amended) and Rule 104, Utah Rules of Civil Procedure, the evidence necessary to establish jurisdiction and grounds for the divorce having been presented through the affidavit filed herein in support of the divorce decree, the Court having reviewed the file and the pleadings therein, including the Child Support Worksheet based upon the 2008 Legislative Child Support Guidelines, the Court having previously made and entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing:

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

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

**2. CUSTODY.** The parties are awarded joint legal and physical custody of the four (4) minor children born or adopted of this marriage. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birth dates of the children have been submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of each child are listed below:

E.R.L. born June 2013;

A.A.L. born May 2015;

E.L.L. born September 2017;

B.R.L. born February 2021.

**3. PARENTING PLAN.** Pursuant to Utah Code Ann. §30-3-10.1 *et seq.*, the following parenting plan shall be implemented by the parties.

#### **PARENTING PLAN**

a. The parties shall comply with and be governed by the statutory guidelines of Utah Code Ann. §30-3-33.

b. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's

education, health care, and religious upbringing. Either parent may make emergency decisions regarding the health or safety of the children.

c. Day to day decisions regarding the care, control and discipline of the parties' children will be made by the parent with whom the children are residing at the time.

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

e. Should the parties have a dispute regarding parenting of the minor children, BRITTANY ALYSE LEE will make the final decision.

f. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service. A written record shall be prepared of any agreement reached in mediation and a copy provided to each parent. The parents shall share the costs of mediation equally.

g. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the court in this matter without a good faith attempt

by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

h. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing party. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order those costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from the mediation or counseling.

i. The children shall reside in Petitioner's home 182 overnights each year.

j. The children shall reside in Respondent's home 183 overnights each year.

k. The schedule will be as follows:

<b><u>MONDAY</u></b>	<b><u>TUESDAY</u></b>	<b><u>WEDNESDAY</u></b>	<b><u>THURSDAY</u></b>	<b><u>FRIDAY</u></b>	<b><u>SATURDAY</u></b>	<b><u>SUNDAY</u></b>
MOM	DAD	MOM	DAD	MOM	MOM	MOM
DAD	MOM	DAD	MOM	DAD	DAD	DAD
MOM	DAD	MOM	DAD	MOM	MOM	MOM
DAD	MOM	DAD	MOM	DAD	DAD	DAD

l. The children shall spend extended summer parent-time, holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall

follow the guidelines as per Utah Code Ann. §30-3-35.2, with Petitioner acting as the custodial parent and respondent acting as the non-custodial parent.

m. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

n. This parenting plan is filed by Petitioner in good faith and Petitioner believes the plan is in the best interest of the parties' children.

o. Petitioner understands that pursuant to Utah Code Ann. §30-3-10.2(4) and §35A-3-1 *et seq.* selecting a joint physical custody arrangement may result in denial of state cash assistance for petitioner and the parties' children through the TANF/FEP program.

**4. RELOCATION.** For purposes of this section, "relocation" means moving 150 miles or more from the residence of the other parent.

a. Pursuant to Utah Code Ann. §30-3-37, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:

i. the parent-time provisions in Subsection (5) or a schedule approved by both parties will be followed; and

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

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

and make appropriate orders regarding the parent-time and costs for parent-time transportation.

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

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

- i. the reason for the parent's relocation;
- ii. the additional costs or difficulty to both parents in exercising parent-time;
- iii. the economic resources of both parents;
- iv. factors articulated in all of § 30-3-37 of the Utah Code; and
- v. other factors the court considers necessary and relevant.

e. Unless otherwise ordered by the court, the relocating party shall be responsible for the child's travel expenses as follows:

- i. All travel expenses relating to visitation pursuant to Utah Code Ann. § 30-3-37 (6)(a) and (b) (holiday visitation).

- ii. One-half (50/50) of the child's travel expenses relating to visitation pursuant to Utah Code Ann. § 30-3-37 (6)(c) (summer extended visitation), provided the noncustodial parent is current on all support obligations.
- iii. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent shall be responsible for all of the child's travel expenses under Subsection (6), unless the court rules otherwise.
- iv. The noncustodial parent will be responsible for all expenses relating to the optional one weekend per month visitation.
- v. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.
- f. Any action under this section may be set for an expedited hearing.
- g. A parent who fails to comply with the notice of relocation in subparagraph (A) may be found in contempt of the court's order.

5. **NON-DISPARAGEMENT.** Both of the parties shall be permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children will become aware of the party's comments or actions) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would in any way harm the relationship between the child and the other parent; both parents shall



be ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.

**6. PETITIONER'S INCOME.** Pursuant to Utah Code Ann. §78B-12-203, Petitioner's total countable gross income for child support purposes is approximately \$7,500.00 per month.

The Petitioner receives the following gross monthly income from all sources:

a. The Petitioner is employed and grosses \$7,500.00 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Petitioner's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

**7. RESPONDENT'S INCOME.** Pursuant to Utah Code Ann. §78B-12-203, Respondent's total countable gross income for child support purposes is approximately \$1,260.00 per month.

The Respondent receives the following gross monthly income from all sources:

a. The Respondent is unemployed, but is capable of working a full-time job and is able to make at least \$1,260.00 per month working the equivalent of one full-time 40-hour a week job or less.

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

a. A sum of not less than \$663.00 per month as base support for the children of the parties, pursuant to the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 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 Ann. §78A-6-801 *et seq.*

b. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one-half 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.

c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income

withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Respondent.

