

The Order of the Court is stated below:

Dated: March 30, 2022
08:51:22 AM

/s/ DAVID J WILLIAMS
District Court Judge



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

APRIL MOSS,

Petitioner,

vs.

LORENZO MOSS

Respondent.

DECREE OF DIVORCE

Case No. 224700344

Judge Williams
Commissioner Wilson

The Parties signed a Stipulation and Agreement on the 24th day of February, 2022. The Court having reviewed the Petitioner’s Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Stipulation and Agreement on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

- 1. DECREE OF DIVORCE:** That the bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming final upon entry by the Court.

2. **JURISDICTION:** That each party is currently an actual resident of Davis County, State of Utah, and that each party had continuously maintained such residency for the three months preceding the commencement of this action. The Parties acknowledge the jurisdiction of this court and consent to the jurisdiction thereof.

3. **HOME STATE:** That, pursuant to Utah Code §78B-201(1)(a) and §78B-13-102(7), Utah is the Home State of the minor child who has resided in the State of Utah for more than six months and no other state has assumed jurisdiction over the minor child consistent with Utah Code.

4. **PENDING MATTERS:** That pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, there are no proceedings for custody, child support, parent-time, protective order, criminal matter, or delinquency case pending in regard to the minor child named herein filed or pending in any Utah State court or court of any other state.

5. **CUSTODY INTERESTS:** That neither party knows of a person, not a party to these proceedings, who has custody of the parties' minor child or who claims to have custody or parent-time rights with respect to the parties' minor child.

6. **MARRIAGE STATISTICS:** That Petitioner and Respondent were married on July 12, 2001, and are presently married.

7. **SEPARATION:** The parties are not yet separated, but it is anticipated that the parties will separate on or before June 1, 2022.

8. **GROUND:** That irreconcilable differences have arisen between them which render continuation of the marital relationship impossible.

9. PUBLIC ASSISTANCE: That neither party has applied for or received public assistance, as defined by Utah Code §62A-11-303(3), thus the State of Utah, Department of Social Services Office of Recovery Services need not be joined as a party to this action.

10. MILITARY SERVICE: That neither party is a member of any branch of the United States military service, or a guard, or reserve component of any branch of United States Military service.

11. MINOR CHILD: That there is one remaining minor child at issue, namely; JKM, born August 2005. No further children are expected.

12. CUSTODY: That during the course of the marriage, the parties have shared the care taking responsibilities for the child. That it is in the best interests of the minor child that the parties be awarded Joint Legal and Joint Physical Custody of the minor child and thereby sharing the rights, privileges, duties, and powers of a parent pursuant to §30-3-10.1(1) and §30-3-10.3 of the Utah Code.

13. The parties shall discuss all major decisions concerning the child, including but not limited to the child's education, health-care, religious upbringing, and general well-being. The parties shall attempt, in good-faith, to reach agreement. In the event that the parties are unable to reach an agreement concerning a final decision regarding the minor child, the parties agree to attend mediation prior to bringing the matter back before the court.

14. Further, the parties shall follow the Parenting Plan outlined herein.

15. PARENT-TIME: Parent-time shall be as the parties can agree; however, in the event that the parties cannot agree, parent-time shall be 50/50 between the parties. The parties recognize that JKM is 16.5 years old, drives his own car, and may ultimately choose to stay at one parent's house or the other when it is not that parent's designated parent-time. The parties will encourage JKM to evenly split time between both parents.

a. Parent time shall occur on a week-on-week-off basis, with exchanges occurring on Sunday evenings at 7:00 pm.

b. JKM has a vehicle and is able to provide his own transportation for parent-time. However, if JKM cannot provide his own transportation, the receiving parent shall provide transportation with pick-ups and drop-offs occurring at the parties' residences.

c. RELOCATION: Relocation shall be governed by Utah Code 30-3-37.

d. COMMUNICATION WITH MINOR CHILD: The child shall enjoy liberal and unfettered telephone contact with both parties. The parties shall encourage the child to call the other parent and the child shall have the right to communicate with the other parent whenever the child so desire.

e. TRAVEL: The parties shall follow Utah Code §30-3-36 and shall provide the following information to the other parent whenever traveling with the child away from their residence overnight:

i. Itinerary of travel dates;

ii. Destinations;

- iii. Places where the child or traveling parent can be reached;
- iv. Names and contact information of third parties who may have knowledge about how to contact the child.

