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*Attorney for Respondent*

**IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY  
FARMINGTON DEPARTMENT, STATE OF UTAH**

JESSICA BRAY BARNES,  
Petitioner,

v.

PAUL S. BARNES,  
Respondent,

**DECREE OF DIVORCE**

Civil No. 214700140

Judge Connors

Commissioner Morgan

Petitioner Jessica Bray Barnes (“Mother”) and Respondent Paul S. Barnes (“Father”) have entered into a Stipulation and Settlement Agreement (the “Stipulation”), resolving all issues relating to the above-entitled divorce action. The Court, having received the Stipulation, having reviewed the file, and having entered the Findings of Fact and Conclusions of Law, hereby **ORDERS, DECREES and ADJUDGES** as follows:

1. Petitioner is hereby awarded a Decree of Divorce, forever dissolving the bonds of matrimony heretofore existing between the parties, to become final upon signature and entry.
2. There were two minor children born to the parties during the course of their marriage:  
  
B.B. dob August 31, 2012.

C.B. dob May 26, 2015

CHILD CUSTODY

*Legal Custody*

3. The parties shall be awarded joint legal custody of the parties' minor children.

*Physical Custody*

4. Mother is awarded Sole Physical Custody of the minor children. The parties' intent is to have as close to 50/50 parent time as the parties agree, but due to their current work schedules with Father working graveyard shifts and the both parties desire to not have the children in any sort of day care, the amount of overnights the children spend with Mother equates to her having sole custody under Utah Law.

PARENT TIME

5. Father's parent time shall be as the parties agree or as follows:
  - a. Father shall have parent time with the children on alternating weekends from Saturday morning at 9:00 a.m. until the following Monday when school begins. Father will drop the children off at school Monday mornings.
  - b. Father shall have weekday parent time with the minor children on Monday and Tuesday after he gets off work at 7:15 a.m. until 7:30 p.m. At 7:30 p.m. he will return the children to Mother's home.
  - c. Additionally, Father will have weekday parent time with the minor children Wednesday, Thursday and Friday after he gets off work at 7:15 a.m. until the children are out of school for the day. Father will be responsible for dropping each child off at their respective schools. Mother will be responsible for picking the

children up from their respective schools on these days.

- i. Father will pick the children up on weekdays in the mornings either from Mother's home or from a location where the parties mutually agree.
- ii. A third party may pick the children up from school so long as the parties mutually agree on said third party.

*HOLIDAY*

6. The parties shall alternate holidays in accordance with U.C.A. §30-3-35.1 with the exception that holiday time on Columbus Day and Veteran's Day will not be exercised.

<u>Holiday</u>	<u>Description</u>	<u>Dad's Years</u>	<u>Mom's Years</u>
MLK Day:	6 PM Friday – 7 PM Monday	Odd	Even
President's Day	6 PM Friday –7 PM Monday	Even	Odd
Spring Break:	6 PM day school is out – 7 PM Sunday	Odd	Even
Memorial Day:	6 PM Friday –7 PM Monday	Even	Odd
July 4th:	6 PM July 3rd – 11 PM on 4th or 6 PM on 5 <sup>th</sup>	Odd	Even
July 24th:	6 PM July 23rd –11PM July 24th or 6 PM on 25 <sup>th</sup>	Even	Odd
Labor Day:	6 PM Friday – 7 PM Monday	Odd	Even
Fall Break (UEA):	6 PM Wednesday – 7 PM Sunday	Odd	Even
Halloween:	If School day: End of School – 9 PM; if Weekend: 4 PM – 9 PM	Even	Odd
Thanksgiving:	7 PM Wednesday – 7 PM Sunday	Even	Odd
Christmas Break (1st portion):	School's out – 1 PM Day Halfway through Break (Includes Christmas Eve and Day)	Odd	Even
Christmas Break (2nd portion):	1 PM Day Halfway through Break – 7 PM Day before School Resumes (Includes New Year's Eve and Day)	Even	Odd
Child's Birthday (Actual Day)	3 PM –9 PM Actual Birth Date	Even	Odd
Child's Birthday (Day before or after)	3 PM –9 PM Day before or after birth date	Odd	Even
Mother's Day	9 AM – 7 PM Mother's Day	Never	Always

Father's Day	9 AM - 7 PM Father's Day	Always	Never
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7. Any subsequent changes to the holiday-time by the statute shall not affect the parties' holiday-time, unless agreed upon by the parties.

