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

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ELIZABETH GARN,	)	<b>DECREE OF DIVORCE</b>
Petitioner,	)	
vs.	)	
GABRIEL GARN,	)	Case No. 214700226
Respondent.	)	Judge MICHAEL WILLIAMS
	)	Commissioner CHRISTINA WILSON

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This matter being submitted to the Court for Divorce by affidavit before the Honorable Michael Edwards, one of the Judges of this Court; and the parties having previously signed and executed a Stipulation and Property Settlement Agreement on or about the 9th day of February, 2021, the Court having reviewed the Affidavit pursuant to U.C.A. Section 30-3-4, and being fully advised in the premises, and having made its Findings of Fact and Conclusions of Law, separately stated in writing, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

DECREE

- 1) The parties are granted a decree of divorce on the grounds of

irreconcilable differences.

- 2) That as a result of the aforesaid facts, the parties were separated July 2020.
- 3) **CUSTODY & SUPPORT:** There have been three children born as issue of this marriage, to-wit: J.Q.G. dob 1/30/2008; B.K.G. dob 9/4/2009; and K.T.G. dob 9/20/2011.
- 4) UCCJEA Jurisdiction is appropriate as Utah is the home state of the minor children. There are no outstanding cases regarding the minor children per Rule 100.
- 5) The parties shall have joint legal custody of the minor children. The parties shall have joint decision-making authority and shall discuss all major issues with one another. In the event there is a disagreement, the parties shall seek a professional's opinion (i.e. child's doctor, educator, etc.) if available and discuss again strongly favoring the professional's opinion. If there is still a disagreement, Petitioner shall have final decision-making authority subject to Respondent's right to object. Neither party shall make any religious decisions for the children and allow them to make decisions on their own religion upon the children reaching majority.
- 6) The Petitioner shall have primary physical custody of the minor children. The Respondent shall have parent-time with one mid-week overnight each week and alternating weekends Friday to Sunday

night. The parties will work with one another on parent-time that is best for the children.

- 7)** The parties shall each be awarded two weeks of uninterrupted summer parent-time with the children. The parties shall designate their summer parent-time by May 1 of each year. Neither party shall interfere with the others holidays unless agreed. If there is a dispute in weeks, Petitioner shall have preference in weeks in even numbered years and Respondent preference in odd numbered years. This preference is only if the weeks are designated by May 1. Respondent may also take one additional uninterrupted week of parent-time in the summer or any part of the year, so not to unreasonably interfere with the children's education.
- 8)** The parties shall exercise holidays in conjunction with U.C.A.§30-3-35 with Respondent designated as the non-custodial parent for this purpose.
- 9)** Petitioner is currently employed and earns \$1,666 a month from her employment.
- 10)** Respondent is currently employed and earns \$8,333 a month from his employment.
- 11)** Child support should be established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §78B-12-301 for the

minor child of the parties based on a primary physical custody to mother worksheet. The amount of child support provided per Code is \$1,597 per month. Child support shall begin as of February 2021 and continue until the youngest reaches the age of 18 or graduates high school. Child support shall be modified as allowed for changes of incomes of the parties and for each child reaching majority.

- 12)** Petitioner has the right to have the Office of Recovery Services collect child support if desired.
- 13)** The parties will equally split the cost of all agreed upon in writing extra-curricular activity fees.
- 14)** The parties shall provide notice of any out-of-state travel with the children.
- 15) CHILDCARE:** The parties shall each pay one-half of the daycare expenses incurred on behalf of the minor children, if any.
- 16) MEDICAL:** Both parties are ordered to maintain medical insurance on behalf of the minor children if it is available at a reasonable cost. Respondent currently has medical, dental and vision insurance for the minor children. The parties shall equally split the minor children's portion of the medical, dental, vision insurance premium. If Petitioner obtains insurance, each party will pay their own premium costs. Petitioner's insurance should be primary and Respondent's secondary.

- 17)** Each parent is to pay for one-half (½) of any deductible or non-covered amounts for such essential medical, vision, or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children and thereafter on or before January 2<sup>nd</sup> of each calendar year, or 30 days after the annual enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.
- 18)** A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.
- 19)** Neither parent shall contract for or incur any obligation for elective surgery for the children, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the children shall be split 50/50 by the parties.

The non-custodial parent will have the right in advance to participate in the selection of doctors and procedures for any and all orthodontia, surgery procedures, or psychological counseling, for which he/she is expected to contribute. If such debts are incurred without said consultation, and written consent, then the parent who incurred the expenses shall have the prima facie obligation to pay any non-covered expenses.

