



1AARON D. RANDALL (Bar No. 9043)  
THOMPSON, RANDALL & MELLEEN, P.C.  
Attorney for Petitioner  
187 North 100 West  
St. George, Utah 84770  
Telephone: (435) 673-4892  
Facsimile: (435) 673-2774  
aaron@stgeorgeutahlaw.com

**IN THE FIFTH JUDICIAL DISTRICT COURT OF WASHINGTON COUNTY  
STATE OF UTAH**

|                                                                                                   |                                                                                                   |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| <p>OLGA PUTICA,<br/><br/>Petitioner,<br/><br/>v.<br/><br/>ROBERT PUTICA,<br/><br/>Respondent.</p> | <p><b>DECREE OF DIVORCE</b><br/><br/><br/><br/>Case No. 214500283<br/>Judge Jeffrey C. Wilcox</p> |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|

The Court, having entered its Findings of Fact and Conclusions of Law, and other good cause appearing, **ORDERS, DECREES and ADJUDICATES** as follows:

1. Termination of Marriage. The parties are granted a divorce, one from the other, on the grounds of irreconcilable differences.
2. Children. The minor children’s initials and general birth information are as follows: AP, born November 2011; and PP, born November 2019.
3. Child Custody Jurisdiction.
  - a. Utah was the home state of the minor children at the time of the commencement of the proceeding, satisfying Utah Code §§ 78B-13-201(1) and 78B-13-102(7),

and Utah has jurisdiction over custody and parent-time under the Utah Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code §78B-13-101, *et seq.*

b. There is no proceeding involving the custody of the minor children filed or pending in the juvenile court or in any other jurisdiction or state, the children are not on probation or parole and are not under the jurisdiction of any juvenile court, and no person who is not a party to these proceedings has physical custody of the subject minor children or claims to have custody or parent-time rights with respect to the minor children.

c. Neither party is receiving any public assistance for the benefit of the dependent children herein at issue.

#### PARENTING PLAN

4. Parenting Plan.

a. Custody. Petitioner and Respondent shall share joint legal custody with Petitioner having sole physical custody of the minor children with Petitioner's home being designated the children's primary residence. The minor children shall attend school based on Petitioner's residence.

b. Parent-Time. Respondent shall have parent-time with the minor children as the parties may agree. If the parties cannot agree, parent-time for Respondent shall be in accordance with the terms of UCA§30-3-35 and UCA §30-2-35.5 based on the ages of the minor children; provided the parties reside within twenty (20) miles of one another.

c. Holiday Parent-Time. The parties shall follow Utah Code §30-3-35.1 for the holiday schedule, with the addition of the Easter Break if separate from Spring Break. The holiday schedule preempts and takes precedence over the standard rotation. At the election of

the party exercising the holiday, if school is in session the party shall be entitled to pick up the children from school when regularly dismissed on the day commencing the period.

| Even Years | Odd Years  | Holiday and Time                                                                                                                                                                                       |
|------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Respondent | Petitioner | Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday until school on the day following the holiday.                                                                                      |
| Petitioner | Respondent | President's Day 6 p.m. on the Friday before holiday until school on the day following the holiday.                                                                                                     |
| Respondent | Petitioner | Spring Break from 6 p.m. on the day school lets out until school on the day following the holiday.                                                                                                     |
| Petitioner | Respondent | Easter Break from 6 p.m. the day school lets out until school on the day following the holiday.                                                                                                        |
| Petitioner | Respondent | Memorial Day on Friday at 6 p.m. until school on the day following the holiday.                                                                                                                        |
| Respondent | Petitioner | July 4 <sup>th</sup> 6 p.m. day before holiday to the day after at 6 p.m.                                                                                                                              |
| Petitioner | Respondent | July 24 <sup>th</sup> 6 p.m. the day before holiday to the day after at 6 p.m.                                                                                                                         |
| Respondent | Petitioner | Labor Day 6 p.m. on Friday until school on the day following the holiday.                                                                                                                              |
| Petitioner | Respondent | Columbus Day 6 p.m. on day before holiday until school on the day following the holiday.                                                                                                               |
| Respondent | Petitioner | Fall Break p.m.. on the day school lets out until school on the day following the holiday.                                                                                                             |
| Petitioner | Respondent | Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.                                                                                                                       |
| Respondent | Petitioner | Veteran's Day 6 p.m. on day before holiday until school on the day following the holiday.                                                                                                              |
| Petitioner | Respondent | Thanksgiving 7 p.m. on Wednesday until school on the day following the holiday.                                                                                                                        |
| Respondent | Petitioner | First Portion of Christmas Vacation, including Christmas Eve and Christmas Day until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break) |
| Petitioner | Respondent | Second Portion of Christmas Vacation, beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break)                                   |
| Respondent | Petitioner | The day before or after child's birthday 3 p.m. to 9 p.m.                                                                                                                                              |
| Petitioner | Respondent | The actual birthday 3 p.m. to 9 p.m.                                                                                                                                                                   |
| Petitioner | Petitioner | Father's Day 9:00 a.m. to 7:00 p.m.                                                                                                                                                                    |
| Respondent | Respondent | Mother's Day 9:00 a.m. to 7:00 p.m.                                                                                                                                                                    |

