

Janelle Anna Pack
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I am the Petitioner

In the District Court of Utah
Third Judicial District, Salt Lake County
Salt Lake City - Third District Court, 450 South State Street, Salt Lake City, UT 84114

Janelle Anna Pack

Petitioner

v.

Robbie J. Pack

Respondent

Divorce Decree and Judgment

Case Number: . 214900356

Judge: . Skarchy

Commissioner: . Sagers

The court decrees:

Divorce

1. **Janelle Anna Pack** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Children

2. **Janelle Anna Pack** and **Robbie J. Pack** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

a. **Lincoln Pack**

Born 02/27/2014

b. **Mille Pack**

Born 01/21/2016

Children - custody

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Janelle Anna Pack's** home **198** overnights each year and in **Robbie J. Pack's** home **167** overnights each year. The court approves the following

Parenting Plan.

Parenting Plan parent-time

Parenting Plan parent-time

The parents will follow a custom parent-time schedule.

The children will live with **Robbie J. Pack 167** overnights each year and with **Janelle Anna Pack 198** overnights each year according to a custom parent-time schedule.

Janelle Anna Pack will be the "custodial" parent:

The parties agree to a Joint Physical Custody arrangement. Both parties understand and agree that this type of custody arrangement requires a high level of communication between each other and that logistically they must live close enough to each other as to not have to spend excessive amounts of time transporting the children back and forth.

In addition to this the parties agree that a frequent rotation of the children may have a potential adverse effect on the children to include but not limited to performance in school, lack of sleep, and also an increased amount of negative behavior. If any of these conditions are present, the parties agree that they will modify the parenting time arrangement in a way that is more conducive to the child(ren)'s needs and in a way that will minimize any stress to the child(ren) resulting from the frequent exchanges. This may include a change in the label of custody to joint custody with one of the parents becoming the primary custodial parent.

Both parents understand and agree that the weekly parenting time schedule may change based on the age of the child(ren) and each child's individual needs at different ages.

Both parents agree to a flexible weekly parenting schedule that will factor in work schedules and availability.

The parties have agreed to a parenting time philosophy of 50/50 which means they will attempt to target a scenario with Janelle having 183 nights and Robbie having 182 nights per year. The parties will define a "night" as being any time period where they would have the child for at least 14 consecutive hours or 2 consecutive meals. The following monthly planning process will be used:

The monthly parenting time schedule will be established through a planning process using an online calendar and email. On odd months Robbie will submit his request for parenting time using the online calendar for the entire

month to Janelle no later than 10:00 pm on the 1st day of each month.

Janelle will have until 10:00 pm on the 3rd day of each month to accept the proposed schedule or submit a counter proposal.

If either parent does not provide their parenting time requests per the above deadlines then the parent who does submit their request will be allowed their requested time for that month only as the the default.

In the event that the both parents request the same time for the children or if either parent does not agree with the other parents requested parenting time by the 5th of each month, then the dispute will be settled as follows: If the dispute arises on even months then Janelle will prevail with her plan for the time(s) in dispute. If the dispute arises during the odd months then Robbie will prevail with his plan for the time(s) in dispute.

The parties agree that there will be no monthly parenting time plan where the children will spend more than 15 consecutive days at a parent's house without prior approval in writing or email. Exceptions to this will be for planned vacations.

If either parent feels that the parenting time plan is detrimental to the children after having experimented with it for a period of not more than 6 months and that a different plan needs to be implemented which would be a plan where one parent has the children for more than 50% of the time they may initiate their version of a parenting time plan that they feel would be in the best interest for the children for a period of time not to exceed six months. The other parent may then at their discretion at the end of 6 months they may become the parent that has the children for more time under the same terms that the first parent had for a period of six months.

In the event of a need for a modification of a monthly parenting time plan, the parent requesting the modification must provide a notice of change via email and in the event that the parent not scheduled for time with the children cannot cover for the parent who is scheduled then the scheduled parent will be responsible for making accommodations for the children with prior and mutual consent of the other parent. Requests to modify a monthly parenting time plan after the initial parenting time plan has been agreed to will not constitute an event that the party requesting the modification may use the dispute resolution process outlined in this plan. In other words if a modification to the plan is made later in the month by one party, and the other party does not agree, the requesting party may not use their odd/even month prerogative to enforce the modification request.

