

The Order of the Court is stated below:

Dated: November 10, 2022
11:03:49 AM

/s/ MARK KOURIS
District Court Judge



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IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, SALT LAKE DEPARTMENT, STATE OF UTAH

<p>In the Matter of the Marriage of:</p> <p>JENNA KAY SCHIRMER,</p> <p>Party A,</p> <p>and</p> <p>KESLI STEVE SCHIRMER,</p> <p>Party B.</p>	<p>DECREE OF DIVORCE AND JUDGMENT</p> <p>Case Number 224902163 DA</p> <p>Judge Mark Kouris Commissioner Michelle Tack</p>
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The above-entitled matter came before the Honorable Judge Mark Kouris. Party A (hereinafter referred to as “Jenna”) was represented by counsel, Renon Warner, of the Law Offices of Renon Warner, PLLC. Party B (hereinafter referred to as “Kelsi”) was represented by Susan Morandy, Licensed Paralegal Practitioner, of Dart, Adamson & Donovan. Both parties have attended the mandatory Divorce Education Course and the mandatory Divorce Orientation Course. The Court received the parties' written Stipulation and Settlement Agreement wherein the parties agree to the entry of a Decree of Divorce and Judgment. The Court, having found and

entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. The parties are hereby awarded a Decree of Divorce, such to become final upon signature and entry herein.

Child Custody and Parent-Time

2. The parties share two (2) minor children in common, to-wit: **K.W.S., born March 2014,** and **O.T.S., born May 2018.** O.T.S. was born during the parties' marriage. Kelsi was previously adjudicated as the father of the parties' minor child, **K.W.S.,** who was born approximately four (4) years prior to the parties' marriage. A copy of the Decree of Parentage entered by the Honorable Judge Ryan Harris on July 28, 2015 in the matter of *Jenna Kay Beesley vs. Kelsi Steve Schirmer*, Civil No. 154902607 PA, has been previously filed with the Court.

3. Both parties shall be awarded joint legal and joint physical custody of the parties' minor children, but Jenna shall be designated primary physical custodian of the parties' minor children pursuant to the Parenting Plan set forth below.

PARENTING PLAN

4. Kelsi shall be entitled to physical custody and parent-time as the parties may agree. If the parties cannot agree, then Kelsi shall be entitled to weekly physical custody and parent-time during the school year pursuant to U.C.A. 30-3-35.1 as set forth below.

a. **Every week:**

i. Thursday evening beginning at 5:30 p.m. and ending the following day upon delivering the child to school or at 8 a.m. if there is no school; or

- ii. at the election of Kelsi, Thursday:
 - A. beginning at the time the child's school is regularly dismissed until the following day upon delivering the child to school or at 8 a.m. if there is no school; or
 - B. if there is no school, Kelsi is available to be with the child, and in accommodation with Jenna's work schedule, beginning at 8 a.m. and ending on the following day upon delivering the child to school or at 8 a.m. if there is no school;

b. **Weekends:** commencing the weekend of July 1, 2022, alternating weekends beginning at 6 p.m. on Friday and ending on Monday upon delivering the child to school or at 8 a.m. if there is no school; or at the election of Kelsi:

- i. beginning at the time the child's school is regularly dismissed on Friday and ending on Monday upon delivering the child to school or at 8 a.m. if there is no school; or
- ii. if there is no school, Kelsi is available to be with the child, and in accommodation with Jenna's work schedule, beginning on Friday at 9 a.m. and ending on Monday upon delivering the child to school or at 8 a.m. if there is no school;

c. **Holidays:** each holiday granted to the parents in accordance with the holiday schedule below;

- i. An election shall be made at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or in the event of a change in the child's schedule. An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

ii. Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

A. the holiday schedule for Mother's Day or Father's Day;

B. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

C. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the child's birthday;

D. extended parent-time; and

E. the schedule for weekday or weekend parent-time.

iii. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

iv. A stepparent, grandparent, or other responsible adult designated by the parties may pick up the child for parent-time if the other parent is aware of the identity of the individual and the parent scheduled to be with the child will be with the child by 7 p.m.

v. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the child's attendance at school for that school day.

vi. 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 children's schools are dismissed for the holiday and ending the evening before any child returns to school.

vii. Telephone contact shall be at reasonable hours and for a reasonable duration.

viii. If there is a child five to 18 years old and a child under five years old and both children are the natural or adopted children of the parties, the parents and the court shall consider an upward deviation for parent-time with all the children so that parent-time is uniform based on a schedule under this section.

ix. “Weekends” include any snow days, teacher development days, or other days when school is not scheduled and that are contiguous to the weekend period.

d. **Holiday schedule:** The following table is the holiday schedule for parent-time.