d. Summer Parent-Time. Each party is entitled to a two-week period of

uninterrupted parent time with the parties' minor children following the conclusion of the school year. Each party shall notify each other by April 15th of each year of the time period he/she will be exercising his/her extended parent-time. If the designated extended time of the parties overlaps, Respondent will have first option for her extended parent time in even-numbered years and Petitioner will have first option for his extended parent time in odd-numbered years. The parties shall avoid scheduling during a time that would interfere with the other's 4th or 24th of July holiday period. Summer parent-time preempts and takes precedence over the standard rotation.

e. Virtual Communication. During reasonable hours, each party shall permit and encourage reasonable and uncensored communications with the children in the form of virtual parent-time if the equipment is reasonably available. 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 party and a child or between a child and the party when the child is staying with the other party. Virtual parent time is designed to supplement, not replace, in-person parent-time.

f. Transportation. Each party is responsible to arrange for the transportation of the children to and from school and their activities during his or her respective parent-time periods. Unless otherwise agreed, if there is an exchange of the children not involving school, the party receiving the children shall be responsible for arranging transportation from the other party's residence.

g. Relocation. In the event either party relocates to a distance of 150 miles

or more from the residence of the other party, the notice provisions of Utah Code Ann. Section 30-3-37 shall apply. The parent-time provisions of the statute shall only apply based on written agreement of the parties or order of the Court. The relocating party shall be responsible for the cost of travel for parent-time exchanges.

h. Alcohol Abuse. Respondent shall refrain from consuming alcohol during any parent-time with the minor children and for a period of twelve hours before any parent-time with the minor children. If Petitioner has a reasonable suspicion that Respondent is under the influence of alcohol, Petitioner may withhold all parent-time until Respondent is no longer under the influence of alcohol.

i. Additional Provisions. The following provisions shall apply to the parties' custody and parent-time arrangement in the furtherance of the best interests of the children:

1. The parties shall give special consideration to make the minor 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 party which may inadvertently conflict with the parent-time schedule.

2. The parties shall endeavor to jointly make decisions concerning the minor children on significant issues such as education, health care, and religious upbringing and shall apply particular emphasis on the children's needs and interests in making such decisions.

3. The parties shall confer with each other if either of the children is experiencing school problems, emotional concerns, or other problems and shall share options and ideas for meeting the child's needs.

4. The parties shall have direct access to obtain any information or records pertaining to the minor children from any care provider, any medical, dental, or mental health provider, any insurer, and any governmental or law enforcement agency. Each party shall be entitled to obtain any documentation from any health care provided related to the minor children that would be protected under HIPPA without separate Court order.

5. If the parties cannot agree on a significant decision pertaining to the minor children, the parties shall attempt mediation prior to bringing any action before the Court except to address an emergency or compliance with any orders herein.

6. Each party shall be entitled to make decisions regarding the day-to-day care and control of the minor children when the children are in the care of that party.

7. Emergency decisions regarding the medical care or other emergency that precludes consultation may be made by the party with the minor children at the time the decision is made.

8. Each party shall contact the other party as soon as possible in the event there is an emergency related to any of the minor children's health or welfare.

9. Each party shall be restrained from speaking in a disparaging manner about the other party in the presence of the minor children and each party shall make all reasonable efforts to prevent third persons from speaking in a disparaging manner about the other party in the presence of the minor children.

10. No alcohol shall be allowed around the minor children.

11. Neither party shall have any overnights guests (from 10:00 p.m. until 7:00 a.m.) unless the person is related by blood or marriage.

12. Each party shall provide the other with the party's current address, telephone number, and email address and notify the other party of any changes within 48 hours of the change

13. Whenever the children travel outside Utah, Arizona, or Nevada with either party, the traveling party shall notify the other party in advance of the following:

- i. itinerary of travel dates;
- ii. destinations; and
- iii. places where the children or the party can be reached.

