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

TRAVIS H. SHAW,

Petitioner,

vs.

LAURA J. SHAW,

Respondent.

**STIPULATION AND SETTLEMENT
AGREEMENT**

Civil No. 224900495

Judge: Joseph Bean
Commissioner: Catherine Conklin

WHEREAS the parties have separated and Petitioner has filed a Petition for Divorce;
AND WHEREAS the parties hereto are desirous of reaching a complete and final
settlement in regards to their pending divorce.

NOW THEREFORE, the parties do hereby stipulate and agree as hereinafter set forth:

PARTIES

1. Petitioner is a resident of Weber County, State of Utah, and has so resided for at least three (3) months immediately preceding filing of this action.
2. The parties are husband and wife, having been married on May 25, 2005 in Salt Lake City, Salt Lake County, Utah. The parties separated in January, 2022.

3. The parties have three minor child that was born as issue of their marriage, to wit., R.H.S. born July 12, 2006; J.G.S. born March 3, 2009; G.L.S. born December 27, 2010. *No other children are expected, and the Respondent is not now pregnant.*

JURISDICTION AND VENUE

4. The above-entitled court has jurisdiction over the subject matter of this action, pursuant to Utah Code Annotated §78B-3-205.

5. The above-entitled court has personal jurisdiction over both Petitioner and Respondent, pursuant to Utah Code Annotated §30-3-1(2), as Petitioner is a bona fide resident of Davis County, State of Utah for at least three months prior to the commencement of this action.

6. Venue is properly laid in the above-entitled court, pursuant to Utah Code Annotated §§ 30-3-1(2) and 78B-3-307.

GROUND

7. During the course of their marriage the parties encountered irreconcilable differences making the continuation of their marriage relationship impossible.

8. The parties' attempts at reconciliation have been unsuccessful, and no expectation exists that the parties shall resume a meaningful marital relationship.

9. Father should be granted a divorce from Mother on the grounds of irreconcilable differences, to become final upon entry by the court and the Clerk of the Court.

CUSTODY, PARENT TIME AND CHILD SUPPORT

10. The parties should be awarded joint legal custody of the minor children.

11. Father should be awarded primary physical custody of the minor children.

12. Mother is awarded standard parent time with the minor children pursuant to Utah Code Ann. Section 30-3-35. Mother's midweek parent time shall be from after school or at 6:00 p.m. on Wednesday until 8:30 p.m. Mother shall have parent time every other weekend from 6:00 p.m. on Friday until Sunday night at 7:00 p.m.

13. Mother shall be entitled to exercise her parent time with the minor children at the marital residence from November 1, 2022 until such time as the marital home is refinanced or sold, or either party remarries, whichever occurs first.

14. The parties will recognize the preferences of the minor children with regard to overnight parent time.

15. Should either party be out of town or otherwise unavailable to care for the children overnight, they shall be required to notify each other, and the parties shall have a first right of refusal to care for the minor children overnight or as necessary at the marital home.

16. The parties should be awarded holiday parent time pursuant to Utah Code Section 30-3-35. Holiday parent time shall also be exercised at the marital home, at the discretion of the party exercising parent time with one week advanced notice.

17. Holiday parent time shall be according to the following schedule for Father in odd numbered years and for the Mother in even numbered years:

a. The child's birthday on the day before or after the child's actual birthdate beginning at 3 p.m. until 9 p.m. and at the discretion of the parent whose holiday it is, the parties' other children may accompany the child for birthday parent time;

b. Martin Luther King, Jr. day beginning at 6 p.m. on Friday until Monday at 7p.m. unless the holiday extends for a lengthier period of time to which the parent exercising the holiday parent time is completely entitled;

c. Spring Break beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the evening before school resumes;

d. July 4 beginning at 6 p.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday.

e. Labor Day beginning at 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time, to which the party exercising their holiday parent time is completely entitled;

f. Subject to the provision that if there is more than one child and the children's school schedules vary for purpose of the holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school;

g. Fall School Break beginning at 6 p.m. on the day that school lets out for the holiday until 7 p.m. on the evening before school resumes;

h. Veterans' Day holiday beginning 6 p.m. on the day before the holiday until 7 p.m. on the holiday; and

i. The first portion of the Christmas school vacation as defined in Utah Code Section 30-3-32(3)(b), beginning with dismissal of school to December 25 at 1:00 p.m.