HOLIDAY	HOLIDAY TIME PERIOD	Years Kelsi is Granted Holiday	Years Jenna is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd Years	Even Years
President’s Day	(1) Holiday begins Friday at:	Even Years	Odd Years

	<p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following President’s Day; or</p> <p>(b) at 8 a.m. on the day following President’s Day if there is no school.</p>		
Spring Break	<p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of spring break; or</p> <p>(b) at 8 a.m. on the day following the end of spring break if there is no school.</p>	Odd Years	Even Years
Memorial Day	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p>	Even Years	Odd Years

	(a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Never	Every Year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every Year	Never
Independence Day	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd Years	Even Years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is	Odd Years	Even Years

	<p>dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>		
Halloween	<p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day the holiday begins.</p>	Even Years	Odd Years
Veteran's Day	<p>(1) Holiday begins at 6 p.m. on the day before Veteran's Day.</p> <p>(2) Holiday ends at 7 p.m. on Veteran's Day.</p>	Odd Years	Even Years
Thanksgiving	<p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following</p>	Even Years	Odd Years

	Thanksgiving if there is no school.		
Winter Break (First Half)	(1) Holiday begins: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 p.m.	Odd Years	Even Years
Winter Half (Second Half)	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

5. Beginning the first Monday after the children are released from school for the summer break from school, the parties shall exercise parent-time on a week-on, week-off basis. Exchanges shall take place on Sundays at 7:00 p.m.

6. Parent-time exchanges shall be as follows: during the 2022 – 2023 school year, exchanges shall be done primarily at the school or at the daycare provider. In the event a party picks up the children from the other party's home, said exchanges shall take place curbside. Commencing with summer 2023, the parties shall meet halfway between their respective residences for all parent-time exchanges. All exchanges shall be civil and appropriate.

7. Each party shall be restrained from using any prescription medications other than as prescribed to that party by their treating health care providers, and any illegal drugs (other than medical cannabis as prescribed by a party's health care provider and subject to a legally obtained medical marijuana card), and alcohol in a reasonable amount and not to excess immediately before and during all periods of parent-time with the minor children. Neither party shall transport the children if under the influence of any substance that would impair their ability to drive, even if that is a prescription that is currently and appropriately prescribed.

8. When the children are in either parent's care, the parent the children are with shall encourage and allow the children to speak with the other parent at reasonable times and for reasonable duration. The children shall also be allowed to speak with extended family members as the children desire at reasonable times and for reasonable duration. Communication between the children and a parent and extended family members shall not be monitored or recorded by either parent.

9. Each party shall maintain a clean and appropriate living environment for the parties' minor children.

10. Each party shall be restrained from using corporal punishment to discipline the minor children.

11. Each party shall store all firearms they possess in a location inaccessible to the minor children.

12. Each party shall ensure the minor children only view age-appropriate material while at the party's respective home.

13. Each party shall be restrained from making derogatory comments or negative remarks about the other party in the presence of the minor children or on any social media platform. Each party shall have an affirmative duty to restrain third parties within their control from doing the same. If a party cannot prevent a third party from doing what they themselves are restrained from doing, that party shall remove the minor children from the presence of that third party while the third party is engaging in restricted behavior. Kelsi shall specifically instruct his child from a prior marriage to not make derogatory comments about Jenna to the parties' children.

14. Each party shall be restrained from discussing the any legal or financial issues related to the parties' divorce, including, but not limited to, issues of child custody and parent-time, with, or in the presence of, the minor children. Each party shall similarly restrain third parties within their control from doing what the parties themselves are restrained from doing.

15. Each party shall be restrained from using the minor children as messengers, and from interrogating the minor children about the other party and/or activities occurring in the other party's home.

