

The Order of the Court is stated below:

Dated: September 07, 2023
02:39:04 PM

/s/ MICHAEL D. DIREDA
District Court Judge



Ron D. Wilkinson (5558)
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Attorney for Wade Anthony Berrier

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

<p>IN THE MATTER OF THE MARRIAGE OF:</p> <p>CHERYL RENA E BERRIER, Petitioner,</p> <p>and</p> <p>WADE ANTHONY BERRIER, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No.: 224700239 Judge: Michael D. Direda Commissioner: Julie Winkler</p>
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Cheryl Renae Berrier, by and through counsel David T. Holman, and Wade Anthony Berrier, by and through counsel, Ron D. Wilkinson, have entered into a Stipulation in this matter. The Court, having made its Findings of Fact and Conclusions of Law, orders as follows:

- Decree of Divorce:** The bonds of matrimony and marriage contract between the parties are, hereby, dissolved, and the parties are, hereby, awarded a Decree of Divorce based on irreconcilable differences to become absolute and final upon entry of the court.
- Children.** The following are minor children of the parties.

1. Name	2. Month/Year of Birth
3. M.B. (age 17)	4. May

		2005		
5.	E.B. (age 15)		6.	May
		2007		
7.	A.B. (age 12)		8.	May
		2010		
9.	C.B. (age 9)		10.	Septemb
		er 2013		

PARENTING PLAN

3. 1Custody/Parent time. The parties are, hereby, awarded joint physical and custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties’ reasonable rights of parent time shall be defined as set forth herein:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	DAD	DAD	DAD	DAD	DAD	DAD	DAD
Week 2	MOM	MOM	MOM	MOM	MOM	MOM	MOM

a. The parties shall have 50/50 custody such that each parent receives parent-time on a one-week rotation with the exchange occurring on Mondays with drop off to school or 9 a.m. if school is not in session.

b. The parties currently have the children on various schedules. The parties shall use Amy Williamson, the current assigned Guardian Ad Litem, to help transition all of the children, with the goal of 50/50 parent-time. Both parties shall use best efforts to facilitate this transition, realizing that for the next few months as they begin the process of therapy, patience will be requested.

Neither party shall directly coerce or physically force a child to go for parent-time with the other party, but rather, shall address parent-time issues with the therapist, PGAL, and/or the Court. The parties shall make best efforts utilize any available appointments offered by Heidi Malloy (or other selected

therapists). The parties shall make therapy an important priority. The parties shall follow the justifiable recommendations of the PGAL for parent-time schedules. The parties shall equally share the cost of the PGAL. The PGAL shall be released upon the mutual agreement of the parties or until therapy has been deemed successful, as determined by the therapist and the PGAL. If either party disagrees with the recommendations of the PGAL or therapist, the matter can be addressed by the court.

4. Notification of Extended Time. The parties shall have extended parent-time during the months the children are free from school in the summer of 14-consecutative days. Neither party may “bootstrap” or otherwise exercise any combination of parent-time and extended parent-time in an attempt to exercise a period longer than 14 continuous days, and the parties shall make reasonable adjustments to the regular parent-time schedule to accommodate this restriction. Holidays shall have precedence over extended parent-time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. The Father shall have first choice of extended time in odd numbered years and the Mother shall have first choice of extended time in even numbered years. If notification is not provided timely, the complying parent may determine the schedule for extended parent-time for the non-complying parent.

5. Holiday. The holidays shall be as the parties agree. If the parties cannot agree, the holidays shall be according to Utah Code Annotated §30-3-35.1 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	U.E.A. Weekend after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Christmas Vacation , beginning December 27 at 7 p.m. and ending the day school resumes with drop off to school
Mother	Father	The day before or after children's birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session
Father	Mother	Children's actual birthday from after school or 9 a.m. if school is not in session until the next morning with drop off to school or 9 a.m. if school is not in session
Father	Father	Father's Day the day before the holiday at 7 p.m. to the day after at 9 a.m.
Mother	Mother	Mother's Day the day before the holiday at 7 p.m. to the day after with drop off to school

6. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the children's school, church, and other records and shall include the other party as the parent on such records. 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 regarding the children, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate before court intervention. 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.

a. Medical.

i. The parties shall continue to use Dr. Jason Hoagland as the pediatrician for the children for major care and the clinic from Father's insurance for minor care. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor or present the matter to the court.

