

The Order of the Court is stated below:

Dated: September 12, 2022
09:09:12 PM

/s/ JAMES GARDNER
District Court Judge



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Attorney for Katherine Zavodni

IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY
SALT LAKE COUNTY, STATE OF UTAH

<p>IN THE MATTER OF THE MARRIAGE OF:</p> <p>KATHERINE ZAVODNI,</p> <p>and</p>	<p>DECREE OF DIVORCE</p>
<p>ZACHARY ZAVODNI.</p>	<p>Case No. 214906656</p> <p>Judge James Gardner</p> <p>Commissioner Michelle Tack</p>

Katherine Zavodni, through her attorney, Kent Cottam, and Zachary Zavodni, pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached, signed, and received by the Court on August 26, 2022. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Katherine Zavodni and Zachary Zavodni are hereby dissolved and Parties are hereby awarded a Decree of Divorce.

2. Children. There have been two (2) minor children born as issue of this marriage, to wit: M.Z., born 11/2009; and S.Z., born 1/2014.

Parenting Plan

3. Custody/Parent time. Katherine and Zachary shall be awarded joint physical and legal custody of their minor children. Parties shall both have access to medical records, school records, court records, and any other information or records concerning their children. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree, the parties shall seek advice from an expert in the disputed field. If the parties still cannot mutually agree after consulting with the expert, Katherine shall be the final decision-maker. Zachary may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Parties shall share equally mediation fees

incurred pursuant to this paragraph.

4. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

5. Parent-time with the minor children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, parent time shall be defined as outlined in Utah Code §30-3-35.1.

6. Holidays. The holidays shall be as Parties agree. If Parties cannot agree, the holidays shall be according to Utah Code §30-3-35.1 as follows:

Even Years	Odd Years	Holiday and Time
Katherine	Zachary	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday until delivering of the child to school on the day following the holiday.
Zachary	Katherine	President's Day 6 p.m. on the Friday before holiday until delivering of the child to school on the day following the holiday.
Katherine	Zachary	Spring Break from 6 p.m. on the day school lets out until delivering of the child to school on the day following the holiday.
Zachary	Katherine	Memorial Day on Friday at 6 p.m. until

		delivering of the child to school on the day following the holiday.
Katherine	Zachary	July 4th 6 p.m. day before holiday the day after at 6 p.m.
Zachary	Katherine	July 24th 6 p.m. the day before holiday to the day after as 6 p.m.
Katherine	Zachary	Labor Day 6 p.m. on Friday until delivering of the child to school on the day following the holiday.
Zachary	Katherine	Columbus Day 6 p.m. on day before holiday until delivering of the child to school on the day following the holiday.
Katherine	Zachary	U.E.A. Weekend 6p.m. on the day school lets out until delivering of the child to school on the day following the holiday.
Zachary	Katherine	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Katherine	Zachary	Veteran's Day 6 p.m. on day before holiday until delivering of the child to school on the day following the holiday.
Zachary	Katherine	Thanksgiving 7 p.m. on Wednesday until

		delivering of the child to school on the day following the holiday.
Katherine	Zachary	First Half of Christmas Vacation, including Christmas Eve and Christmas Day from when school is released until December 27 th at 7:00 pm
Zachary	Katherine	Second Half of Christmas Vacation, from December 27 th at 7:00 pm until delivering of the child to school on the day following the holiday.
Katherine	Zachary	The day before or after child's birthday 3 p.m. to 9 p.m.
Zachary	Katherine	Child's actual birthday 3 p.m. to 9 p.m.
Zachary	Zachary	9:00 a.m. to 7:00 p.m.
Katherine	Katherine	9:00 a.m. to 7:00 p.m.

7. Communication. The parties shall discuss all parenting concerns at any time needed and shall not use a third-party and/or their children to deliver messages.

8. Individual Responsibility for Children's Events. The parties shall actively follow the children's school updates, through app, email, text, or direct communication with the school. If either party learns of any school

programs, extracurricular activities and sporting events through means outside of app, email, text, or direct communication with the school that their children may be involved in, the parties shall communicate such information timely.

9. 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.