Both parents agree to liberal phone visitations and will encourage the

child(ren) to call the other parent.

Every January the parents will review the prior years parenting time and using the online calendar they will count the number of "nights" as defined in this agreement that the child(ren) spent with each parent. The parties will use the history of "night" stays as determined by the online calendar that was kept to determine the appropriate child support to be paid for the next year by recalculating child support and imputing in the number of nights from the previous year. This review may constitute the use of the standard sole custody calculator if the number of overnights is less than 111 nights for either parent. In the event that there is an over payment or underpayment of child support after the recalculation, the difference will be added or subtracted to the monthly child support payment for the next year.

Parent-time for special occasions

4. The parents will follow the schedule for special occasions below. 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. (Utah Code 30-3-32, 35)

Special Occasion	Parent-Time Schedule
Labor Day Weekend	<p>Holiday Parenting Time Plan:</p> <p>Both parents agree to a flexible holiday parenting time schedule that will factor in work schedules and availability as well as the best interest of the child(ren). Both parents agree to plan holiday parenting time on an annual basis at the first of every year. This will be called the "Annual Holiday Planning Session" The holiday parenting time schedule will be established through a planning process using any online calendar and email.</p> <p>Robbie will submit his request for all holidays, birthday's, summer and spring breaks, and other vacation times by Jan. 10 of each year. If he does not submit a holiday parenting time proposal by this deadline, the Utah state minimum holiday schedule will be the governing standard for that year however the major holidays of Christmas Eve, Christmas, and Thanksgiving will be treated separately for that year and the parent that did not have the child(ren) for those holidays for the previous year will be allowed to have them for the following year.</p> <p>Janelle will have until Jan. 15 of each year to accept or propose</p>

Special Occasion	Parent-Time Schedule
	<p>an alternate arrangement. If she does not submit an alternate arrangement by the deadline, then the other parent's proposal will be the governing plan for that year only, however the major holidays of Christmas Eve, Christmas, and Thanksgiving will be treated separately for that year and the parent that did not have the child(ren) for those holidays for the previous year will be allowed to have them for the following year.</p> <p>If the parties are in dispute about any holiday or vacation time period during the annual planning session they agree to use the Utah State minimum holiday statutory schedule only for the disputed days. In this event, Janelle will be the even year parent and Robbie will be the odd year parent and the holiday that is in dispute will be decided by which ever holiday is designated to that parent on that year, however the major holidays of Christmas Eve, Christmas, and Thanksgiving will be treated separately for that year and which ever parent that did not have the children for those holidays for the previous year will be allowed to have them for the following year.</p> <p>In the event of a need for a modification of a monthly parenting time plan, the parent requesting the modification must provide a 30 day notice of change via the email service and in the event that the parent not scheduled for time with the children cannot cover for the parent who is scheduled then the scheduled parent will be responsible for making accommodations for the children with prior and mutual consent of the other parent.</p> <p>Holidays that are agreed on are not subject to the monthly parenting time dispute resolution process outlined in that section of this agreement and may not be challenged using the monthly parenting time planning and dispute resolution process. Example: If the parents agree to that the father will have the children on the 4th of July, and then later when planning the month of July for parenting time for non vacation or holiday mom wants the 4th of July under the terms of the monthly parenting time planning process, she would not be able to request that day as holidays and vacation days that are claimed trump monthly parenting time days asked for.</p>
Columbus Day Weekend	See Above Language.
Fall School Break (If applicable, commonly known as U.E.A. weekend)	See Above Language.
Halloween	See Above Language.
Veterans' Day	See Above Language.