16. The following provisions shall apply to govern all parent-time arrangements as follows:

a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution;

b. The parent-time schedule shall be utilized to maximize the continuity and stability of the children's lives;

c. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays,

important ceremonies, and other significant events in the lives of the children or in the life of either parent, which may inadvertently conflict with the parent-time schedule;

d. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent;

e. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule;

f. The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully;

g. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately in the event of a medical emergency involving a minor child;

h. Each parent shall provide the other with their current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change;

i. 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.

j. Parental care shall be presumed to be better care for the children than surrogate care and the court shall encourage the parties to cooperate in allowing the parent who is willing and

personally able to provide child care to do so. Child care arrangements existing during the relationship are preferred, as are child care arrangements with nominal or no charge.

k. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent, and shall provide the other parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise; and,

l. Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the children on the religious holiday.

17. The parties shall be flexible with each other when minor changes in the Parenting Plan are necessary, and they shall give as much advance notice as possible if changes in the Parenting Plan are necessary.

Decision Making

18. The parent who has physical custody of the children during the time-shared block may make minor day-to-day decisions without having to consult with the other parent.

19. The parents shall consult with one another and reach agreements on major issues concerning the development, medical treatment, dental treatment, psychological treatment, religion, and education of the children.

20. Should the parents have a dispute regarding parenting of the children, the parties shall adhere to the following dispute resolution process:

a. First, the parties shall confer about and discuss the disputed issue;

b. If the parties remain unable to reach a consensus, the parties shall thereafter seek input from professionals in the related area (i.e., teachers and principals regarding educational issues, health care professionals regarding health care issues, etc.).

c. If the parties are still unable to reach consensus after consulting with professionals in the related area, the parties shall thereafter resort to and arrange mediation. The parties shall share the cost of mediation equally.

d. If the parties are unable to reach an agreement at mediation, the parties may thereafter resort to litigation. Jenna shall be awarded interim decision-making authority until such time as the court renders a decision.

21. In the dispute resolution process:

a. preference shall be given to the provisions in this Parenting Plan;

b. the parents shall use the designated process to resolve disputes relating to implementation of the Parenting Plan, except those related to financial support, unless an emergency exists;

c. a written record shall be prepared of any agreement reached in mediation and provided to each party;

d. if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent; and,

e. the district court shall have the right of review from mediation.

Communication Plan

22. The parents shall use their best efforts to communicate and share information about the children with each other.

23. Commencing September 23, 2022, and continuing for at least one (1) year thereafter, the parties shall utilize the ourfamilywizard.com app to communicate regarding the parties' minor children. The parties shall use the calendaring feature on said app, and each party shall add any appointments or activities for the children to the joint calendar as soon as the party knows about the event. Each party shall check the app for communication from the other party daily. If a communication requires a response, said response shall be provided within 24 hours. Commencing September 23, 2022, and continuing for a period of one year thereafter, Jenna shall be solely responsible for the subscription expense for both parties for ourfamilywizard.com. The parties shall revisit whether to continue using the ourfamilywizard.com at the end of said period. Absent an emergency involving a minor child, all communication between the parents shall be made via ourfamilywizard.com. Only in the event of an emergency involving a minor child shall the parents communicate via telephone. However, this provision shall not prevent a minor child from utilizing the telephone of one parent to contact the other parent.

24. The parents shall be flexible with each other when minor changes are necessary and give as much advance notice as possible if changes are necessary.

25. The parents shall schedule a parenting meeting when necessary to discuss issues of importance in the children's lives.

Education

26. For the 2022 – 2023 school year, the children shall attend Hillside Elementary. Commencing with the 2023 – 2024 school year, the children shall attend Woodstock Elementary near Jenna’s residence. The parties’ minor children shall continue to attend Woodstock Elementary through the sixth grade, regardless of where the parties reside. The parties shall meet in May prior to when the parties’ eldest child starts junior high to determine if the children shall continue attending the feeder school associated with Woodstock Elementary.

27. Both parties shall have access to the minor children during school and authority to check the children out of school.

28. The parents shall each initiate and maintain relationships with the children’s teachers in order to keep apprised of the children’s progress in school.

29. The parents shall arrange with the children’s schools for each parent to receive a copy of the children’s report cards, school calendars, etc.

30. The parents shall have full access to school records and shall keep each other informed of school activities.

31. The parents shall attend parent-teacher conferences and participate with the children in school functions together, if possible.