10. Transportation. The parties shall utilize school-to-school exchanges when possible. If school-to-school exchanges are not possible, the receiving parent shall provide the transportation unless otherwise mutually agreed upon.

11. Right of First Refusal: Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor Children over any other third party (i.e., surrogate care) if the parent responsible for Minor Children is not available for a period of four (4) hours or longer during parent- time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care.

12. Activities and other Expenses: While Parties are exercising joint physical custody, each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition, or extracurricular activities that Minor Children are involved in. While Parties are exercising joint physical custody, each Party shall be responsible for providing clothing, school supplies, personal hygiene and other necessities for Minor Children when Minor Children are in their care.

13. Childcare Expenses. Pursuant to Utah Code Annotated, Section 78B-12-212, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

a. Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of Parties in this case. If at any time Minor Children are covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

b. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid

by Parties.

c. 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 Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with subparagraphs C and D above

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Zachary shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Katherine shall

be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

h. According to Utah Code Annotated, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

14. Parent Time/Parenting Plan. The parties agree to adopt the advisory guidelines according to Utah Code §30-3-33 and shall follow the statute relating to parent time according to Utah Code §30-3-35.1 as outlined in paragraph 9 above.

Financial Items and Asset Distribution

15. Child Support. Child Support shall be calculated as according to Utah Code §78B-12-201 *et seq.* Katherine's gross monthly income is imputed at \$1,257.00 per month. Zachary's gross monthly income is \$36,333.00 per month. Based upon a joint custody worksheet, Zachary's child support obligation is \$3,460.00 per month.

a. Unless the Court orders otherwise, support for the minor child terminates at the time (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation,

whichever occurs later; or (2) a child marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

b. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

c. A parent may, at any time, petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

16. Child/Dependency Tax Credit. Parties shall alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

a. When there are two children, each Party shall be entitled to claim one child.

b. When there is one child, Katherine shall be entitled to claim the

minor child for even tax years and Zachary shall be entitled to claim the minor child for odd tax years.

c. The party paying child support must be current on all child-support payments by December 31st to claim the minor child on that year's taxes.

d. Either party shall have the option to exercise a buy-out of other party's exemptions, deductions, and credits if the requesting party pays for all accounting expenses and uses a third-party accountant to calculate the buy-out option. The requesting party shall pay other party the amount which he or she would have benefited from the dependency exemption to leave the other party tax neutral. The party requesting the buy-out provision shall request tax information by March 1st and shall decide by March 15th if a buy-out should occur.

17. Taxes: Parties shall file married, filing jointly for federal and state taxes for 2021. Any liability or refund shall be shared equally by the parties. Parties shall file separately for 2022.

18. Life Insurance: Zachary shall maintain a term and whole life insurance policy on his life, so long as such is available at reasonable cost or through his employer, in an amount of sufficient size to provide for a monthly income equal to child support payments ordered until the minor children all age out of child support. Zachary shall maintain in full force and effect this life insurance policy until child support obligation ordered terminates and all

child support arrearages have been paid in full. During such period, Zachary shall irrevocably designate the parties' minor children as beneficiaries on the life insurance and designate either the other Party or a trust as the trustee for the minor children. The value of Zachary's whole life insurance policy shall not be accessible to Katherine.

19. Debts and Obligations: During the course of the marriage, Parties did not acquire any debts and obligations.

a. If there are any other debts, the debt shall be the responsibility of Zachary.

b. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

c. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

d. As authorized by Utah Code Annotated, Section 30-3- 5(2)(c)(ii), Parties shall notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

e. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold-harmless clause shall apply to bankruptcy proceedings.