- 20)** The parties have an outstanding \$8,000 debt for braces which will be paid by Petitioner.
- 21) TAXES:** For purpose of taxes, the parties shall alternate claiming the third child or only child. Petitioner shall claim B.K.G. each year and Respondent K.T.G. each year. The parties will alternate claiming J.Q.G. with Petitioner claiming the child in even numbered tax years and Respondent odd numbered tax years. Upon only one child remaining, Petitioner shall claim K.T.G. in even numbered tax year and Respondent claiming K.T.G. in odd number tax years. Respondent's right to claim minor children is dependent upon Respondent being current on child support for the claiming year by December 31.
- 22)** For tax year 2020, the parties shall file jointly with the parties sharing any return or liability.
- 23) REAL PROPERTY:** The parties obtained real property during the marriage. The parties have real property located at 558 W. 3150 S.

Syracuse, Utah. This property shall be awarded to Petitioner free and clear of any claims of Respondent. Petitioner shall be entitled to all equity in the property and shall be responsible for all obligations on the property to include the mortgage, taxes, insurance, utilities, etc. Petitioner is awarded this home free and clear of any claims of Respondent. Respondent's name is currently on the home and shall remain on the home until Petitioner refinances. Petitioner shall have until the youngest child graduates from high school to refinance the property and remove Respondent's name.

- 24)** Respondent purchased a home at 2374 N. 1160 W., Clinton, Utah which is only in Respondent's name. Respondent shall be awarded this property free and clear of claims of Petitioner and shall be entitled to all equity in the home and hold Petitioner harmless.
- 25)** Additional investment properties are listed in the business/investment section below.
- 26) RETIREMENT:** The Petitioner is entitled to her *Woodward* share of Respondent's retirement from the date of marriage to the date of divorce. Respondent shall provide an updated statement of his retirements to Petitioner within 14 days of entry of divorce so that a QDRO may be prepared to split the retirement. It is anticipated that there are two 401k's that need to be divided and if the parties agree, all of the retirement may be pulled from one plan rather than

preparing two QDRO's. The parties shall split the cost of preparing the QDRO.

- 27) PERSONAL PROPERTY:** The parties have divided the personal property and each party shall take what is in their own possession.
- 28)** The parties shall be awarded the vehicles in their own possession and any bank accounts in their own name.
- 29)** The parties shall hold one another harmless for all debts or obligations associated with the property they have in their possession.
- 30)** All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar source should be awarded to the party from whose family it came.
- 31) DEBTS:** During the course of the marriage the parties split their finances and debts in November 2020. The only outstanding joint debt is the orthodontic debt which shall be paid by Petitioner.
- 32)** Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.
- 33) ALIMONY:** Petitioner is in need of alimony and Respondent has the ability to pay. Respondent shall pay to Petitioner the sum of \$1,500 per month for the period of six years. Alimony shall begin on February 1, 2021 and continue for six years thereafter. Alimony may terminate sooner upon any statutory condition being met, to include cohabitation, remarriage, or death of Petitioner.



- 34) BUSINESS/INVESTMENTS:** The parties own an LLC, RIEL which will remain intact and both parties remaining as equal owners of that business, 50/50. The properties within the RIEL business will be divided with each party having 50%.
- 35)** The parties have additional investments within RIEL or in Respondent's name titled West Quarter, TruSparks, and Cottonwood Hampton. These three properties will be awarded to Respondent free and clear of claims of Petitioner with the exception that the Cottonwood Hampton shall be split 50/50 at the time of refinance or sale. Respondent shall remove these investments from RIEL and hold Petitioner harmless and pay out Petitioner on the Cottonwood Hampton at the time of refinance or sale. Respondent shall not leverage or increase any loan or obligation on the Cottonwood Hampton until he has paid Petitioner her 50% share of the equity. Respondent will be responsible for all costs associated with this property and the others listed in this paragraph.
- 36)** The parties have an additional piece of real property. The South Jordan property. The property is only in Respondent's name, but is a marital property. The property shall be valued and each party will receive one-half of the equity and value of the property. The parties shall each pay the tax obligations on the property on a 50/50 split. The parties may ask the property be sold or refinanced at any time

allowing the other party 120 days to pay out the others equity or the home listed for sale with an agreed upon realtor.

- 37) **OTHER:** The parties shall be civil in all communications.
- 38) The parties shall not disparage the other party in the presence of the minor child or allow a third party to do the same.
- 39) Petitioner may have her name restored to Elizabeth Rhoana Hunsaker should she so desire.
- 40) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

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**THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR  
AT TOP OF DOCUMENT WHEN SIGNED AND ENTERED BY THE  
COURT**  
\*\*\*\*\*

APPROVED AS TO FORM:

/s: \_\_\_\_\_  
Gabriel Garn  
RESPONDENT

NOTICE TO THE RESPONDENT:

You will please take notice that the undersigned, attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the Judge, for his signature upon the expiration of five (5) days from the date of this notice,

together with three (3) for mailing, unless written objection is filed prior to that time, pursuant to Rule 4-504 of the Rules of Judicial Administration. Kindly govern yourself accordingly.