Special Occasion	Parent-Time Schedule
Thanksgiving Break	See Above Language.
Winter Break	See Above Language.
Christmas Eve	See Above Language.
Christmas Day	See Above Language.
New Year's Eve	See Above Language.
New Year's Day	See Above Language.
Dr. Martin Luther King Jr. Day Weekend	See Above Language.
Presidents' Day Weekend	See Above Language.
Spring School Break	See Above Language.
Mother's Day	See Above Language.
Memorial Day Weekend	See Above Language.
Father's Day	See Above Language.
Summer School Break / Vacation	See Above Language.
Independence Day	See Above Language.
Pioneer Day	See Above Language.
Children's Birthdays	See Above Language.
Janelle Anna Pack's Birthday	See Above Language.
Robbie J. Pack's Birthday	See Above Language.

Parent-time transfers

5. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Decision-making

6. The following applies to the Parenting Plan:

- Each parent will make day-to-day decisions for the children during the time they are caring for the children.
- Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Custom decision-making.

DECISION TERMS FOR AN IMPASSE ON MORAL DECISIONS FOR CHILDREN

The parties agree that in the event of a dispute on any major decisions which include- but are not limited to- religion, education, and disciplining issues, the parties will use the following alternating-decision-dispute method to resolve the dispute.

When such a dispute arises, decision-making authority is appropriated on a revolving basis:

The Petitioner will have the decision-making authority on the first dispute that comes to an impasse. The Respondent will have the decision-making authority in the next dispute that results in an impasse. Any following disputes will rotate evenly between both parties.

1. One party must notify the other party of the dispute in writing or via email; their proposed solution must be included in this notification. The other party must reply to the email within 24 hours with their proposed solution. If the second party does not reply in this time frame then by default, the initiating party will prevail with their solution.

2. If the second party does reply but the parties do not agree, then--in accordance with the terms outlined in number one (1) of this section--the final decision will fall to the party next in line in the rotation.

The parties may not use their impasse prerogative on a decision the for the same decision a second time for the same child.

Example: Mom wants to let her daughter get her nose pierced. Dad is

opposed. They are at an impasse. It happens to be Mom's prerogative to make the decision per the terms of the agreement and she exercises that prerogative. Dad decides next week that he is not going to let her get it pierced and uses his prerogative now. This is a misuse of the rotating decision-making authority. Once a decision is made it cannot be countered using this process unless it is for a different child.

This method of resolving disputes will be for any disputes with the exception of disputes about parenting time, or disputes regarding financial matters such as extra curricular expenses. These types of disputes will be handled differently and are outlined in those respective sections of this divorce agreement.

Education Plan

7. The school the children will attend is based on a specific plan for where the children will attend school: **The parties agree that the children will attend school at a mutually agreed to school.**

8. **Janelle Anna Pack** has authority to check the children out of school.

9. **Robbie J. Pack** has authority to check the children out of school.

10. **Janelle Anna Pack** has access to the children during school.

11. **Robbie J. Pack** has access to the children during school.

Communication with each other

13. Parents will communicate with each other by any method.

Communication with the children

14. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

Parents and children may communicate with each other whenever the children choose.

By any method

Records and information sharing

15. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

16. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

Other agreements about travel by the children: **Vacation Parenting time Schedule:**

Both parents agree to a flexible vacation parenting time schedule that will factor in work schedules and availability as well as the best interest of the child(ren). Both parents agree to plan vacation parenting time on an annual basis at the first of every year. This will be called the "Annual Vacation Planning Session" The holiday parenting time schedule will be established through a planning process using any online calendar and email.

Robbie will submit his request for all non-holiday vacation times by Jan. 10 of each year. If he does not submit a vacation parenting time proposal by this deadline, the Utah state minimum vacation schedule will be the governing standard for that year.

Janelle will have until Jan. 15 of each year to accept or propose an alternate arrangement. If she does not submit an alternate arrangement by the deadline, then the other parent's proposal will be the governing plan for that year only.

If the parties are in dispute about any non-holiday or vacation time period during the annual planning session they agree to use the Utah State minimum vacation statutory schedule to establish maximum and minimum vacation time periods and as long as that either proposal does not exceed the maximum or minimum time allotments the dispute will be resolved by rotating the proposal impasse between the parties based on an every other year rotation. In this event, Janelle will be the even year parent and Robbie will be the odd year parent and the party with the prerogative will get their vacation plan proposed for that year. The following year the other party will unconditionally get their vacation time proposal subject to the maximum and minimum time allotments per the statute.