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

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

f. Under Utah Code Ann. §78B-12-210(8), the parties have a right to adjust the child support order herein by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, 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 Ann. §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.

g. Under Utah Code Ann. §§ 78B-12-210 (7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in relative wealth or assets of the parties; (iii) material changes of 30% or more

in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 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 is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

**9. TAXES.** The parties shall each be entitled to claim two (2) minor children of the parties four (4) children as dependents/exemptions for federal and state income tax purposes and shall receive any tax credits which may be claimed for the children, unless otherwise agreed in writing by the parties.

a. When there are three (3) minor children, the Petitioner shall claim two in odd years, with Respondent claiming one and the Petitioner should claim one in even years, with Respondent claiming two.

b. When there are two (2) minor children, the parties shall each claim one child.

c. When there is only one minor child, the parties should alternate claiming the minor, with the Petitioner claiming in odd years and the Respondent in even years.

**10. MEDICAL / DENTAL INSURANCE.** Pursuant to Utah Code Ann. § 78B-12-212(1953 as amended), it is reasonable and proper that:

- a. The Petitioner shall be ordered to maintain medical, dental, optical, hospital and accident insurance coverage for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children. The parties may agree in writing that only one of the parties need maintain such insurance.
- b. Both parties shall pay one-half (1/2) of the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the health, etc. insurance. The premium amount for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of the parties' children covered.
- c. Both parties shall pay one-half (1/2) of all reasonable and necessary uninsured and unreimbursed medical, dental, etc. expenses, including deductibles, co-payments, etc. incurred for the dependent children and actually paid by a party.
- d. The parent who incurs medical etc. expenses shall provide written verification of the cost and payment of medical expenses, etc. to the other parent within thirty (30) days of payment.
- e. A parent incurring medical etc. expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the Subparagraph above.
- f. Pursuant to Utah Code Ann. § 78B-12-212(6) (1953 as amended), a parent ordered to maintain insurance shall provide verification of coverage to the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C.

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

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

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

a. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the reasonable request of the other parent. The parent shall notify the other parent of any change of a child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

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

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

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

**12. NO PUBLIC ASSISTANCE.** Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

**13. PERSONAL / MARITAL PROPERTY.** The parties have previously made a fair and equitable division of their personal and marital property, belongings and effects. Both parties are satisfied with that division and the Court confirms their division. Each party shall be awarded those items of personal property, including but not limited to motor vehicles, currently in their respective possessions free and clear of any claim by the other party.

**14. PERSONAL / MARITAL DEBTS.** The parties have previously paid all of their marital debts or have made a fair and equitable division of their marital and personal debts and obligations.

a. The Petitioner shall be ordered to pay the following debts holding the Respondent harmless therefrom:

- i. Cyprus Credit Union car loan for the 2016 Toyota Highlander, in the amount of approximately \$27,000.00;
- ii. USAA credit card, in the amount of approximately \$900.00;
- iii. Citi credit card, in the amount of approximately \$733.00;

- iv. Chase credit card, in the amount of approximately \$3,487.00;
- v. Capital One credit card, in the amount of approximately \$2,546.00;
- b. The Respondent shall be ordered to pay the following debts holding the Petitioner harmless therefrom:

- i. USAA credit card, in the amount of approximately \$2,800.00;

- c. Each party shall be ordered to pay the debts he or she has incurred in his or her own name and/or for his or her own benefit during the marriage and since the date of the parties' separation, since March 01, 2021, holding the other party harmless therefrom.

Both parties are satisfied with that division and ask the Court to confirm their division.

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

**16. MARITAL HOME.** During the course of the marriage, the parties acquired a marital home located at: 628 S. Church Dr., Saratoga Springs, UT 84045. The Respondent shall be awarded the exclusive use and possession of the upstairs of this property as the basement is an apartment rental property the parties renovated. The parties shall split costs for the property and



share the rental income from the property's basement apartment evenly. In the event Respondent should get married and move out, the parties should use the upstairs as an apartment as well and split the income evenly. If either party wants to place the home for sale, each of them should have right of first purchase, at fair market value, before the property is listed. If this option is chosen, the party buying out the other party must refinance the home into their own name within 90 days of the decision, evenly splitting the costs. In the event the parties would like to sell the property, they shall split the equity of the home evenly after all closing costs, taxes, and fees associated.

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

**18. ALIMONY.** Petitioner shall be ordered to pay alimony to the Respondent in the amount of \$1,000.00 per month, beginning in the month in which this action is filed and continuing thereafter for a period of seven (7) years. Alimony shall terminate earlier if Respondent remarries, cohabits, or dies. Petitioner shall make said payments to the Respondent one half (1/2) on the 5th and one-half (1/2) on the 20th day of each month or pursuant to Universal Withholding.

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

**20. RULE 70.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the

divorce decree, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and court costs may be awarded against the non-compliant party.

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

**\*\*\*\*\* SIGNATURE OF JUDGE LOCATED ON TOP OF FIRST PAGE \*\*\*\*\***

Approved as to form and content:

By /s/ Angela H. Elmore with permission of Brittany Alyse Lee 10/10/2021  
BRITTANY ALYSE LEE Date  
Respondent

FINAL PAGE.  
DECREE OF DIVORCE.  
RYAN CHRISTOPHER LEE vs. BRITTANY ALYSE LEE.

CERTIFICATE OF MAILING

I hereby certify that I caused to be delivered a true and correct copy of the foregoing  
DIVORCE DECREE to:

BRITTANY ALYSE LEE  
628 S. Church Dr.  
Saratoga Springs, UT 84045

on the 6th day of OCTOBER, 2021.

/s/ Rylee A. Deeben  
RYLEE A. DEEBEN  
Legal Assistant for Utah Legal Clinic