32. The parents shall share equally all mandatory school registration expenses for the minor children. Any other school expenses to be shared equally by the parties shall be agreed upon in writing in advance. The school may charge the parties for their one-half share of said expenses separately pursuant to statute.

Health Care

33. A parent shall notify the other parent of significant illnesses involving the children and any information relating to the children's medications.

34. Each party shall follow exactly all treatment instructions given by each minor child's respective health care providers and administer each child's medications as prescribed. The parties shall cooperate with one another regarding the minor children's health care, and shall share the children's medications between households to ensure the children have access to all medications which have been prescribed to them appropriately and timely. Kelsi may contact the child's health care provider and attempt to obtain a second prescription for any recommended medications.

35. In the event of a medical emergency involving a minor child, the parent with whom the child is with at the time of the emergency may make emergency treatment decisions regarding the minor child, and shall inform the other parent immediately of the medical emergency.

36. The parent that provides health insurance for the children shall give the other parent a duplicate insurance card to present to health care providers.

37. The parties shall participate in therapy with a minor child as the minor child's therapist may request.

38. The parents shall each be entitled to initiate their own relationship with all of the children's health care providers and have complete access to their records.

Extracurricular Activities

39. The parties shall consult with one another in advance before enrolling a minor child in any extracurricular activities. If the parties agree in writing (i.e., text, email, or letter) a child

should participate in a particular extracurricular activity, then both parties shall share equally any costs related to said extracurricular activity, and each party shall be responsible for ensuring the minor child attends the activity while in that parent's care. The parent who enrolls a child in an extracurricular activity not approved by the other parent shall be solely responsible for any and all costs associated with said activity, and shall not schedule the child to participate in the activity during the other parent's scheduled time with the child.

Vacations

40. In the event either party travels out-of-state but within the United States of America with the minor children for a period exceeding two (2) overnights, the traveling party shall provide fourteen (14) days advance written notice to the non-traveling parent including an itinerary specifying the dates of travel, destinations, and an address and telephone number where the party may be reached throughout the duration of the trip.

41. In the event either party travels outside the United States of America with the minor children, the traveling party shall provide thirty (30) days advance written notice to the non-traveling parent including an itinerary specifying the dates of travel, destinations, and an address and telephone number where the party may be reached throughout the duration of the trip.

42. Both parties shall be allowed to travel internationally with the parties' minor children without permission so long as the destination country is a member of the Hague Convention and is not on the federal government's do not travel list of countries. The parties shall cooperate as necessary to obtain passports for the parties' minor children. The party planning to travel outside of the United States of America with the minor children shall be responsible for the cost of

obtaining passports for the parties' minor children. Jenna shall maintain possession of the minor children's passports. Jenna shall provide the minor children's passports for use by Kelsi within 48 hours of receiving an itinerary which must be provided at least three (3) weeks prior to foreign travel with the minor children. Kelsi shall return the minor children's passports to Jenna within 24 hours of returning from foreign travel with the minor children.

Overnight Guests

43. When the minor children are present, a party shall not have overnights guests with whom the party is romantically involved unless the party is in a committed relationship with a person who has had at least one (1) month of consistent interactions with the parties' minor children.

Relocation

44. In the event either parent intends to relocate more than 150 miles from their current residence, the guidelines for notification of the "Relocation Statute" outlined in U.C.A. 30-3-37 shall apply. The parties shall participate in mediation to determine a new parent-time arrangement prior to relocating.

Miscellaneous

45. Any parental duties or rights not specifically addressed in this Parenting Plan shall be discussed and mutually decided on by both parents.

46. If a parent fails to comply with a provision of this Parenting Plan or a child support order, the other parent's obligations under the Parenting Plan or the child support order are not affected.

47. The parents shall make a good faith attempt to resolve issues of disagreement or noncompliance through mediation prior to resorting to the courts.

48. This Parenting Plan is filed by both parties in good faith and the parties believe the Parenting Plan is in the best interests of the parties' minor children.

END OF PARENTING PLAN

Provisions Relating to Support Payments

49. Jenna is employed full-time at Discover Card. Based upon Jenna's 2021 W-2 from said employer, Jenna earned a total of \$39,074.00 for said tax year, which equals \$3,256.00 gross per month. Consequently, income shall be attributed to Jenna in the amount of \$3,256.00 gross per month for the purposes of calculating child support.