In the event of a need for a modification of a monthly parenting time plan, the parent requesting the modification must provide a 30 day notice of change via the

email service and in the event that the parent not scheduled for time with the children cannot cover for the parent who is scheduled then the scheduled parent will be responsible for making accommodations for the children with prior and mutual consent of the other parent.

Vacations that are agreed on are not subject to the monthly parenting time dispute resolution process outlined in that section of this agreement and may not be challenged using the monthly parenting time planning and dispute resolution process. Vacations will have priority over monthly parenting time agreements.

Relocation of a parent (Utah Code 30-3-37)

17. Other terms about relocating: Moving Terms and Conditions

Both parents understand and agree that should either parent choose to move outside of a 100 mile radius of Cottonwood Heights, UT they will provide the other parent a 60 day written or email notification of when the move date will be and the address of their new home.

In the event of a move the parties understand and agree that the parenting time schedule will need to be modified. The parties realize that there are variables that are unknown that will need to be factored in when deciding how to revise the regular parenting time, holiday, and vacation parent time.

In the event the parties are not able to agree on the long distance parenting times they agree to go to mediation to resolve the dispute prior to engaging in any litigation.

The parties agree that if no agreement is reached that the Utah State Long Distance Parenting Time statues will be the default terms for visitation which are as follows:

The minimum requirements for parent-time for children 5 to 18 years of age:

- (a) in years ending in an odd number, the child shall spend the following holidays with the noncustodial parent:**
 - (i) Thanksgiving holiday beginning Wednesday until Sunday; and**
 - (ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;**
- (b) in years ending in an even number, the child shall spend the following holidays with the noncustodial parent:**
 - (i) the entire winter school break period; and**
 - (ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes;**
- (c) extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks. The children should be returned to the custodial home no**

later than seven days before school begins; however, this week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period; and

(d) one weekend per month, at the option and expense of the noncustodial parent.

The court may also set a parent-time schedule for children under the age of five. The schedule shall take into consideration the following:

- (a) the age of the child;
- (b) the developmental needs of the child;
- (c) the distance between the parents' homes;
- (d) the travel arrangements and cost;
- (e) the level of attachment between the child and the noncustodial parent; and
- (f) any other factors relevant to the best interest of the child.

The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

(a) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent shall be entitled to the next to the last weekend of the month.

(b) If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the noncustodial parent's monthly weekend entitlement for that month.

(c) If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (6) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.

The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

Upon the motion of any party, the court may order uninterrupted parent-time with the noncustodial parent for a minimum of 30 days during extended parent-time, unless the court finds it is not in the best interests of the child. If the court orders uninterrupted parent-time during a period not covered by this section, it shall specify in its order which parent is responsible for the child's travel expenses

18. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The transportation costs will be negotiated at the time notice is given of the move**

If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

19. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- All changes must be in writing.

Resolving disputes

20. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court: **Mediation**

Additional parenting responsibilities, expectations or commitments

21. **The parties' parenting relationship will continue for many years and it is in the best interests of their children to have a meaningful and quality relationship with each of them. In furtherance of that goal, the parties should be ordered as follows:**

- (a) To respect each other's need for personal space and independence;**
- (b) To establish a "united front" of parenting by supporting each other as parents and establishing reasonably consistent rules, curfews and discipline philosophies that will foster a feeling of continuity and a sense of security for the child as to homework, lessons, school projects and motivation to work and succeed;**
- (c) To consult with each other if a child is experiencing school problems, emotional concerns, or other problems and share options and ideas for meeting the child's needs;**
- (d) To affirmatively support each other as parents and hold the other in high esteem as a parent in their respective conversations with the child throughout his life, to give the child permission to love each of them;**
- (e) To endeavor to make joint decisions regarding the child on significant issues,**

\$9,333.00 gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Robbie J. Pack

25. **Robbie J. Pack's** gross monthly income for child support purposes is **\$5,200.00**.