#### CHILD SUPPORT

8. Base Child Support. Each party is gainfully employed full time and each party is capable of providing any financial support necessary for the proper care and maintenance of the minor children. Petitioner is employed full time whose gross monthly income is \$12,000.00 per month. Respondent is employed full-time whose gross monthly income is \$13,366.00 per month. Based on the parties' incomes and based on the sole custody relationship, Respondent's child support obligation to Petitioner under the tables of the Utah Child Support Act would be in the amount of \$1,715.00 each month. Child support shall be paid one-half by the fifth of the month and one-half by the twentieth of the month. Child support shall continue for each child until he or she turns the age of eighteen or graduates from high school with his or her normal class, whichever is later, or until the child marries, becomes a member of the armed forces of the United States, or is emancipated. When child support terminates for a minor child, the base child support shall be automatically adjusted to the base child support obligation for the remaining child or children, shown in the table that was used to establish the most recent order, using the

incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order. Notice is hereby provided that child support may be modified in accordance with Utah Code Ann. § 78B-12-210. Petitioner shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 62A-11-401, *et seq.*, and universal income withholding, pursuant to Utah Code Ann. § 62A-11-501, *et seq.*

9. Extracurricular Activities. The parties shall split the cost of any extracurricular activities of either of the minor children on a 50/50 basis. The party seeking reimbursement shall provide the other written verification of the expense and reimbursement shall be made within 30 days.

10. School Fees. Any reasonable and necessary out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, school lunch, etc.) incurred during the time leading up to and including high school shall be divided on a 50/50 basis. The party seeking reimbursement shall provide the other written verification of the expense and reimbursement shall be made within 30 days.

11. Child Health Care Coverage.

a. Health, hospital, and dental insurance shall be provided for the minor children in accordance with the provisions of Utah Code Ann. § 78B-12-212, so long as it is available at a reasonable cost. If both parties have health, hospital, or dental insurance, Petitioner's plan shall be primary and Respondent's plan shall be secondary.

b. Each party shall pay half of the expenses for all reasonable out-of-pocket medical, dental, vision, orthodontic, and counseling expenses, including but not limited to copayments, incurred on behalf of any of the minor children. A party who incurs an out-of-



pocket expense on behalf of a minor child that is subject to division and reimbursement shall provide written verification of the cost and verification of the payment of the expense to the other party within thirty days of payment, or the party may lose the right to obtain reimbursement for the expense.

c. A party providing insurance coverage shall provide verification of coverage to the other party upon initial enrollment of the minor children and thereafter on or before January 2 of each calendar year. The providing party shall notify the other party of any change of insurance carrier, premium, or benefits within thirty calendar days of the date the party first knew or shall have known of the change.

12. Child Care Expenses. The parties have a nanny to care for their children. Until the youngest child attains the age of three years old, Petitioner and Respondent shall equally share any costs associated with the parties' nanny. Following the parties' youngest child obtaining the age of three, all day care and preschool expenses shall be divided equally according to Utah Code Ann. §78B-12-214.

#### TAX CONSIDERATIONS

13. 2020 Tax Return. The parties shall file joint state and federal tax returns for the 2020 tax year in a timely manner and shall divide any refund or liability equally.

14. Minor Child Tax Benefits. Beginning with the tax year 2021, the parties shall share the qualifying minor children tax deductions on their individual federal and state income tax returns each year. For even numbered tax years, Petitioner shall be entitled to claim the oldest child and Respondent shall be entitled to claim the youngest. For odd tax years, Respondent shall be entitled to claim the oldest child and Petitioner shall be entitled to claim the

youngest child. When there is only one qualifying minor child to be claimed, the parties shall rotate the right to claim this child, with Petitioner being entitled to claim the child the first year. Respondent's right to claim any minor child during his assigned year shall depend on his being current on all support obligations by December 31 of the tax year in which he would claim the minor child.

#### REAL PROPERTY

15. Marital Home. During the marriage, the parties acquired a home and real property with the street address of 2096 Anasazi Trail, St. George Utah 84770 ("Marital Home"). The Marital Home and all equity associated herein shall be awarded to Petitioner free and clear of any claim by Respondent. Petitioner shall be responsible for the current mortgages encumbering the marital home. Within thirty (30) days following entry of the Decree of Divorce in this matter, Respondent shall execute a Quit Claim Deed conveying all his interest in the Marital Home to Petitioner. Petitioner shall use her best efforts to refinance the Marital Home and remove Respondent's name from the mortgage obligations within twelve (12) months following entry of the Decree of Divorce in this matter. Respondent shall have until April 15, 2021 to vacate the Marital Home.