18. The parties shall use the following schedule for holiday parent time for Father in even numbered years and for Mother in odd numbered years:

a. The child's birthday on the child's actual birthdate beginning at 3 p.m. until 9:00 p.m.;

b. President's Day beginning at 6 p.m. on Friday until Monday at 7 p.m. unless the holiday extends for a lengthier period of time to which the party exercising their holiday parent time is completely entitled;

c. Memorial Day beginning at 6 p.m. on Friday until Monday at 7 p.m., unless the holiday extends for a lengthier period of time to which the party exercising their holiday parent time is completely entitled;

d. July 24 beginning at 6 o.m. on the day before the holiday until 11 p.m. or no later than 6 p.m. on the day following the holiday, at the option of the parent exercising the holiday parent time;

e. Columbus Day beginning at 6 p.m. on the day before the holiday until 7 p.m. on the holiday;

f. Halloween on October 31 on the day Halloween is traditionally celebrated in the local community from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m.;

g. Thanksgiving holiday beginning Wednesday at 7 p.m. until Sunday at 7 p.m.; and

h. The second portion of the Christmas school vacation as defined in Utah Code section 30-3-32(3)(b), beginning December 25 at 1:00 p.m. until return to school.

19. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all the children's schools are let out for the holiday and ending the evening before any child returns to school.

20. Father's Day shall be spent with Father every year beginning at 9 a.m. until 7 p.m. on the holiday.

21. *Mother's Day shall be spent with Mother every year beginning at 9 a.m. until 7 p.m. on the holiday.*

22. Extended parent time when school is not in session for purposes of vacation during the summer is as follows:

- a. Two weeks uninterrupted time for the Father;
- b. Two weeks uninterrupted time for the Mother;
- c. Both parents shall provide notification of extended parent time or vacation weeks with the child at least 30 days before the end of the child's school year to the other parent and if notification is not provided timely the complying parent may determine the schedule for extended parent time for the non-complying parent. In the event that the parties' respective summer vacation plans overlap and the parties cannot or will not reconcile the scheduling conflict, the Petitioner's plans will trump the Respondent's plans in even numbered years and the Respondent's plans will trump the Petitioner's plans in odd numbered years.

23. Each party is awarded liberal communication with the minor children at reasonable times during the parent time of the other.

24. Telephone contact and virtual parent time shall be uncensored and conducted at reasonable times and for a reasonable duration.

25. The parties shall divide the burden of transportation for parent time equally. Unless the parties make other arrangements, each party shall retrieve the minor child or children from the other at the commencement of their parent time.

26. Mother shall be allowed to reside in the marital during her parent time pending the sale or refinance of the home, provided she does not damage the home or any personal property in the home and does not enter Father's room, and is taking her medications as prescribed and attending counseling as recommended.

CHILD SUPPORT

27. Father is currently employed and earns \$4,540 in gross monthly income. Mother is currently employed and earns \$1,397 in gross monthly income. Based upon the parties' gross monthly incomes and the Utah Child Support Guidelines, Mother's child support obligation should be set at \$347 monthly and shall commence on November 1, 2022. All child support arrearages are waived prior to November 1, 2022. Any child support arrearages after November 1, 2022 up to the date of the sale of the marital home shall be reimbursed to Father upon the sale or refinance of the marital home.

28. Child support payments may be paid one-half on or before the 5th day of each month and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support.

PARENTING PLAN

29. The parties shall incorporate the following Parenting Plan into their Decree of Divorce, which shall control their relationship with one another and with the minor children, and all decisions that the parties make regarding the minor children:

a. Each party is 100% responsible for their home environment. The parties shall create an emotionally healthy and safe home environment for the benefit of their children.

b. Neither party shall use illegal drugs or abuse alcohol during parent time with the children, and shall protect the minor children from third persons who are using these substances.