His base child support amount using the joint custody calculation is **\$0.00** per month.

He receives the following gross monthly income:

- a. **Robbie J. Pack** is voluntarily unemployed. Based on **Robbie J. Pack's** work experience during the marriage, he is capable of earning **\$30** per hour, or **\$5,200.00** per month. (Utah Code 78B-12-203(7)(8))

Calculated based on the industry and current positions and experience that Robbie has in the Project and Property Management industries and Construction and Handy Man industries. \$62,400

Child support (Utah Code 78B-12-202 et seq.)

26. **Janelle Anna Pack** is ordered to pay child support to **Robbie J. Pack** as follows:

- a. **\$15.00** per month base support. This amount complies with the Utah Child Support Act.

Support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later (Utah Code 78B-12-219(1)), or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78B-12-219(1), Utah Code 78A-6-801).

27. Child support will be paid as follows:

Child support will be paid in equal proportionate amounts based on the pay periods of Janelle's employer. At the time of divorce the pay periods were 2x per month.

Payments will be made electronically as a direct deposit each month. Robbie will provide the account information needed for Janelle to either have her employer pay directly from his check through her payroll processing or transferred directly each month from her own account.

28. The issue of past-due child support may be decided by future court or

administrative action.

29. The parties must notify each other within 30 days of any change in their income.

30. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- 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,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

(Utah Code 78B-12-210(8)).

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

31. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 78B-12-210(7) and (9)).

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 78B-12-210(7)).

32. The parties will do the following for child related support or expenses:

a. EXTRA CURRICULAR COSTS:

The parties agree that the definition of an extra curricular expense is any expense that is incurred for the physical, emotional or mental enhancement of their child(ren). Examples of these costs include but are not limited to: fees for sports, scouting, music lessons, summer camps, and school clubs. Travel expenses for the child are also included in this definition. Travel expenses for the parents for any of these expenses are not included.

Costs that are for obvious entertainment are not eligible. Examples of these expenses are movie tickets, concerts, food, sporting event tickets etc.

Both parents agree to split all extra curricular expenses for the children 50/50.

These expenses will have a monthly limit of \$100 per month (the limit). Each party will be responsible for their percentage of this amount each month and may incur their percentage of expense without prior notice to the other parent. This monthly limit will be revisited each year; the parties may change this amount with mutual consent, evidenced in writing or by an email. This monthly limit will increase each year by no less than 10% unless agreed to otherwise in writing.

In the event the extra expenses exceed the monthly limit, the overage will be negotiated on a case-by-case basis. Both parents agree that in the event the monthly limit will be exceeded, there must be prior consent given from each parent- otherwise the parent who incurs the cost will be responsible for the cost.

Upon request from the other party both parties will be required to provide receipts of these expenses. Both parties will reconcile monthly expenditures and provide any reimbursements to each other no later than the last day of each month.

Both parents agree to keep the arrangement of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.

b. LOGISTICAL COSTS:

The parties agree that the definition of a "logistical expense" includes expenses such as: School fees, year books, cell phones, cell phone plans, vehicles, vehicle insurance, maintenance, and fuel costs.

Both parents agree to split all logistical expenses for the children 50/50.

This will have a monthly limit of \$100 per month (the limit). Each party will be responsible for their percentage of this amount each month and may incur their portion expense without prior notice to the other parent. This monthly limit will be revisited each year and the parties may change this amount with mutual consent evidenced in writing or by an email. This monthly limit will be increased each year by no less than 10% unless agreed to otherwise in writing.

In the event the extra expenses exceed the monthly limit, the overage will be negotiated on a case-by-case situation. Both parents agree that in the event the monthly limit is exceeded, there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost.

Upon request from the other party both parties will be required to provide receipts of these expenses. Both parties will reconcile monthly expenditures and provide any reimbursements to each other no later than the last day of each month.

Both parents agree to keep payment arrangements of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.

c. CLOTHING COSTS:

The parties agree that the definition of a clothing expense is any expense that is incurred that is for standard non-sports related or club related clothing, uniforms, or costumes.

