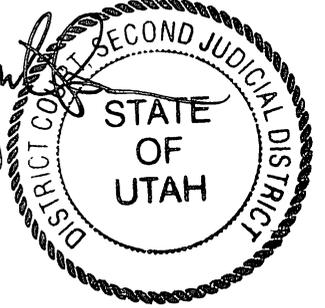


8/4/22
David Hamilton


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Pro Se Sariah Flores

IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR DAVIS COUNTY, STATE OF UTAH	
In the matter of the marriage of SARIAH L FLORES, Petitioner, and JOHN A FLORES III, Respondent.	DECREE OF DIVORCE Civil No.: 224700874 Judge: David Hamilton Commissioner: Julie Winkler

This matter comes before the Court based on the Stipulation and Settlement Agreement executed by both parties herein fully resolving all of the issues in the case. The Court, having previously entered its written Findings of Fact and Conclusions of Law,

NOW THEREFORE ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

The parties are hereby Granted a Decree of Divorce based on the following terms:

JURISDICTION AND GROUNDS

1. Petitioner is a bona fide resident of Davis County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this divorce action.

2. **Jurisdiction.** This Court's exercise of jurisdiction is proper under, among other authorities, U.C.A. §78A-5-102 (general jurisdiction of district courts), U.C.A. §30-3-1 (general authority of district courts respecting divorce actions), U.C.A. §78B-14-101 et seq. (the Uniform Interstate Family Support Act ("UIFSA")), and UC.A. §78B-13-101 et seq. (the Uniform Children Custody **Jurisdiction & Enforcement Act ("UCCJEA")**)).

3. **Marriage.** The parties were married on June 8, 2013, in North Logan, Cache County, Utah, and are presently married.

4. **Grounds.** During the course of the marriage, the parties have experienced difficulties that cannot be reconciled. These difficulties have prevented the parties from continuing a viable marriage relationship.

5. **Children.** The parties have two (2) minor children of their relationship, namely:
- a. John A Flores IV, born in March of 2014; and
 - b. Grace Lynn Flores, born in June of 2017

6. **Children's Residency.** The parties' minor children resided in the State of Utah for at least six (6) months immediately prior to the filing of this action and Utah is the home state for the children.

7. **Other Proceedings.** Pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, other than this divorce action, the parties are unaware of any proceedings for custody, child support, parent-time, a protective order, or a criminal or delinquency case pending in regard to the above-named children filed or pending in a court of Utah or any other state.

8. Neither party knows of a person who is not a party to this proceeding who has physical custody of the children or who claims to have custody or parent-time rights with respect to the children.

9. The parties acknowledge that their joint-parenting relationship shall continue for many years, and it is in the best interest of their children to have a meaningful and quality relationship with both parents. In furtherance of that goal, the parties shall live by the *Parenting Plan* included herein.

PARENTING PLAN

10. **Legal Custody.** The parents shall share “joint legal custody” and co-parenting of the minor children.

11. **Physical Custody.** The parents shall share “joint physical custody” and co-parenting of the minor children.

12. **Parent-time.** Sariah Flores will have 200 overnights and John Flores III will have 165 overnights with the minor children.

13. Each parent shall make the day-to-day decisions concerning the minor children while the minor children are in the care of such parent. All other decisions concerning the minor children shall be discussed by both parents.

14. The parties have an unusual working relationship and friendship. They will cooperate in the best interest of the children in making mutual decisions regarding the children.

15. If the parties have an issue they cannot resolve together, they will meet with a mediator or counselor to resolve the matter.

16. Each party shall have the right to treat the children for emergency medical needs. Each party shall have absolute and complete access to all educational and medical records of the children. Each party shall be listed as a parent for the purposes of school contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities, and other contact information that allows the other parent to participate in the children's lives. Both parents shall provide notice to the other parent of issues relating to any illness, accident, or other circumstance that affects the children's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party shall be notified of significant activities of the children, whether related to education, sports, arts, extra-curricular activities, church, or other activities or events in which the children participate, so that both parents may attend or participate if otherwise not prohibited by court orders or the binding agreement of the parties.

17. The parties will meet once every month at least a week before the next month begins to set a schedule for the coming month.

18. The parties are committed to providing the best possible environment for their children. They agree not to speak in a disparaging way about the other parent within hearing distance of the children. They also agree to encourage all family members and friends to never speak negatively about the other parent.

19. The parties agree that they will list all the activities the children have in school and outside of school on a calendar both parents and children can see. The parties agree that

both parents shall be able to participate together in all such activities. For example, school events, parent-teacher conferences, soccer or other sports activities, and dance or other recitals.

20. **Extra-Curricular Activities.** The parties will each have an opportunity to choose what extra-curricular activities the children will be involved in. They have agreed to support those activities by making sure the children attends practices and performances and will share the cost equally.

21. If the parents disagree about an activity, the parent who feels strongly about the child participating can pay the entire cost. However, both parents will agree to support taking the child to practices and games or performances even if it occurs during their parent-time.