- c. The parties shall not engage in contention or bashing to resolve problems.
- d. Neither party will use the children as messengers or problem solvers.
- e. As the children grow older, their friends become more significant in their lives.

Often, especially in adolescence, being with friends is more compelling than being with a parent. Consequently, teenagers should be permitted to give input to any time-sharing schedule and help design ways to ensure meaningful time with both parents.

f. If a child expresses a strong desire to skip a time-sharing opportunity, the child and the parent involved should work through the issue in a one-on-one manner and arrange substitute time, whenever possible.

g. Each party shall be responsible for day-to-day parenting decisions during their parent time with the children.

h. The parties shall not to use corporal punishment to discipline a child.

i. Neither party will knowingly schedule a child in activities or commitments that conflict with the other parent's scheduled time with the minor children without that party's consent.

j. The parties shall make best efforts to arrive at mutually agreed upon decisions regarding the education and religious experience of the children.

k.

l. The parties shall discuss all major decisions pertaining to the educational decisions, extracurricular decisions, religious decisions and medical decisions pertaining to the minor children and attempt to arrive at a consensus. In the event that the parties are unable to agree on any issue, the parties shall attempt to resolve the issue through mediation prior to filing any proceeding with the court.

m. Father's home shall be the residence of the minor children for the purpose of attending school.

n. *The parties shall divide equally all extracurricular activities for the minor children which they agree to in writing. In the event that either party does not agree in writing to any extracurricular activity for a minor child, the party enrolling the minor child in the activity shall pay the entire cost of the extracurricular activity for the child.*

o. *As human beings, each party possesses strengths and weaknesses. Each party shall be responsible for choices made and accountable for their mistakes. The parties shall learn from mistakes and to do "repair work" when necessary. Forgiveness is a process that primarily benefits the forgiver. The parties shall model forgiveness to their children by healing their anger, betrayal and sorrow and by choosing to be respectful and even compassionate to the other parent.*

p. *Contention and especially litigation between the parties can cause the minor children to suffer emotional and behavioral problems. The parties shall use best efforts to resolve differences and solve our problems without the need for litigation.*

q. *Exchange times shall be "tension" and "contention" free for the children. The parties shall be courteous and respectful to each other. The parties shall discuss any financial issues or other significant concerns at another time away from the children.*

r. *The parties shall conduct themselves civilly and treat one another civilly at parent time exchanges, phone calls, at religious activities, activities at school, extracurricular activities, programs, soccer, other sports games and practices.*

s. *The Advisory Guidelines of the Utah Code shall be incorporated into the parties' Decree of Divorce unless and to the extent that the Advisory Guidelines do not conflict with any provision of the parties' Decree.*

t. Each party should have complete and unrestricted access to all educational and medical records of their children.

u. Each parent should be identified as a parent for the purposes of school contact or medical or dental care or counseling provider contact.

v. Each party should 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.

w. Both parents should provide notice to the other parent of issues relating to any illness or accident or other circumstance that affects the children's health and welfare, as soon as reasonably possible.

x. Both parties should have open access to contact the necessary persons or entities so that the party will 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 and participate.

y. The parties share joint legal custody of their children such that both parents equally share all rights, privileges, duties and powers of a parent and such that neither parent has more or fewer parental rights or exercises more or less parental authority than the other or exercises any parental authority to the exclusion of the other parent; otherwise stated, all parental rights, privileges, duties and powers should be exercised by the parents jointly and equally without exception.

z. Decision making authority should be shared equally between the parties regarding the children's education, healthcare and religious upbringing, as well as regarding the children's

health (both physical and mental health), moral upbringing, general welfare, and any and all other matters pertaining to the best interest of the children, without either parent being granted or granted the right to exercise exclusive authority as to any specific decisions pertaining to the children. Notwithstanding, and regardless of the allocation of decision making in this parenting plan, the parties should utilize the following framework for making decisions pertaining to their minor children:

- (1) Each parent may make decisions regarding the day-to-day care and control of the children while the children or any one of them is or are residing with that Parent; and
- (2) Either parent may make emergency decisions affecting the health or safety of the children when there is not sufficient time to consult with the other parent beforehand. Each parent should, however, notify the other as soon as possible in the event of a medical emergency.
- (3) The parties should discuss with each other and mutually make significant decisions regarding their children or any child.
- (4) When the parties are unable to reach an agreement on any major issue regarding a child or the children, they should make a good faith effort to resolve their dispute by first, by consulting with a trusted family member, religious leader or mutual friend; second, by engaging in mediation; and third Father shall decide and Mother may bring the issue back to court if she feels his decision is not in the best interests of the minor children.
- (5) The parties shall not seek intervention from the court unless they have made a good faith to resolve disputes through the alternative means described above.

(6) The parties shall divide the cost of any mediation unless they agree otherwise.

aa. Both parents shall have access to the children during school hours and authority to *remove a child or the children from school without the consent of the other.*

bb. Neither party shall remove the minor children from the state of Utah without providing notice to the other.

RELOCATION

30. Should either party relocate more than 60 miles from the residence of the other, *the provisions of the Relocation Statute of the Utah Code, Section 30-3-37 would automatically apply to the parties' parent time and custodial relationship with the minor children.*

MEDICAL AND DENTAL INSURANCE

31. Father's medical and dental insurance shall be the primary insurance for the minor child as long as Father is employed.

32. *Each party should be required to obtain medical and dental insurance for the minor child if it is available through their employer for a reasonable price, and shall obtain medical coverage for the children should they become uninsured.*

33. Each parent shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children, *including but not limited to premiums, deductibles and copayments.*

34. Each parent should keep the other parent fully apprised of medical incidents or expenses that may occur and must consult with the other parent before acting in non-emergency situations.

35. In the event of a life-threatening medical emergency the minor children shall be treated at the nearest medical facility

36. Each parent shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the minor child, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within thirty calendar days of the date the parent first knew or should have known of the change.

37. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty days of payment. In addition to any other sanctions provided by the court, 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 the above provisions.

38. A parent receiving written verification of medical or dental costs paid by the other party shall pay to the other his or her one-half, or 50% share of said medical or dental expenses, within thirty days of receipt of written verification thereof.

CHILD CARE

39. The parties shall divide equally any work or education related child care expenses incurred by either party on behalf of a minor child.

40. Each party shall provide written verification of the cost and payment of work or education related child care expenses to the other parent within thirty days of payment.

41. A parent receiving written verification of child care costs paid by the other party shall pay to the other his or her one-half, or 50% share of child care expenses, within thirty days of receipt of written verification of payment thereof.

TAX DEPENDENCY EXEMPTION

42. The parties should share the tax benefit of claiming their minor children annually, as follows: *Father shall claim the oldest minor child annually and Mother shall claim the youngest minor child annually. The parties shall alternate claiming the middle minor child as a dependency exemption for use on their state and federal tax returns each and every year, with Father claiming the minor child in even tax years and the Mother claiming the middle minor child in odd tax years. At such time as the oldest minor child can no longer be claimed by either party as a dependency exemption on their state and federal tax return, Father shall claim the middle minor child annually and Mother shall claim the youngest minor child annually. At such time as the middle minor child can no longer be claimed as a dependency exemption on either parties' tax return, the parties shall alternate claiming the youngest minor child as a dependency exemption on their tax return, with Father claiming the youngest minor child on even tax years and Mother claiming the youngest minor child on odd tax years.*

43. Neither party shall be permitted to claim a minor child as an exemption or utilize a minor child for any lawful applicable tax savings or benefit on his or her state or federal income tax return if that parent is not current on their child support obligation (if any) on December 31 of any tax year.

44. The parties shall file their 2022 tax return separately.

DEBTS AND OBLIGATIONS

45. Each party should be responsible for any debt incurred since separation.

46. Father shall assume all marital debt, including Mother's credit card debt, with the exception of any medical debt incurred by Mother since separation.

47. Each party should be awarded their financial accounts in their name.

48. Each party should indemnify and hold the other harmless for all debts assigned to them under the parties' Decree of Divorce.