20. Real Property: During the course of the marriage, Parties acquired real property located at 1848 E. Herbert Avenue, Salt Lake City,

Utah 84108. Katherine shall be awarded sole possession and control of the home and shall be solely responsible for financial obligations regarding the real property with the exception of mortgage payments, which shall remain Zachary's financial obligation. Zachary's name shall remain on the title and home loan to avoid the increase in monthly mortgage payments that would result from Katherine refinancing to cash out Zachary's equity.

a. Zachary is entitled to 50% of the home equity that the parties share which amounts to \$475K, based on an appraisal value of \$2.19M in February 2022.

b. Because Zachary's name shall remain on the loan, Katherine shall not take out additional debt in the form of a line of credit on the home's value.

c. Katherine shall owe Zachary his portion of the home equity calculated at the time of divorce, offset by what he owes Katherine from current equity in the ambulatory surgery center outlined in paragraph 31 below. This value amounts to \$475,000 minus \$154,000, or \$321,000. Katherine shall pay Zachary \$321,000 under any of the following circumstances, whichever occurs first:

- i. Katherine sells the marital home, with the understanding that the house may not sell for the appraised value of \$2.19M;
- ii. both children graduate from college; or

iii. Katherine remarries or cohabitates.

d. If the house is sold in 2022 for a value greater than \$2.19M, Zachary shall be entitled to 50% of the equity over and above the \$475K outlined above.

21. Personal Property: During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

22. Parties shall be awarded vehicles as follows: (1) Katherine shall be awarded the 2017 Audi Q7 and (2) Zachary shall be awarded the Audi All Road. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within thirty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within thirty days, then the vehicle shall be immediately placed for sale.

23. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

24. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their

respective family.

25. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

26. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

27. Checking and Saving Accounts. Each party is awarded their individual checking/savings accounts. All joint accounts shall be equally divided and closed within 30 days.

28. Business Interest: The parties acquired equity in an ambulatory surgery center business interest and Katherine is entitled to 50% of the investment. The current shared equity is \$308,000.00. Therefore, Katherine's 50% share equals \$154,000.00. Zachary shall be entitled to 100% of the earnings that are derived directly from ambulatory surgery center without claim or interest of Katherine once the Decree of Divorce is signed.

29. Retirement Accounts: Katherine is entitled to 50% of the current value of Zachary's 401K, which is stipulated to be \$218,000.00. Katherine is entitled to \$109,000.00.

a. Parties shall obtain a QDRO(s) within thirty days of entry of the Decree of Divorce to facilitate this award.

b. Parties shall divide the cost of the QDRO(s) evenly.

30. Alimony: Zachary shall pay Katherine \$9,040.00 per month as alimony for fifteen (15) years, commencing July 2022. Monthly alimony shall end in June 2038 unless Katherine cohabitates, Katherine remarries, or Katherine dies.

a. If Zachary gets remarried and elects to file personal income taxes jointly with his new spouse, Katherine's alimony shall be increased by \$1,250.00 per month starting in January of the year for which the new tax filing status applies. Therefore, Katherine's new alimony would be \$10,290.

Miscellanea

31. Until the oldest minor child emancipates, Zachary's total child support and alimony monthly obligation herein total \$12,500, or in the event of Zachary's remarriage and subsequent change in tax filing status to "married filing jointly," \$13,750.

32. Parties shall reside within twenty-five (25) miles until parties' youngest child graduates high school.

33. Maiden Name: Katherine shall have her maiden/former name Lambeth restored if she so desires.

34. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

35. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

36. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

37. Parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both Parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury.

38. If any term, paragraph, or provision of the Stipulation is held invalid or unenforceable for any reason, the remainder of the Stipulation shall continue in full force and effect.

39. Each Party understands how this action affects their legal interest. Each Party entered into the Stipulation after being fully advised by legal counsel or after each Party acknowledges they have had an opportunity to consult with legal counsel prior to the execution of this Stipulation if desired.

40. The Stipulation is entire and complete and embodies all understandings and agreements between Parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. Parties are aware they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. Parties are satisfied the Stipulation is fair and

reasonable. There are no questions Parties have to ask or unresolved issues that need to be addressed. All issues either Party wishes to raise have been incorporated in the Stipulation.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

Approved as to form and content:

/s/ Zachary Zavodni
Signed by Kent Cottam
With permission by Zachary Zavodni

Zachary Zavodni

CERTIFICATE OF DELIVERY

I hereby certify on 9 September 2022 I caused to be served a true and correct copy of the foregoing by electronic mail, addressed to the following:

Katherine Zavodni : katherine.zavodni@gmail.com

Zachary Zavodni : zacharyzavodni@gmail.com

/s/ Kent Cottam
Kent Cottam
Attorney to Katherine Zavodni