22. The parties have agreed to be flexible with one another and allow for each to add planned events even if it means changing the schedule.

23. Sariah and John agree that transitions are difficult, especially for young children, and will take the time to focus on the kids during transition time, listen to the children when they return from being with the other parent, and most importantly, talk with one another about any concerns or even observations they each have.

24. If either parent has serious concerns about the behavior of their children, they will first talk with one another and determine a course of action they both agree upon. If the parties agree that counseling would be a good option, they will choose the counselor together and both parents will be involved in attending the therapy and meeting with the therapist.

25. **Childcare.** Currently, Sariah is paying \$600 per week for childcare services. However, her current employer is paying for the majority of the expenses so the parties will not share this cost. Should Sariah’s situation change in the future, the parties will share the cost of childcare services equally.

26. **Right of First Refusal.** The parties have agreed to honor the “Right of First Refusal.” This means that if the parent with parent-time is unable to be with the children for four hours or more of their time, they will contact the other parent with as much notice as possible to see if they are able to pick up and stay with the children. The parent taking the extra time is responsible for the pick-up and the drop-off of the children. If the other parent is not available then a grandparent, sibling or babysitter is an acceptable alternative.

27. **Transportation.** Each parent will be responsible for transportation one way. Generally, the parent who is starting their parent-time will pick up the children.

28. **Parent-Time/Visitation.** The parties have agreed to the following parent-time schedule:

MON	TUES	WED	THURS	FRI	SAT	SUN
MOM	MOM	MOM/ DAD	MOM/ DAD	MOM/ DAD	DAD	DAD/ MOM
MOM	MOM	MOM/ DAD	MOM/ DAD	MOM	MOM	MOM
MOM	MOM	MOM/ DAD	MOM/ DAD	MOM/ DAD	DAD	DAD/ MOM
MOM	MOM	MOM/ DAD	MOM/ DAD	MOM	MOM	MOM

29. Sariah will be the primary custodial parent with John having liberal parent time including 165 days per year. The parties are living close to one another and have an excellent working relationship which will give their children the ultimate opportunity to spend quality time with both parents.

30. **Summer Parent-Time.** In the summer, both parents will be able to plan vacations. In even years, John will notify Sariah by June 1st of his plans for vacations or extra time with the children. In odd years, Sariah will first choose the weeks she will want to take vacations or have extra time with the kids.

31. **Notification of Extended Time.** Both parents are entitled to two weeks of uninterrupted time with the children to allow for vacations and other activities. Both parents are also entitled to the second period of extended parent-time for a total of 4 possible weeks. In the second extended parent time, the children would see the other parent on a weekday visit or weekday overnight and one weekend of parent-time. Any variations can be worked out by the parents talking over what the children are ready for and agreeing upon a summer schedule.

32. The parents are also entitled to speak with the children when they are with the other parent. The parties can create a schedule for calling. A general guideline would be two calls each week for approximately 10-15 minutes.

33. **Child Support.** Child support shall begin the month following the entry of the Decree of Divorce.

34. Pursuant to U.C.A. §78B-12-203, Sariah's gross monthly income for child support purposes is \$6,666.00.

35. Pursuant to U.C.A. §78B-12-203, John's gross monthly income for child support purposes is \$11,576.67.

36. John Flores shall pay Sariah Flores child support in the amount of \$685.00 monthly. He will pay \$345 on the 5th day of each month and \$340 on the 20th day of the month.

37. The parties will each notify the other within 30 days of any change in their income and agree to make minor changes to child support by mutual agreement.

38. Pursuant to Utah Code Ann. §78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount ordered does not deviate from the child support guidelines.

39. Pursuant to Utah Code Ann. §78B-12-210(9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others; and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary

nature.

40. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected year 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 in accordance with U.C.A. §78A-6-801.

41. At the time a child is no longer eligible to receive child support, the child support amount for the remaining child who is eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for that child. This shall be done by using the appropriate calculation and worksheet pursuant to U.C.A. §78B-12-202 *et seq.*

42. **Health and Dental Insurance.** Both parties currently have health insurance. John's insurance will be the primary coverage and Sariah's insurance will be the secondary insurance.

43. Since both parties are carrying insurance for the children, neither will pay part of the other's premium.

44. The parties will share all healthcare costs not covered by insurance equally including reasonable medical or dental costs. The party who pays healthcare expenses must provide the other party with written verification of the cost and payment within 30 days. This may be sent by email as set forth in Utah Code Ann. § 78B-12-212(3).

45. If a party does not provide written notification, they may not be able to recover the other party's share of the expenses.

46. The parties have agreed that they will each have one deduction for tax purposes with Sariah having the minor daughter and John having the minor son. If only one child can be claimed, the parties will trade every other year with Sariah having odd years and John having even years.

47. The parties have been paying into an Education Fund for their children. They will continue to contribute monthly to this account in the amount of \$330 each as is possible. (Parenting plan attached) s apply unless the Parties determine the reverse is most cost-effective and so agree in writing.