DATED this 25th day of February, 2021

/s/: Brittany R. Brown  
Attorney for Petitioner

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a true and correct copy of the foregoing via

Electronic Mailing to the following:

**Gabriel Garn**  
**gabegarn@gmail.com**

On this 25<sup>th</sup> day of February, 2021

/s/: Kari Kulak  
Paralegal

**Effective 5/12/2020**

**30-3-35 Minimum schedule for parent-time for children 5 to 18 years old.**

(1) The parent-time schedule in this section applies to children 5 to 18 years old.

(2) If the parties do not agree to a parent-time schedule, the following schedule shall be considered the minimum parent-time to which the noncustodial parent and the child shall be entitled.

(a)

(i)

(A) One weekday evening to be specified by the noncustodial parent or the court, or Wednesday evening if not specified, from 5:30 p.m. until 8:30 p.m.;

(B) at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m., unless the court directs the application of Subsection (2)(a)(i)(A); or

(C) at the election of the noncustodial parent, if school is not in session, one weekday from approximately 9 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m. if the noncustodial parent is available to be with the child, unless the court directs the application of Subsection (2)(a)(i)(A) or (2)(a)(i)(B).

(ii) Once the election of the weekday for the weekday evening parent-time is made, it may not be changed except by mutual written agreement or court order.

(b)

(i)

(A) Alternating weekends beginning on the first weekend after the entry of the decree from 6 p.m. on Friday until Sunday at 7 p.m. continuing each year;

(B) at the election of the noncustodial parent, from the time the child's school is regularly dismissed on Friday until Sunday at 7 p.m., unless the court directs the application of Subsection (2)(b)(i)(A); or

(C) at the election of the noncustodial parent, if school is not in session, on Friday from approximately 9 a.m., accommodating the custodial parent's work schedule, until Sunday at 7 p.m., if the noncustodial parent is available to be with the child unless the court directs the application of Subsection (2)(b)(i)(A) or (2)(b)(i)(B).

(ii) A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

- (iii) An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.
- (iv) Weekends include any "snow" days, teacher development days, or other days when school is not scheduled and that are contiguous to the weekend period.
- (c) Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule, however:
  - (i) birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day; and
  - (ii) birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.
- (d) If a holiday falls on a regularly scheduled school day, the noncustodial parent shall be responsible for the child's attendance at school for that school day.
- (e)
  - (i) If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the noncustodial parent shall be entitled to this lengthier holiday period.
  - (ii)
    - (A) At the election of the noncustodial parent, parent-time over a scheduled holiday weekend may begin from the time the child's school is regularly dismissed at the beginning of the holiday weekend until 7 p.m. on the last day of the holiday weekend; or
    - (B) at the election of the noncustodial parent, if school is not in session, parent-time over a scheduled holiday weekend may begin at approximately 9 a.m., accommodating the custodial parent's work schedule, the first day of the holiday weekend until 7 p.m. on the last day of the holiday weekend, if the noncustodial parent is available to be with the child unless the court directs the application of Subsection (2)(e)(ii)(A).
  - (iii) A step-parent, grandparent, or other responsible individual designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.
  - (iv) An election should be made by the noncustodial parent at the time of the divorce decree or court order, and may be changed by mutual

agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

(f) In years ending in an odd number, the noncustodial parent is entitled to the following holidays:

- (i) the child's birthday on the day before or after the child's actual birthdate beginning at 3 p.m. until 9 p.m., and at the discretion of the noncustodial parent, the noncustodial parent may take other siblings along for the birthday;
- (ii) Martin Luther King, Jr. beginning 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
- (iii) subject to Subsection (2)(i), spring break beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the evening before school resumes;
- (iv) July 4 beginning 6 p.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday;
- (v) Labor Day beginning 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
- (vi) subject to Subsection (2)(i), the fall school break beginning at 6 p.m. on the day that school lets out for the holiday until 7 p.m. on the evening before school resumes;
- (vii) Veterans Day holiday beginning 6 p.m. on the day before the holiday until 7 p.m. on the holiday; and
- (viii) the first portion of the Christmas school vacation as defined in Subsection 30-3-32(3)(b), including Christmas Eve and Christmas Day, continuing until 1 p.m. on the day halfway through the holiday period, if there are an odd number of days for the holiday period or until 7 p.m. if there are an even number of days for the holiday period, so long as the entire holiday period is equally divided.