ii. Emergency and sick care shall be attended immediately by the parent who is exercising the parent-time. The parent shall notify the other parent within 30 minutes for emergency or same day care and within 24 hours for any regular medical or dental appointment, and the parent who has the parent-time shall attend the appointment. If it is emergency care, both parents shall be able to attend the care.

b. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party shall elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

c. Educational Plan. The children shall continue to attend Canyon Creek Elementary School, Farmington Junior High School, and Farmington High School, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

d. Religion: The children, at their option, may have ordinances for the Church of Jesus Christ of Latter-day Saints, and all other ordinances shall be performed at the customary age. The ordinances shall be performed by the Father if he is deemed worthy by his ecclesiastical leader. Both parties shall be able to attend the ordinances or other special religious events. The parents shall give written consent for ordinances to the ecclesiastical leader within 7 days of request. The parties shall attend religious services with the children on their own respective parent-time as the parent chooses. Other than for an ordinance for a child or a special event for the children (i.e. primary program, talk, setting part etc.), neither parent shall attend the ward of the other and a 24-notice shall be given if the a parent will attend the ward of the other parent.

e. Therapy. M.B. and E.B. shall continue to attend therapy until released by the therapist or mutually agreed upon by the parties. The therapist shall continue to be Heidi Malloy except as otherwise designated herein. The parties shall participate in therapy as recommended by the therapist. The parties shall use the marital amount of the HSA to pay for the therapist. Any

additional cost for this therapist shall be paid by Father. Father shall have the option of changing therapists to one who is covered by his insurance plan.

f. The parties shall follow the reasonable recommendations of the children's therapist.

7. **Communication**. The parties shall utilize the coparenting app "AppClose" for all substantive communication regarding the children and maintaining an online calendar. The parties shall use phone or text contact for emergencies or changes on the day of the exchange. Both parties shall have the ability to edit the calendar. Both parties shall list the important events of the children on the calendar, which shall constitute the notice requirement as designated herein.

8. **Telephone and Virtual Contact with Children**. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration currently defined as Tuesday and Thursday from 6:00 p.m. to 6:30 p.m. The children shall be able to contact the parents at any time.

9. **Travel**. When the children travel with either parent out of the State, all of the following shall be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;

c. Places where the children or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

10. Passports. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties, and consent shall not be unreasonably withheld.

11. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

12. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, 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.

13. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent.

Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a

way that promotes their best interest and their relationship with the other parent.

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

c. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any child's activity.

d. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' residence except for child exchanges without written permission from the other party.

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

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty

to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

14. First Right of Refusal. Each parent shall have first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the children when the parent is available and in town shall not trigger the first right of refusal.

15. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

16. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the AppClose Calendar within 24 hours of receiving the calendar or any change.

17. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

18. Transportation for the Children. The parties shall utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the parties shall attempt to utilize the bike trail that connects their two homes. If the bike trail is not feasible, the exchange shall occur at the police station unless otherwise directed by the PGAL.

19. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent shall be with the children by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

20. Child Support. Child Support shall be calculated as according to Utah Code Annotated §78B-12-201 *et seq.* The Mother's gross monthly imputed income is \$3,500 per month. The Father's gross monthly income is \$16,500 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The Father's child support obligation shall be \$1,056 per month. Child support shall commence November 1, 2022. When the oldest graduates, the child support shall change to \$947 per month. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (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 dies, 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.

21. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212.

a. 3Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 4Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 5The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

22. Childcare Expenses. Given the ages of the children, no childcare expenses are anticipated.

23. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor children as follows:

a. While there are four minor children, the parties shall each receive two children each as a dependency exemption/tax credit. Mother shall claim the oldest children and Father shall claim the youngest children.

b. While there are three minor children, the parties shall alternate the dependency exemption/tax credit for the minor children. The Mother shall claim 2 oldest children in odd-numbered tax years and the oldest child for

even-numbered tax years and the Father shall claim 2 youngest children in even-numbered years and youngest child for odd-numbered tax years.

c. While there are two minor children, the parties shall each receive one child as a dependency exemption/tax credit. Mother shall claim the oldest child and Father shall claim the youngest child.

d. When there is only one minor child, the parties shall alternate the dependency exemption/tax credit for the minor child. The Mother shall claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Father shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

e. The Father shall claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

24. Taxes. The parties shall file joint tax returns for 2022. The Decree shall be effectuated in January 2023. The parties shall equally share in any cost of preparation of taxes. The parties shall equally share the tax refund. If there is a tax liability, the apportionment is reserved.