16. PARENTING PLAN: In addition to the provisions herein, the parties shall adopt the following as a Parenting Plan pursuant to Utah Code §30-3-10.7 to §30-3-10.10:

a. PARENTING FUNCTIONS: The parties are responsible for those aspects of the parent-child relationship in which the parent makes decisions and performs functions necessary for the care and growth of the child including: a) maintaining a loving, stable, consistent, and nurturing relationship with the child; b) attending to the daily needs of the child, such as feeding, clothing, physical-care, grooming, supervision, health-care, day-care, and engaging in other activities which are appropriate to the developmental level of the child and that are within the social and economic circumstances of their particular family; c) attending to adequate education for the child, including remedial or other education essential to the best interest of the child; d) assisting the child in developing and maintaining appropriate interpersonal relationships; e) exercising appropriate judgment regarding the child's welfare, consistent with the child's developmental level and family social and economic circumstances; and f) providing for the financial support of the child.

b. PARENTING OBJECTIVES: The parties are responsible for: a) providing for the child's physical care; b) maintaining the child's emotional stability; c) providing for the

child's changing needs as the child grow and mature in a way that minimizes the need for future conflict resolution; d) setting forth the authority and responsibilities of each parent with respect to the child consistent with the provisions herein; e) minimizing the child's exposure to harmful parental conflict; f) meeting the responsibilities to their minor child through agreements rather than relying on judicial intervention where appropriate; and g) protecting the best interests of the child.

c. WELFARE PROVISIONS: It is in the best interests of the child to have a meaningful and quality relationship with each other and with each parent; therefore:

i. The parties shall respect each other's need for personal space and independence;

ii. The parties shall establish and present a "united-front" of parenting by supporting each other as parents and establish reasonable consistent rules, curfews and discipline philosophies that will foster a feeling of continuity and sense of security for the child as to homework, school, projects, activities, and motivation to work and succeed;

iii. The parties shall consult with each other if a child is experiencing school problems, emotional concerns, or other problems and shall share options and ideas for meeting the child's needs;

iv. The parties shall affirmatively support each other as parents and hold the other parent in high regard/esteem as a parent in their respective

conversations with the child throughout their lives and shall give the child permission to love each parent;

v. The parties shall make best efforts to make joint decisions regarding the child on significant issues, such as education, health care, extracurricular activities, and religion by focusing on the child's needs and best interests;

vi. The parties shall respect each other's parenting style, personal beliefs and values, to eliminate the emotional trauma and pain to the child that results from conflicts between the parents;

vii. The parties shall communicate with each other regarding the child and shall remain civil in all of their dealings;

viii. The parties shall accommodate the child's needs to have quality relationships with extended family members and shall facilitate the child's attendance at family functions;

ix. The parties shall be sensitive as to the needs and desires of the child in deciding how and when to introduce the child to a parent's new significant other;

x. The parties shall educate new romantic interests as to the parenting agreement and shall view the new romantic interests as additional sources of emotional support for the child, as opposed to competition;

xi. The parties shall share all school work, report cards, school pictures, and other information relating to the schooling and extra-curricular activities of the child;

xii. The parties shall take affirmative steps to share information regarding times and locations of all activities involving the child and both parties shall be allowed to attend;

xiii. The parties shall enable each other to have access to the child's school, medical, dental, and psychological records;