50. Kelsi is employed full-time at Major Drilling America, Inc.. Based upon Kelsi's 2021 W-2 from said employer, Kelsi earned a total of \$63,035.00 for said tax year, which equals \$5,253.00 gross per month. Consequently, income shall be attributed to Kelsi in the amount of \$5,253.00 gross per month for the purposes of calculating child support.

51. Kelsi is also obligated to pay child support for a child from a prior relationship in the amount of \$440.00 per month for which Kelsi shall be entitled to a credit against Kelsi's income during the period Kelsi is paying the same.

52. Pursuant to U.C.A. 78B-12-202 (1953 as amended), Kelsi shall be ordered to pay child support to commence October 1, 2022, the month immediately following the execution of the Stipulation and Settlement Agreement:

a. The sum of \$516.00 per month as base support for the minor children of the parties pursuant to the Utah Uniform Child Support Guidelines based upon the minor children residing with Jenna 213 overnights per year and with Kelsi 152 overnights per year as set forth in the Joint Physical Custody Child Support Obligation Worksheet filed contemporaneously herewith. Unless the Court orders otherwise, support for each 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) the 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. (See Child Support Obligation Worksheet (Joint Physical Custody) filed contemporaneously herewith.)

b. Pursuant to U.C.A. 62A-11-502, the obligor parent (non-custodial parent) shall make child support payments directly to the obligee parent (custodial parent) as follows: Kelsi shall pay one-half of his monthly child support obligation to Jenna by the 10th day of each month. Kelsi shall pay the remaining one-half of his monthly child support obligation by the 25th day of each month. Kelsi shall directly deposit via electronic funds transfers all child support payments into an account of Jenna's choosing. If Kelsi is late in paying his monthly child support payments, Jenna may request automatic income withholding of Kelsi's child support obligation.

c. In the event income withhold is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the obligor if child support is delinquent.

d. In the event income withholding is later commenced, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

e. Pursuant to U.C.A. 78B-12-108 and 205, each parent's child support obligation shall be established in proportion to their adjusted gross incomes. In the event the parties were later to exercise sole physical custody of the parties' minor children, the child support obligation of the father shall be \$861.00 The child support obligation of the mother shall be \$584.00. (See Line 6 of the Child Support Obligation Worksheet filed contemporaneously herewith.) Except during periods of court-ordered parent-time, if physical custody of the children changes from that assumed in the original order, the parent without physical custody shall be required to pay the amount of support set forth in this paragraph without the need to modify this order to the parent who has physical custody, to a relative to whom physical custody of the children has been voluntarily given, or to the state if the children are in state custody.

f. When a 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, the base child support award is automatically adjusted to reflect the base combined child support obligation pursuant to the Utah Uniform Child Support Guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the original order.

Child Support Arrearages

53. All claims either party pay may have against the other for child support arrearages prior to September 23, 2022, have been addressed as part of the financial settlement contained herein.

Provisions Relating to Health Insurance

54. Kelsi currently provides health insurance for the benefit of the parties' minor children. Pursuant to U.C.A. 78B-12-212 *et seq.* (1953 as amended), the parent who is able to obtain the best medical, dental, and optical insurance for the benefit of the minor children at the most reasonable cost shall be required to maintain said insurance. To that end, the parties shall exchange each year during their respective open enrollment periods information regarding the insurance policies available to each party, including premium cost, deductible amounts, services covered, and a list of in-network providers.

a. Both parties 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 shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

b. Both parties shall share equally all reasonable and necessary uninsured medical, dental, optical, orthodontic, and mental health care expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of

any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

d. A parent who incurs medical, dental, optical, orthodontic, and/or mental health care expenses shall provide written verification of the cost and payment of said expenses to the other parent within 30 days of payment.

e. A parent incurring medical, dental, optical, orthodontic, and/or mental health care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with Subparagraphs "c" and "d" above.

f. The parent to whom written verification is provided shall reimburse the parent who incurred the medical, dental, optical, orthodontic, and/or mental health care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

g. The parent who provides insurance for the benefit of the minor children shall sign any necessary releases so that the non-insuring parent may access insurance coverage information only regarding the parties' minor children.

h. If a parent marries and his or her dependent children are not covered by that parent's medical, dental, and/or optical insurance plan but are covered by a stepparent's plan, the medical, dental, and/or optical insurance plan of the stepparent shall be treated as if it is the plan of the married parent.

i. If both parties maintain health insurance for the benefit of the parties' minor children, Kelsi's health insurance policy shall be designated as primary coverage, and Jenna's health

insurance policy shall be designated as secondary coverage, and neither party shall pay the children's pro rata premiums of the other.