PROPERTY

48. **Real Property.** The Parties have acquired a marital home located at 251 Springridge Drive in North Salt Lake City, Utah 84054.

49. John shall be awarded the sole use, ownership, and possession of the home and all right, title, and interest in the home, free and clear of any claim by Sariah. John will assume and pay all remaining indebtedness on the home, including mortgages, taxes, liens, and encumbrances and hold Sariah harmless therefrom.

50. The home was appraised on March 22, 2022, for \$825,000, and on March 23, 2022, for \$808,00 by two separate certified appraisers. The parties determined the value of the home to be \$816,500 or the difference between the two appraisals. The current mortgage is \$405,630 leaving \$413,870 in equity.

- a. John has refinanced the home and paid Sariah \$206,905.
- b. Sariah has signed and filed a quit-claim deed on this residence.

- c. Sariah is currently living at 919 E. Milbrook Wy. in Bountiful, Utah 84010.
- d. Due to the close location of both parents to Boulton Elementary and because their minor son has been attending this school and their minor daughter will start to attend this coming year, they agree that Boulton Elementary is the best choice for the children's schooling.

51. **Personal Property.** The Parties' personal property has been divided and shall remain as it has been divided.

52. **Vehicles.** The Parties acquired vehicles during the course of the marriage. The vehicles have already been divided and shall remain as follows:

<i>Vehicle Description</i>	<i>Current Value</i>	<i>Awarded to:</i>
2019 Honda Pilot	\$31,000	Sariah
2017 Hyundai Elantra	\$15,000	John

- a. Both parties own their vehicles outright and each shall maintain, their own vehicle covering any and all expenses for their vehicles, including insurance.

53. **Alimony.** Neither party is seeking alimony.

54. **Bank Accounts.** The parties' bank accounts are as follows:

- a. Account ending in 4655 at America First Credit Union Currently in the name of Sariah L. Flores with a 00 balance.
- b. Account ending in 9302 at America First Credit Union. Currently in the name of Sariah & John Flores with a fluctuating balance between \$500- \$5,000 for monthly expenses.

55. **Stock, Bond, Securities, or Money Market Funds.** The parties will equally divide accounts. They currently include the following:

- a. Charles Schwab, account ending in 2527, in the name of John in the

approximate amount of \$853.00.

b. "Crypto" in the name of John in the approximate amount of \$5,937.00

56. **Retirement Accounts.** Accounts will be divided equally by the parties. They currently include the following:

a. American Funds (Roth IRA) account ending in 4059, in the name of Sariah Flores in the current amount of \$12,030.00. The Plan administrator is Chris Cook.

b. American Funds (Roth IRA) account ending in 1757 in the name of John with a current amount of \$29,350.00.00. The Plan Administrator is Chris Cook.

c. URS, 401k with the State of Utah in the name of John in the amount of \$177,182.00

57. Based on the most recent data available, John shall pay to Sariah \$93,293.00.00 from his URS retirement account as soon as a QDRO can be completed to equal one-half of the parties' assets, and retirement accounts as shown in the chart below:

ACCOUNT	HELD BY	AMOUNT
Charles Schwab	Sariah	\$ 853.00
Roth IRA	Sariah	\$12,030.00
Roth IRA	John	\$29,350.00
Crypto	John	\$5,937.00
URS	John	\$177,182.00
Cars	Both	\$15,000.00

58. John's total is \$212,469.00. Sariah's total is 25,883.00. This difference in their retirement earnings and personal assets equals \$186,586.00 making Sariah's portion \$93,293.00.

59. **Debts.** The parties currently have the following debts:

a. A mortgage loan on the marital residence in the amount of \$405,630 with a payment of \$2,592 per month. This entire debt and payment will be assumed by John.

b. John has a student loan in the amount of \$69,232.00 to be paid to Fedloan Servicing. This loan is his responsibility.

60. **Life Insurance Policies.** The Parties will each be awarded the life insurance policies in their own name and be solely responsible for the monthly payments on said policies. The Parties will maintain one another as beneficiaries until both of their children reach the age of 18. This life insurance will ensure that the children will be cared for. Sariah currently has \$500,000 in term life insurance and John has \$1,000,000 in term life insurance.

61. **Maiden Name.** Sariah shall be restored to the use of her formal legal name, should she so choose.

IT IS SO ORDERED.

*****THIS DOCUMENT SHALL BECOME EFFECTIVE WHEN ELECTRONICALLY SIGNED BY THE COURT ON THE FIRST PAGE HEREIN*****

APPROVED BY:

/s/ John A. Flores
JOHN A. FLORES III
Respondent

CERTIFICATE OF SERVICE

I hereby certify that on July 7, 2022, I caused a true and correct copy of the foregoing
(Proposed) **DECREE OF DIVORCE** to the following:

John Flores
Jflo928@gmail.com

Respondent

/s/ Sariah L. Flores
SARIAH L. FLORES
Petitioner