xiv. When a child is with a parent, that parent shall make the day-to-day decisions regarding the care and control of the that child and shall make emergency decisions regarding the health or safety of that child;

xv. In the event of an emergency each party shall be obligated to immediately inform the other parent of said emergency;

xvi. The parties shall not entertain non-relative over-night guest of the opposite sex while the minor child are in their custody and control;

xvii. The parties shall ensure the child have no access to sexually explicit, violent, or age inappropriate materials while in their custody and control;

xviii. The parties shall not allow the child to be in the presence of known drug users, persons otherwise participating in illegal activities, or persons exposing the child to age-inappropriate materials or behavior; and

xix. The parties shall not make harmful, insulting, or denigrating comments regarding the other party in the child's presence and shall remove the child from the presence of others so doing. Each party acknowledges that their own attitudes and behavior towards the other parent are likely to be mirrored by the child and each parent shall create an example of behavior that they themselves would have imposed upon the other parent.

17. Advisory Guidelines: Unless otherwise stated herein, the Advisory Guidelines outlined in §30-3-33 of the Utah Code shall apply and govern parent-time.

18. Failure to Comply: If a parent fails to comply with a provision of the parenting plan or child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

19. CHILD SUPPORT: That child support shall be calculated pursuant to Utah Code. Petitioner's is employed full-time Davis School District earning a gross monthly income of \$5,133. Respondent's is employed full-time at the Office of Inspector General for Tax Administration earning a gross monthly income of approximately \$7,055. Child support shall be calculated on the Joint Physical Custody Worksheet on a 50/50 basis with Petitioner being assigned 183 overnights and Respondent being assigned 182 overnights.

20. The child support obligation worksheet reflects that Respondent's child support obligation would ordinarily be \$104 per month. However, Respondent has agreed to an upward

deviation of child support. Accordingly, Respondent is ordered to pay child support in the amount of \$200 per month.

21. Unless the Court orders otherwise, support for the child terminates as follows: (1) the 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.

22. There are no child support arrears as of the end of February 2022.

23. Respondent's child support obligation begins March 1, 2022.

24. **HEALTH-CARE INSURANCE AND EXPENSE:** Health-care shall be governed by Utah Code, except as may be otherwise modified herein. As such:

a. Respondent agrees to provide a health insurance program for the minor child covering hospital, doctor, and medical expense incurred by the child. Respondent shall not receive any reimbursement for healthcare premiums for the minor child.

b. Petitioner may add the child to her health insurance if she so chooses. However, if she does so, Respondent's health care insurance plan shall remain the primary coverage for the dependent child. Petitioner's health care insurance plan, if any, shall be the secondary coverage for the dependent child. If a parent remarries and the dependent child is not covered by that parent's health care insurance plan but are covered by a step-parent's health care insurance plan, the 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 child.

c. Each of the parties should pay one-half of all reasonable and necessary uninsured health care expenses incurred for the parties' minor child and actually paid by either parent, including deductibles and co-payments.

d. A parent who incurs medical or dental expenses (other than premium costs) for the parties' minor child should provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of incurring such expense. Pursuant to §78B-12-212, Utah Code, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

e. The parent who obtains health care insurance for the parties' minor child should provide verification of coverage to the other parent. The parent obtaining the insurance should also notify the other parent of any change in insurance carrier, or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

25. **CHILD-CARE EXPENSES:** Given the age of the minor child, child care is not anticipated.

26. **MISCELLANEOUS CHILD EXPENSES:** That the parties should share equally all major expenses for the child, such as any school fees, sports costs, tutoring, field trips, and extra-curricular activities including fees, uniforms, equipment, etc., provided they both agree to the cost in writing, in advance. Other than necessary school fees, if the parties do not agree to an

activity or expense, a parent may still enroll the child; however, the enrolling parent is 100% responsible for the expense and shall not allow the activity to interrupt the other parent's parent-time.