49. Each party should be awarded the credit cards in their respective name. Father shall be reimbursed \$3,500 upon the sale or refinance of the Marital Home for Mother's share of the credit card debt.

50. Pursuant to Utah Code Annotated §30-3-5(1)©(ii), the parties should notify respective creditors 15 business days regarding the court's division of debts, obligations, or liabilities, and the parties' separate, current addresses.

PERSONAL PROPERTY

51. All various items of personal property should be divided as agreed between the parties. Mother shall remove her personal property from the back porch of the marital home within 14 days of the execution of this agreement. All other personal property claimed by Mother shall remain in the marital home until the refinance or sale of the Marital home. After Mother has removed her personal property from the marital home, each party should be awarded the personal property in their possession free and clear from any interest in the other. If the parties cannot agree on an equitable division of personal property, then the parties shall return to mediation first and court second.

REAL PROPERTY

52. The parties own a home located at 1674 E. 1350 So, Ogden, Utah 84404, which was purchased during the marriage. The home will be placed on the market or refinanced by May 1, 2024 or upon the occurrence of any of the following circumstances:

- a. The remarriage of either party; or
- b. Father's refinance of the mortgage on the marital home.

c. Any delinquency in payments on the mortgage for the marital home.

53. The equity of the marital home, located at 1674 E. 1350 So., Utah 84404, shall be *divided equally between the parties. Equity shall be determined by sale or by appraisal in the event of refinance of the home as of the date of sale or refinance.* Father shall receive the first \$3,500 and any child support arrears from November 1, 2022 to the date of sale of the marital home. Thereafter, each party is awarded 50% of the equity in the martial home upon sale or refinance after deducting the cost of appraisal, if any, and any other costs of sale or refinance.

54. *Mother shall be identified as an authorized party in order to permit her to obtain “inquiry” access to the mortgage loan account and independent verification as to the status of the first and second mortgage loans on the marital home.*

55. Father shall hold Mother harmless from any and all past due payments, fees and costs in the event of any delinquency prior to sale. Father shall be responsible for the first and second mortgage on the marital home.

ALIMONY

56. No alimony is awarded hereunder to either party.

RETIREMENT ASSETS

57. Father is awarded his Woodward share of Mother’s 401(k), which shall be credited against Mother’s Woodward share of Father’s retirement accounts.

58. Mother is awarded her Woodward share of Father’s IRA, 401(k) and Pension. Father shall prepare all necessary documents and QDRO’s to have his retirement accounts divided..

59. Each party should be awarded any insurance policies in their name.

MISCELLANEOUS

60. Mother should be restored to her previous married name, should she so desire.

61. The parties should promptly, at any time or times required, make, execute and deliver any releases, documents and instruments that may be necessary to carry out the terms contained in the judgment and Decree of Divorce in this matter.

62. All property and money received or retained by each party pursuant to the Decree of Divorce should be the separate property of such party, free and clear of any right, claim, title or interest of the other party, and each party should thereafter own, have and enjoy, independently of any claim or right of the other party, all items of real and personal property then or thereafter belonging to him or her, and each party shall have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes.

63. Each party shall be mutually restrained from disparaging or demeaning the other in the presence of the minor children and from permitting third parties to disparage or demean the other in the presence of the minor children.

64. Each party shall be mutually restrained from discussing divorce related matters with the minor children.

65. Each party will be mutually restrained from harassing, annoying, threatening harming, abusing or committing any act of violence toward the other of the minor children of the parties.

66. In the event that either party desires to modify the terms of the parties' Decree of Divorce, the parties shall attempt to resolve any modification issues through mediation prior to commencing modification proceedings with the Court.

ATTORNEY'S FEES

67. Each party should pay their own attorney's fees herein.

DATED this 2nd day of November, 2022.

**/s/ Travis Shaw*

TRAVIS SHAW

Father

**signed by Tyson C. Stokes w/permission via email*

DATED this 2nd day of November, 2022.

/s/ Laura Shaw

LAURA SHAW

Mother