Both parents agree to split costs 50/50.

This will have a monthly limit of \$100 per month (the limit). Each party will be responsible for their percentage of this amount each month and may incur their portion expense without prior notice to the other parent. This monthly limit will be revisited each year and the parties may change this amount with mutual consent evidenced in writing or by an email. This monthly limit will be increased each year by no less than 10% unless agreed to otherwise in writing.

In the event the extra expenses exceed the monthly limit, the overage will be negotiated on a case-by-case situation. Both parents agree that in the event the monthly limit is exceeded, there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost.

Upon request from the other party, both parties will be required to provide

receipts of these expenses. Both parties will reconcile monthly expenditures and provide any reimbursements to each other no later than the last day of each month.

Both parents agree to keep payment arrangements of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.

d. CHILD EXTRA EXPENSE FUND:

The parties have agreed to establish a joint checking account for the purpose of managing the extra child expenses agreed to in this agreement.

The following categories of expenses and monthly allotments will be managed using this joint checking account. (The amounts listed below were agreed to at the time of divorce and may be modified per the terms of this agreement)

**Extra curricular costs \$50
Logistical costs \$50
Clothing Costs \$50
Out of Pocket Medical Costs \$50
Total: \$200**

Each party will be required to deposit their portion of the monthly limit amount into the account by the 3rd of each month. Any unused portion of this monthly amount will be kept in the account and overages will accrue for the purpose of future increases to the account limit or for agreed-upon overages. The parties will always contribute their portion each month to the account regardless of any balance accrued from unused funds from prior months.

This fund will continue until the youngest child graduates from high school. Any amount in remaining in the fund will be divided equally by the parties.

Dependent children for tax purposes

33. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

The parties agree that deductions will be split or rotated equally

Child health care (Utah Code 78B-12-212)

34. Responsibility for child medical and dental expenses will be as follows:

a. At the time of divorce the parent providing the health and dental insurance

for the child(ren) was Janelle.

The parties agree that they will always seek the most affordable health and dental insurance coverage options balancing coverage options with cost. The parties understand that they may have several options to select from to include but not limited to insurance benefits provided to them from their employers and or benefits provided by their new spouses should they remarry as well as government subsidy benefits such as Medicaid (if they qualify).

Each time a new insurance option becomes available the parties agree to evaluate that option and select the option that best meets their needs. In the event that the parties choose to double cover the children with two plans to further minimize the out of pocket health costs they agree that if having double coverage would be an additional monthly premium cost they must first have prior written (or email) consent from each other. They will decide who will be the primary and secondary provider on a case-by-case basis.

The cost of the health and dental insurance will be paid by Janelle. The parents agree to split the cost of the health and dental insurance premium cost for the children, 50/50.

OUT OF POCKET MEDICAL EXPENSES:

The parties will split any out of pocket costs 50/50. These costs may include deductibles, co-pays, prescriptions, routine dental etc. In the event of an elective type of surgery like braces for teeth, both parents agree that there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the cost. If a parent chooses to go to a health care provider that is not in the existing insurance network, incurring an extra cost, both parents agree that there must be prior consent given from each parent otherwise the parent who incurs the cost will be responsible for the difference in cost. Both parents agree to keep payment arrangements of these expenses confidential and will not discuss the terms of how much each parent will be paying with the children.

The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Janelle Anna Pack's** insurance will be primary coverage.
- **Robbie J. Pack's** insurance will be secondary coverage.

c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Janelle Anna Pack spouse's** insurance will be primary coverage.
- **Robbie J. Pack spouse's** insurance will be secondary coverage.

d. Both parties will equally share the out-of-pocket costs of the insurance premiums.

e. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

g. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

h. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 78B-12-214)

35. All reasonable work, career, or occupational training-related child care expenses

will be paid as follows:

Both parents agree to split all work-related child care costs 50/50. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. In the event the day care provider requires payment regardless if the parent has the children or not, that expense will be shared by both parties.