27. Respondent shall be responsible to pay for the minor child's auto insurance.

28. **2021 TAXES:** If they have not already done so, the parties shall file their state and federal 2021 taxes jointly. Beginning in the 2022 tax year and thereafter, the parties shall file their taxes separately.

29. **TAX EXEMPTIONS:** Beginning in 2022 and thereafter, if available to do so, Respondent shall be permitted to claim the child for the purpose of filing federal and state taxes.

30. **ALIMONY:** Petitioner is in need of alimony and Respondent has the ability to pay alimony. Respondent shall pay Petitioner monthly alimony in the amount of \$400.

31. There are no alimony arrears as of the February 2022.

32. Respondent's alimony obligation shall begin March 1, 2022, and shall continue until any of the following occurs:

- a. Petitioner remarries;
- b. Petitioner cohabitates in a romantic relationship;
- c. Either party dies; or
- d. The parties sell the marital home as described herein and Petitioner receives the additional \$15,000 from Respondent's share of the equity. For the month in which the

home closes, Respondent's alimony obligation will be calculated on a pro rata basis from the date of closing of the home.

33. DEBTS: All debts, if any, shall be divided as follows:

A. SEPARATE DEBTS: Each party shall be responsible for the debts incurred in their own respective names.

B. JOINT DEBTS: The parties represent and warrant that there are no joint debts.

C. OTHER DEBTS: Each party will be solely responsible to pay any other debt he or she individually incurred and any debt he or she incurred post-separation.

D. INDEMNITY: Each party should indemnify and hold the other party harmless in all debts and obligations he or she is ordered to pay.

34. PERSONAL PROPERTY: That during the course of the marriage, the parties have acquired interests in personal property which should be divided as follows:

A. SEPARATE PROPERTY: Each shall be awarded as her or his sole and separate property all items of personal property that they enjoyed prior to the marriage, or which were separately gifted to or inherited by each party during the marriage.

B. PERSONAL EFFECTS: The parties shall be awarded their personal belongings and effects.

C. MARITAL PROPERTY: All marital property shall be divided equitably as the parties can agree. If the parties cannot agree as to the division of marital personal property, they shall return to mediation before seeking relief from the court;

D. AUTOMOBILES: Vehicles shall be awarded as follows:

i. Petitioner shall be awarded the passenger vehicle currently in her possession together with any equity or obligation associated therewith and shall indemnify and hold Respondent harmless therefrom; and

ii. Respondent shall be awarded the passenger vehicle currently in his possession together with any equity or obligation associated therewith and shall indemnify and hold Petitioner harmless therefrom.

iii. The parties shall cooperate in executing any necessary paperwork to do any of the following: transfer title/ownership; obtain insurance; ensure any loans are only in the name of the party to whom the passenger vehicle is awarded.

E. FINANCIAL ACCOUNTS: Financial accounts shall be divided as follows:

i. The parties are awarded the bank accounts currently in their own name.

ii. The parties represent they have one joint bank account which has historically been used to pay regular and recurring home expenses. The parties represent that this account is regularly used to pay off a credit card which is used for home expenses. While Respondent continues to reside at the marital home, the parties will continue to share all expenses related to the marital home and shall use the joint bank account for such expenses in the same method and manner as they have historically done during the marriage. Once Respondent moves out of

the marital home, any monies remaining in the joint bank account shall be divided evenly between the parties. The parties shall communicate regarding any funds withdrawn from the joint account. No monies shall be used unless agreed upon by the parties in writing.

iii. The Parties warrant that there are no other financial accounts.

35. RETIREMENT ACCOUNTS: During the course of the marriage, the parties have acquired interests in retirement accounts. Each party shall retain any and all retirement or other similar investment account in their own names free and clear of any claim by the other party.

36. LIFE INSURANCE: Each party shall be awarded the life insurance policy in his or her own name, if any.

37. REAL PROPERTY: That during the course of the marriage, the parties acquired an interest in the marital residence located at 1215 W. 2275 S., Syracuse, UT 84075. Petitioner is awarded possession of the marital residence until the property is sold, subject to Respondent's ability to temporarily reside there as further outlined herein. Ownership of the property shall remain as-is until the property is sold as outlined herein.