- a. Summer Parent Time: Each party shall be entitled to a total of two-weeks of uninterrupted summer-time. This uninterrupted summer parent time can be split into two separate weeks if the parties so choose and notify the other party of their intentions to do so.
- b. Regular schedule summer parent time: Respondent shall have parent time from when he gets off work approximately 7:00 AM and will pick up the children from Petitioner's residence until Petitioner gets off work at approximately 3:30 PM every weekday. Parties will continue alternating weekends as during the school year.
- c. For purposes of designating summer uninterrupted parent time, the parties will designate his/her selection for summer parent time by May 1<sup>st</sup> each year. If there is a conflict in summer scheduling, and both parties or neither party gave timely notice, then Father will have preference in even-numbered years to designate his summer schedule, and Mother will have preference in odd-numbered years to designate her summer schedule.

PARENTING PLAN

8. The parties shall adopt the advisory guidelines found in U.C.A. §30-3-33 as their parenting plan, in addition to the following provisions.

- a. Right of First Refusal. Parental care shall be presumed to be better than surrogate

care. Each party shall be responsible to give the other party the first right of refusal to provide care ofc the children if they will be away from the children for 4 hours or more during his or her parent time. The party exercising the first right of refusal shall be responsible for all transportation.

- b. Communication. The parties shall communicate primarily through phone via telephone calls and/or text messages. All communication shall be civil and related to the children. Name-calling shall never be considered civil.
- c. Travel. In accordance with UCA §30-3-36, each party shall be responsible to provide the other party with an itinerary and contact information before traveling with the children overnight.
- d. Virtual Communication. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time.
- e. Media. Both parents will take adequate safety measures in their homes for the children's electronic and internet access. The children will only be exposed to appropriate media including but not limited to movies, audio, television, and video games.
- f. Decision-Making. Each parent will make the day to day decisions during their individual parent time as they impact the children. The parties shall consult with each other regarding major decisions for the children, including elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, they shall consult with professionals to assist in making a decision. If

they are still unable to reach an agreement, they shall return to mediation prior to seeking court intervention.

- g. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.
- h. Special Events. 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 visitation schedule.
- i. School Activities and School Functions. Both parties shall be entitled to participate in all social and school functions their children attend.
- j. Respect and Cooperation. Both parties recognize that the best interests of the minor children require them to cooperate and treat each other with dignity and respect, especially in the presence of the minor children. Both parents shall use their best efforts to foster the development and maintenance of a positive relationship with each child by encouraging affection, and promoting respect and good feelings toward the other parent.
- k. Non-Interference with the Parties' Personal Lives. It is fair and reasonable that each party shall be completely free from the interference, authority, and control

over the other, except as impacts the care of the children, as set forth in this Decree. Each party shall have the right to conduct his or her social life and business affairs as he or she sees fit without interference or comment from the other, except as impacts the children.

- l. Temporary Adjustments. The parties shall be flexible in making temporary adjustments in their parenting plan schedules for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible (at least 24 hours except in an emergency). The other party shall use his or her discretion in allowing for an adjustment but shall not unreasonably refuse.
- m. Relatives. It is fair and reasonable that ongoing relationships between the children and relatives shall be encouraged and continued. Any visitation by relatives shall be done during scheduled parent time of the parent that the relative is related to.
- n. Contact Information. Each party shall keep the other immediately informed as to residence address, home, work and cell-phone numbers, e-mail addresses and any other contact information, including how to be reached in the event of an emergency.

#### MUTUAL RESTRAINING ORDERS

9. The parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's

preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

10. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children's best interest.

11. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

12. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes reasonable contact between parent and child during the other parent's parenting time.

13. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

14. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or should remove the children from such circumstances.

#### CHILD SUPPORT

15. Neither party shall pay monthly child support and in lieu of paying monthly child



support Mother will pay 100% of the monthly insurance premiums of minor children so long as it is available through her work.

#### MEDICAL EXPENSES

16. Mother shall pay the insurance premiums for the minor children as long as it is available through her employment.

17. Each parent shall share equally the out-of-pocket costs of any medical expenses including all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

18. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. the parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

19. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification.

20. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders

medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

#### CHILD CARE EXPENSES

21. The parties shall share equally the cost of all reasonable work-related childcare expenses for the minor children in accordance with U.C.A. §78B-12- 214.
  - a. The parents shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense less any amounts previously paid.
  - b. The parent who incurs childcare expenses should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent should notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses shall 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 these provisions.
  - c. Both parties must approve all childcare providers in order for such childcare costs

to be reimbursed for the actual amounts paid for childcare.