(g) In years ending in an even number, the noncustodial parent is entitled to the following holidays:

- (i) the child's birthday on the child's actual birthdate beginning at 3 p.m. until 9 p.m., and at the discretion of the noncustodial parent, the noncustodial parent may take other siblings along for the birthday;
- (ii) President's Day beginning at 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
- (iii) Memorial Day beginning at 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled;
- (iv) July 24 beginning at 6 p.m. on the day before the holiday until 11

- p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday;
- (v) Columbus Day beginning at 6 p.m. the day before the holiday until 7 p.m. on the holiday;
- (vi) Halloween on October 31 or the day Halloween is traditionally celebrated in the local community from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m.;
- (vii) Thanksgiving holiday beginning Wednesday at 7 p.m. until Sunday at 7 p.m.; and
- (viii) the second portion of the Christmas school vacation as defined in Subsection 30-3-32(3)(b), beginning 1 p.m. on the day halfway through the holiday period if there are an odd number of days for the holiday period, or at 7 p.m. if there are an even number of days for the holiday period, so long as the entire Christmas holiday period is equally divided.
- (h) The custodial parent is entitled to the odd year holidays in even years and the even year holidays in odd years.
- (i) If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school.
- (j) Father's Day shall be spent with the natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday.
- (k) Mother's Day shall be spent with the natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday.
- (l) Extended parent-time with the noncustodial parent may be:
- (i) up to four consecutive weeks when school is not in session at the option of the noncustodial parent, including weekends normally exercised by the noncustodial parent, but not holidays;
  - (ii) two weeks shall be uninterrupted time for the noncustodial parent; and
  - (iii) the remaining two weeks shall be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except for a holiday to be exercised by the other parent.
- (m) The custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.
- (n) Both parents shall provide notification of extended parent-time or vacation weeks with the child at least 30 days before the end of the child's school year to the other parent and if notification is not provided timely the complying parent may determine the schedule for extended parent-time for the noncomplying parent.
- (o) Telephone contact shall be at reasonable hours and for a reasonable

duration.

(p)

(i) Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

(ii) 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:

(A) the best interests of the child;

(B) each parent's ability to handle any additional expenses for virtual parent-time; and

(C) any other factors the court considers material.

(3) An election required to be made in accordance with this section by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

(4) Notwithstanding Subsection (2)(e)(i), the Halloween holiday may not be extended beyond the hours designated in Subsection (2)(g)(vi).

Amended by Chapter 50, 2020 General Session



**Effective 7/1/2017**

**30-3-33 Advisory guidelines.**

In addition to the parent-time schedules provided in Sections 30-3-35 and 30-3-35.5, the following advisory guidelines are suggested to govern all parent-time arrangements between parents.

- (1) Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- (2) The parent-time schedule shall be used to maximize the continuity and stability of the child's life.
- (3) Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- (4) The responsibility for the pick up, delivery, and return of the child shall be determined by the court when the parent-time order is entered, and may be changed at any time a subsequent modification is made to the parent-time order.
- (5) If the noncustodial parent will be providing transportation, the custodial parent shall have the child ready for parent-time at the time the child is to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the child at the time the child is returned.
- (6) If the custodial parent will be transporting the child, the noncustodial parent shall be at the appointed place at the time the noncustodial parent is to receive the child, and have the child 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 child.
- (7) Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.
- (8) The court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents and may increase the parent-time allowed to the noncustodial parent but may not diminish the standardized parent-time provided in Sections 30-3-35 and 30-3-35.5.
- (9) The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.
- (10) 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.
- (11) The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully.
- (12) The noncustodial 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.

(13) Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

(14) Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available, provided that 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:

(a) the best interests of the child;

(b) each parent's ability to handle any additional expenses for virtual parent-time; and

(c) any other factors the court considers material.

(15) 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 noncustodial 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.

(16) Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

(17) 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 child on the religious holiday.

(18) If the child is on a different parent-time schedule than a sibling, based on Sections 30-3-35 and 30-3-35.5, the parents should consider if an upward deviation for parent-time with all the minor children so that parent-time is uniform between school aged and nonschool aged children, is appropriate.

(19) When one or both parents are servicemembers or contemplating joining a uniformed service, the parents should resolve issues of custodial responsibility in the event of deployment as soon as practicable through reaching a voluntary agreement pursuant to Section 78B-20-201 or through court order obtained pursuant to Section 30-3-10. Servicemembers shall ensure their family care plan reflects orders and agreements entered and filed pursuant to Title 78B, Chapter 20, Uniform Deployed Parents Custody, Parent-Time, and Visitation Act.

Amended by Chapter 224, 2017 General Session