38. Respondent currently resides in the marital home and is actively seeking alternative housing for himself. Respondent shall continue to make best efforts to secure his own housing and shall move out as soon as practical. However, in no event shall Respondent remain in the marital home after May 31, 2022, unless otherwise mutually agreed-upon between the parties in

writing. As outlined above, Respondent shall share in the costs associated with the marital home while he still resides there.

39. Petitioner shall not be obligated to refinance the marital home.

40. The parties may mutually agree to sell the marital home at any time. However, the parties shall list the home for sale no later than August 31, 2023, with a mutually agreed-upon realtor. If the parties are unable to agree on a realtor, Respondent shall provide Petitioner with a list of five (5) approved realtors and Petitioner shall choose from Respondent's list. The parties will cooperate with one another in the sale of the home and shall follow the advice of the realtor in selling the home. The parties recognize that it is in both parties' best interests to maximize the value of the home and shall make best efforts to do so.

41. The parties agree there is considerable equity in the marital home.

42. Upon the sale of the marital home, the parties will divide any equity remaining after mortgage payoff, concessions, title fees, and other fees and costs, as follows:

- a.** All remaining equity shall be divided 50% for each party;
- b.** However, Petitioner shall receive an additional \$15,000 from Respondent's share of the equity as a one-time property settlement (for example, if there is \$300,000 in equity, Petitioner would receive \$165,000 and Respondent would receive \$135,000).
- c.** The title company handling the closing shall distribute the above-described equity payout directly to the parties.

43. CELL PHONE: Petitioner shall remain on Respondent's existing cell phone plan unless otherwise mutually agreed-upon by the parties in writing.

44. MUTUAL RESTRAINING ORDER: The parties agree that the following mutual restraints should apply:

a. The parties are mutually restrained from saying anything demeaning or derogatory about the other to, or in the presence of, the minor child and will remove any child from third parties engaging in such conduct.

b. The parties are mutually restrained from discussing the case with, or in the presence of, the minor child and will remove the child from third parties who engage in said conduct.

c. The parties are mutually restrained from using the minor child as a messenger or courier.

d. The parties are mutually restrained from bothering, harassing, annoying, threatening, or harming the other party.

e. The parties are mutually restrained from disparaging, alienating, or otherwise interfering with the other party's relationship with the minor child.

45. FULL DISCLOSURE: The parties stipulate, warrant and agree that they have not hidden any marital assets and have disclosed to each other all of their properties of any kind and wherever located.

46. DEFAULT: In the event that either party defaults in his/her obligations hereunder causing the non-defaulting party to seek relief from the Court in the enforcement of this decree, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees and court costs.

47. MAIDEN NAME: Petitioner shall be restored her maiden name, Shelton, if she so chooses.

48. DISPUTE RESOLUTION: The parties shall attempt in good-faith to resolve disputes by engaging in mediation, with an agreed upon mediator, prior to initiating legal action, with said mediation costs being shared equally the parties.

49. FULL AND COMPLETE SETTLEMENT: That the stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. Petitioner and Respondent are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. Petitioner and Respondent are satisfied that the Stipulation is fair and reasonable. There are no questions Petitioner and Respondent have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

50. CONTINUING JURISDICTION: That each party acknowledges jurisdiction of this Court and consents thereto and agrees that the court is entering judgment in accordance with the terms of the Stipulation.

51. EFFECTIVE DATE: The *Stipulation* became effective when signed by all parties.

END OF ORDER

THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

APPROVED AS TO FORM:

/s/ Lorenzo Moss*

Respondent

**signed by Dustin D. Gibb with permission received
from Lorenzo Moss via email on March 1, 2022 at 6:31 pm.*