25. Real Property. The marital property located at 1456 West Brahma Farmington, Utah is, hereby, awarded to the Mother with all debts and liabilities commencing on November 1, 2022. The Mother shall hold the other party harmless on all debts and liabilities associated with the home. The Mother shall refinance the home by June 15, 2025. In the event that the refinance does not occur, the parties shall immediately put

the home for sale. Upon refinance or the sale of the home at a reasonable market value price, the Mother shall pay \$140,000 of equity in the home to the Father. Father shall return to Mother all keys, garage door openers and all other items related to the access of the home and shall be restrained from possessing any item that may access the home or directing the children to access the home on his behalf. Until the home is refinanced or sold, Father shall remain on title and have an equitable lien for all amounts owed to him under this agreement. As long as Father's name is on the mortgage, Father may elect to pay the mortgage as a deduction from his monthly support obligations. Father may claim the mortgage interest deduction until Mother refinances or sales the home.

26. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Sienna (including all keys)	Mother
Ford Fusion (including all keys)	Father

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

27. Credit Card Points. The parties shall equally share any rewards available on their credit card points as of October 12, 2022. It is anticipated that Cheryl's interest

in the credit card points shall be redeemed by way of gift cards, which shall be per her selection. Proof of credit card points shall be provided from Wade to Cheryl.

28. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Debts in Father's Name	Father
Debts in Mother's Name	Mother
October 2021 Ambulance bill	Paid from Bank Accounts Prior to Division

- a. **Accumulation of Debt:** Neither party shall incur any additional liability on joint credit cards.
- b. **Other Debts:** The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. **Delinquency in Payments:** If either party is obligated on a joint-secured debt, the payment of that debt shall remain current. In the event that a payment is not paid in a timely manner, the secured asset shall be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

29. Checking And Saving Accounts. The accounts shall be divided equally as of October 12, 2022 with Mother and Father each receiving approximately \$36,947.00 within 30 days of the date the Stipulation Agreement was signed.

30. Retirement Accounts. Given the considerations herein, each party is, hereby, awarded the retirement accounts in their own respective name and shall waive all claim to the other party's retirement.

31. Name. Mother shall have the option of restoring her name to "Bryner" or "Berrier-Bryner" should she so choose.

32. Alimony. The Father shall pay Mother the following alimony which shall be terminated by the receiving party's remarriage, cohabitation, or the death of either party. The alimony shall be \$3,044 and shall raise to \$3,153 when the oldest child graduates from high school. Alimony shall commence November 1, 2022 and end on January 31, 2033, unless previously terminated by a terminating factor listed herein

33. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

34. Digital Files/Photos. Each party shall provide the other an electronic copy of all family files and photos in their respective possession 60 days of the date the Stipulation is signed.

35. Attorney's Fees and Costs. Each party is, hereby, ordered to assume his or her own costs and attorney's fees incurred in this action.

****This Order is signed when electronically stamped and dated by the***

Court at the top of page one.*

Approved as to form:

David T. Holman, Attorney for Cheryl Renae Berrier

Emailed for approval on November 8, 2022

Approved as to form:

/s/ Amy Williamson_____

Amy Williamson, Guardian ad Litem

Permission to electronically sign provided November 9, 2022

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rules 6 and 7 of the Utah Rules of Civil Procedure, you are, hereby, notified that the foregoing order will be submitted to the Court for signature upon the expiration of seven (7) days from the date of this Notice, plus three (3) days if mailed. Any objection to the form of the order must be filed with the Court prior to that time.

DATED: November 8, 2022.

/s/ Ron D. Wilkinson_____
Ron D. Wilkinson, Attorney for Wade Berrier

CERTIFICATE OF SERVICE

I certify that on November 8, 2022, I caused a true and correct copy of the foregoing *Decree of Divorce* to be served on the following by the means indicated.

David T. Holman
dholman@holwalk.com
Attorney for Cheryl Renae Berrier

_____ E-Filing
_____ US Mail
 X E-Mail
_____ Fax
_____ Hand Delivery

Amy Williamson
Amy@canyonslaw.com
Guardian ad Litem

_____ E-Filing
_____ US Mail
 X E-Mail
_____ Fax
_____ Hand Delivery

/s/ SH_____