Public assistance statement – Office of Recovery Services (ORS)
(Utah Code 78B-12-113)

36. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code 30-3-5)

37. All personal property not addressed in the divorce should be divided as the parties have already divided it.

38. The following vehicles will be divided as indicated:

a. The following vehicles will be divided as described.

i. Make: **Volkswagen**, Model: **Teguan**, Year: **2019**
Estimated current value: **\$25,290.00**

Owner (before divorce): **Janelle Anna Pack**

Ownership and use of this vehicle after the divorce will be as follows:

The parties agree at the time of the divorce that Janelle will retain this vehicle and be 100% responsible for all costs associated with this vehicle, to include but not limited to the monthly lease payment, interest, insurance, taxes, registration, maintenance, fuel and any lease penalties that may be incurred at the end of the lease period.

Lien 1

This vehicle is security for the following loans

Lender: **Volkswagen**
Address: **PO Box 7498**
Libertyville, IL 60048

Amount Owed: **\$0.00**
Monthly Payment: **\$298.00**

Janelle Anna Pack will pay: The entire debt.

Person to provide creditor divorce decree: **Janelle Anna Pack**

b. The following vehicles will be divided as described.

i. Make: **Ram**, Model: **Promaster**, Year: **2018**
Estimated current value: **\$60,000.00**

Owner (before divorce): **Janelle Anna Pack**
Robbie J. Pack

Ownership and use of this vehicle after the divorce will be as follows:
The parties agree at the time of the divorce that Robbie will retain this vehicle and be 100% responsible for all costs associated with this vehicle to include but not limited to the monthly payment, interest, insurance, taxes, registration, maintenance and fuel. The parties agree that the title will be signed over to Robbie within 30 days of the date of the divorce as sole owner of this vehicle.

The parties have also agree that since they put value by updating the van they will split the equality within 12 months from the date the decree is signed by the judge.

Lien 1

This vehicle is security for the following loans

Lender: **Mountain America Credit Union**
Address: **P.O. Box 2331**
Sandy, UT 84091
Amount Owed: **\$18,000.00**
Monthly Payment: **\$380.00**

Robbie J. Pack will pay: The entire debt.

Person to provide creditor divorce decree: **Robbie J. Pack**

Debts

39. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit card debt

a. Credit Card: **Visa Platinum**

Credit Card Number: **Not Available**

Amount owed on debt: **\$7,725.00**

Credit Card Owner: **Janelle Anna Pack and Robbie J. Pack**

The debt will be paid as follows: **The parties agree at the time of the divorce that this credit card will be closed and the debt therein will be split 50/50.**

Person to provide creditor divorce decree: **Janelle Anna Pack**

b. Credit Card: **PayPal Credit Card**

Credit Card Number: **Not Available**

Amount owed on debt: **\$991.00**

Credit Card Owner: **Janelle Anna Pack and Robbie J. Pack**

The debt will be paid as follows: **The parties agree at the time of the divorce that this credit card will be closed and the debt therein will be split 50/50.**

Person to provide creditor divorce decree: **Janelle Anna Pack**

Other debt

c. Debt owed to: **Whole Life Insurance**

Street: **Not Available**

City, State, Zip: **Not Available**

Description of debt: **Loan - Janelle Policy Owner**

Amount owed on debt: **\$20,000.00**

The debt will be paid as follows: **The parties agree at the time of the divorce that this loan against Janelle's life insurance policy, the calculated value of the loan and debt to be split 50/50.**

Person to provide creditor divorce decree: **Janelle Anna Pack**

Real property

40. The parties acquired the following real property during the marriage:

a. **Primary Home:**

- i. Address: **8644 Kings Hill Drive, Cottonwood Heights, Utah 84121;**
- ii. Tax Identification Number: **28-01-101-028;**
- iii. Legal description: **28-01-101-028.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **PHH**

Address: **P.O Box 5452 Mount Laurel, NJ 08054-5452**

Amount Owed: **\$370,000.00**

Monthly Payment: **\$1,950**

Robbie J. Pack will pay this mortgage after the divorce.