ALIMONY

22. Each party is fully capable of supporting themselves, and therefore, neither party should be awarded alimony. Each party specifically waives the right to receive alimony from the other both now and in the future.

REAL PROPERTY

23. The Petitioners shall be awarded the home located at, 565 West 2400 North Layton, Utah 84041, free and clear without any claim from Respondent.

PROPERTY DIVISION

24. The parties acquired property during the marriage.
- a. Petitioner shall pay the Respondent the amount of \$41,400 as a property settlement, whether that amount is paid through retirement or through cash. The Petitioner agrees that she will pay \$5,000 of the \$41,400 to Respondent within 30 days of signing the Stipulation and Settlement Agreement. The Petitioner will pay the balance of \$36,400 within six months from signing the Stipulation and Settlement Agreement.
  - b. Retirement account: There is a retirement account in Petitioner's name. The parties agree that Respondent will receive \$9,375 as his 50% marital portion of the retirement account. The Petitioner, may, at her election, pay more of the retirement account to Respondent to satisfy the property settlement balance indicated above. Petitioner will be responsible for preparing the QDRO as soon as reasonably possible after the Decree of Divorce is signed.
  - c. The parties should work together in divided any personal property of either party

that may be in the possession of the other party. Moreover, each party is awarded all personal property in his or her possession except as otherwise provided by the following:

- d. Respondent shall be awarded the following as separate property free and clear of any claim of Petitioner:
    - i. Dodge Ram Truck
    - ii. Side-by-side RZR UTV
    - iii. 4-wheelers (2)
    - iv. Nissan Altima
    - v. Pellet Smoker Grill
    - vi. Utility trailer
    - vii. Firearms: AR15, Glock 9mm.
  - e. Respondent can remove all awarded assets and personal property on the date of this Stipulation and Settlement Agreement signed by both parties. Further, Respondent must remove all awarded assets and personal property within 30 days of the Court signing of the Decree of Divorce.
  - f. The parties will communicate and work together to ensure that Respondent can remove said assets and personal property within the timeframes mentioned above.
  - g. Petitioner is awarded her dirt bike with any liabilities associated therewith.
  - h. Petitioner is awarded the stimulus check of \$1,400 that is attributed to Respondent.
25. Each party will execute any necessary paperwork to remove the other party's

name from any assets they receive.

26. Each party is to assume any and all debt related to the assets which they receive.

27. Respondent will obtain his own car insurance and cell phone plan within 30 days of signing the Stipulation and Settlement Agreement.

28. Debts. Respondent shall assume and pay and hold Petitioner harmless for the liability on the following debts:

- a. Goldenwest Credit Union Credit Card,
- b. Best Buy Credit Card,
- c. Paypal Credit Account.

#### TAXES

29. 2020 Tax Filing. The parties will file joint federal and state taxes for the 2020 tax year. Any refund shall be split equally between the parties. Similarly, any amount owed shall be split equally between the parties.

30. Tax Benefits. For the tax year 2021 and all subsequent years after, the parties will equally share claiming the children for tax purposes each year. Petitioner will claim the oldest child on her taxes each year so long as there are two minor children eligible for the minor child dependent tax exemption. Respondent shall claim the youngest child on his taxes each year so long as there are two minor children eligible for the child dependent tax exemption.

- a. When there is only one minor child eligible for the tax exemption the parties will rotate claiming the minor child on their taxes with Petitioner claiming the minor child in even-numbered tax years and Respondent claiming the minor child in

odd-numbered tax years.

31. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than an enforcement action.

32. Attorney's Fees and Costs. Each part will pay his or her attorney's fees and costs

33. Maiden Name. Mother may resume using her maiden name of Bray if she chooses.

AS ORDERED BY THE ELECTRONIC SIGNATURES OF THE COURT ON PAGE ONE OF THIS DOCUMENT.

APPROVED AS TO FORM

*/s/ Colton McKay*

Counsel for Petitioner

(Signed by Jason Jolley via email permission on 4/5/2021)

#### CERTIFICATE OF SERVICE

I hereby certify that on March 30, 2021, a true and correct copy of the foregoing was sent via email to the following:

Colton McKay  
Attorney for Petitioner  
Email: mckaylaw303@gmail.com

*/s/ Jason Jolley*