16. Cabin. The parties have also acquired an interest in a cabin located at 230 Finch Dr., Big Bear Lake, CA 92315 (hereinafter "Cabin"). This property shall be awarded to Respondent including any equity therein free and clear of any claim by Petitioner subject to Respondent paying the mortgage on the property. Within thirty (30) days following entry of the Decree of Divorce in this matter, Respondent shall execute a Quit Claim Deed conveying all her interest in the Cabin to Respondent. Respondent shall use his best efforts to refinance the Cabin

and remove Petitioner's name from the mortgage obligations within twelve (12) months following entry of the Decree of Divorce in this matter. All taxes associated with the Cabin shall be the sole responsibility of Respondent.

**PERSONAL PROPERTY**

17. Tangible Personal Property. The tangible personal property of the parties shall be divided as follows:

a. The specific items listed below shall be allocated and awarded to the respective party as part of the division of tangible personal property:

| <b>To Petitioner</b>                                                                                                                                                                | <b>To Respondent</b>                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All of the household furnishings and goods located in the Marital Home with the exception of the Guest bedroom furniture, TVs in the garage and three bicycles.<br>Mercedes GLS 450 | All of the household furnishings and goods located in the Cabin<br>Guest bedroom furniture in the Marital Home<br>TVs in the garage of the Marital Home<br>Three bicycles from Marital Home<br>Porsche 911<br>Ram Truck |

b. All other items of tangible personal property shall be awarded to the party who currently has the personal property.

c. Each party shall be solely and fully responsible for any debt associated with any item of tangible personal property awarded to him or her and indemnify and hold the other party harmless therefrom.

d. Each party shall cooperate in transferring possession, ownership, or title related to any item of tangible personal property to the party awarded the item.

18. Bank and Credit Union Accounts. Each party is awarded any bank or credit union account for which he or she is the primary account owner and the other party's name shall be removed.

19. Retirement Accounts. Each party is awarded any retirement or investment account held in their name.

20. Education Accounts. The parties 529 education accounts for the benefit of their children shall remain in full force and effect and each party shall be ordered to contribute \$100.00 per month into those accounts for the benefit of their children.

21. Personal Property Equalization Payment. Within thirty (30) days following entry of the Decree of Divorce in this matter, Petitioner shall pay Respondent the sum of eighty thousand dollars (\$80,000.00) for the purpose of equalizing the division of the personal property of the parties.

22. Business Interests. During the parties' marriage, the parties acquired an interest in Putica, LLC. Respondent is awarded any and all interest in Putica, LLC and shall indemnify Petitioner from any and all responsibility or liabilities associated with Putica, LLC.

#### ALIMONY

23. Alimony. No party shall be awarded alimony from the other now or in the future.

#### DEBTS

24. Allocation of Debts. In addition to the division of debts already provided for herein, the parties' debts and obligations shall be divided and allocated between them as follows:

a. To Petitioner:

1. Any credit card in her own name; and

2. Any other debts or obligations in her name alone.
- b. To Respondent:
  1. Any credit card in his own name; and
  2. Any other debts or obligations in his name alone.
- c. Each party shall indemnify and hold the other harmless against any debt he or she is obligated to pay.

#### MISCELLANEOUS

25. Cooperation and Notification to Creditors. Each party shall notify his or her respective creditors or obligees regarding the Court's division of joint marital debts, obligations, or liabilities consistent with Utah Code Ann. § 15-4-6.5.

26. Conveyances. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce to be entered by the Court, including titles, deeds, bills of sale, or otherwise. If party fails to perform any specific act required herein within the time specified, the Court shall direct the act to be done at the cost of the disobedient party by some other person appointed by the Court and the act when so done has like effect as if done by the party. The Court in lieu of directing a conveyance thereof may enter a judgment divesting the title of either party and vesting it in others and such judgment has the effect of a conveyance executed in due form of law.

27. Costs and Attorney's Fees. Each party shall be responsible for his or her own costs and attorney's fees incurred in relation to this matter.

28. Finality. This Decree of Divorce is final upon entry and any order, judgments, and decrees shall be effective immediately upon entry of this Decree.

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

*In accordance with Utah R. Civ. P. 10(e) and Utah State District Courts E-filing Standard No. 4, this Order does not bear the handwritten signature of the Court but instead displays an electronic signature at the top of this Order.*

**1CERTIFICATE OF SERVICE**

1 I hereby certify that I caused a full, true and correct copy of the above and foregoing **DECREE OF DIVORCE** to be electronically filed and electronically served on the 22nd day of June 2021 to the following:

Christopher J. Salcido  
Jon M. Hogelin  
SALCIDO LAW FIRM PLLC  
43 W. 9000 S. Ste. B  
Sandy, UT 84070

/s/ Tricia Beach

\_\_\_\_\_1  
Tricia Beach