Robbie J. Pack will provide a copy of the divorce decree to the lender.

b. This property will be divided as follows:

The parties agree at the time of the divorce that Robbie will remain in the home. The parties agree at the time of the divorce that Robbie will be responsible 100% for all costs associated with the home, to include but not limited to the mortgage payment, interest, insurance, taxes, maintenance and utilities. The parties agree at the time of the

divorce that Robbie will have 12 months from the date of the divorce in order to refinance or sell the home in order to remove Janelle from the mortgage and deed. The parties agree that at the time the home is refinanced or sold that Janelle will receive 50% of the equity proceeds after the selling costs, refinance expenses of the sale or refinance are deducted, at the time the home sells or is refinanced. The parties agree at the time of the divorce that in the event that Robbie is unable to refinance the home, and for the period of time that Janelle remains on the mortgage and deed, that if Robbie misses a payment or is late with a payment, that at Janelle's discretion and in order to protect her credit that she may make the payment on behalf of Robbie, or sell the home. The parties agree that in the event that Janelle has to make a payment on Robbie's behalf in order to protect her credit that she will be reimbursed for that payment at the time the home is sold or refinanced, from Robbie's equity portion.

41. The parties acquired the following real property during the marriage:

a. Rental Property :

- i. **Address: 1921 La Cresta Drive, Cottonwood Heights, Utah 84121;**
- ii. **Tax Identification Number: 22-21-432-028;**
- iii. **Legal description: 22-21-432-028.**
- iv. **Mortgage information and payments:**

This mortgage is: First Mortgage

Lender: Wells Fargo

Address: P.O. Box 10335 Des Moines, IA 50306-0335

Amount Owed: \$150,000.00

Monthly Payment: \$1,200

Janelle Anna Pack will pay this mortgage after the divorce.

Janelle Anna Pack will provide a copy of the divorce decree to the lender.

b. This property will be divided as follows:

The parties agree at the time of the divorce that this rental property will remain as joint investment property that the parties will maintain as 50/50 partners. The parties agree at the time of the divorce that they will split the costs, 50/50 associated with the home, to include but not limited to the mortgage payment, interest, insurance, taxes, maintenance and utilities. The parties agree at the time of the divorce that they will list and sell the home within 12 months from the date of the divorce. The parties agree that at the time the home is sold that

equity proceeds will be split 50/50 equally by both parties after the selling costs, and any tax liabilities are calculated and split 50/50, at the time the home sells.

Alimony

42. Neither party will pay alimony.

Retirement money – retirement accounts

43. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

- a. Company: **Fidelity Investments**
 - i. Account Type: **401K**
 - ii. Street: **Not Available**
City, State, Zip: **Not Available**
 - iii. Plan Administrator **Not Available**
 - iv. Account Number **Not Available**
 - v. This plan is in the name of **Janelle Anna Pack**
 - vi. Plan Value: **\$17,300.00**
 - vii. The entire account is awarded to **Janelle Anna Pack**.

Duty to sign documents

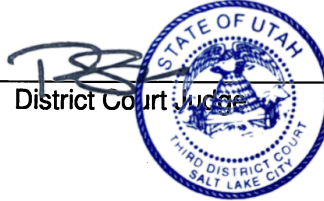
44. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

45. **Janelle Anna Pack** changed her name when the parties married. Her name will be **Janelle Anna Gibbs** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

DATED 09 December 2021



District Court Judge

DATED _____

District Court Commissioner

Robbie J. Pack

Robbie J. Pack

Approved as to Form

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree and Judgment on the following people.

Person's Name	Service Method	Service Address	Service Date
Robbie J. Pack Respondent	Mail	8644 South Kings Hill Drive Cottonwood Heights, UT 84121	09/22/2021

09/22/2021

Date

Sign here

Janelle Anna Pack

Janelle Anna Pack

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 214906356 by the method and on the date specified.

MAIL: JANELLE ANNA PACK 8644 SOUTH KINGS HILL DRIVE COTTONWOOD HEIGHTS, UT 84121

MAIL: ROBBIE J PACK 8644 SOUTH KINGS HILL DRIVE COTTONWOOD HEIGHTS, UT 84121

12/09/2021

/s/ NICOLE WATERBURY

Date: _____

Signature