Health Care Arrearages

55. All claims either party pay may have against the other for health care arrearages incurred by either party prior to September 23, 2022, have been addressed as part of the financial settlement contained herein.

Provisions Relating to Child Care Expenses

56. During the 2022 – 2023 school year, and pursuant to U.C.A. 78B-12-214 (1953 as amended), both parties shall share equally all reasonable work-related child care expenses.

a. The non-incurring parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense. Each parent may pay the daycare provider directly for their one-half share of the child care expenses.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. During the 2022 – 2023 school year, the parties shall use their best efforts to utilize the services of the daycare provider they have historically employed. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

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

d. The parties shall continue to use the child care provider they have historically used for the remainder of the 2022 – 2023 school year. Once the 2022 – 2023 school year concludes, each party shall be solely responsible for their own child care costs without contribution from the other party.

e. If either party is unable to personally care for the parties' minor children for a period of overnight, or if a party is traveling out-of-town without the children, the other party shall be afforded the first right of refusal to provide said child care if personally available to do so. A child spending the night at the home of a friend or relative for a sleepover shall not trigger this right of first refusal. If the parent offered the right of first refusal does not exercise that right, the parent requiring care shall notify the other parent of the identity of the alternate person who will be providing care for the children. Unless the parties otherwise agree, the parties shall meet halfway between their respective residences to exchange the children for this purpose.

Child Care Arrearages

57. All claims either party pay may have against the other for child care arrearages incurred by either party prior to September 23, 2022, have been addressed as part of the financial settlement contained herein.

Provisions Relating to Debts and Obligations

58. During the course of the marriage, the parties incurred certain debts and obligations which shall be divided as follows:

a. Jenna shall assume and pay, and hold Kelsi harmless from liability on, the debt owed to Discover Financial Services for the credit card in Jenna's name; and, the debt owed to American Express for the credit card in Jenna's name.

b. Kelsi shall assume and pay, and hold Jenna harmless from liability on, the debt owed to Home Point Financial Services for the mortgage on the parties' marital residence; all utilities and services associated with the parties' marital residence; the debt owed to Cyprus Credit Union for the 1999 Ford F250 pick-up truck; and the debt owed to Discover Financial Services for the credit card in Kelsi's name.

c. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

d. All debts incurred following the parties' date of separation (March 1, 2022), shall be the responsibility of the party who incurred the particular debt.

e. Pursuant to U.C.A. 30-3-5(c)(ii), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

Provisions Relating to Vehicles

59. During the course of the marriage, the parties acquired certain vehicles. Said vehicles shall be awarded to the parties as follows:

- a. Jenna shall be awarded the 2013 Chevrolet Sonic, subject to any indebtedness thereon and holding Kelsi harmless therefrom.
- b. Kelsi shall be awarded the 1999 Ford F250 pick-up truck; the 2012 Ford F250 pick-up truck; the 2004 Ford Explorer; the fifth wheel; and the utility trailer, all subject to any indebtedness thereon and holding Jenna harmless therefrom.
- c. The parties shall cooperate as necessary to sell and/or transfer title of the aforementioned vehicles as specified above.

Provisions Relating to Other Personal Property

60. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided according to the list filed with the Court contemporaneously with the executed Stipulation and Settlement Agreement. Jenna shall retrieve the items of personal property awarded to her from the marital residence on October 22, 2022 beginning at 10:00 a.m. Kelsi shall be responsible for packing up the personal property awarded to Jenna. Jenna shall pay \$50.00 to Kelsi for additional packing supplies.

Provisions Relating to Bank Accounts

61. During the course of the marriage, the parties acquired certain bank and/or credit union accounts. The parties shall be awarded said accounts as follows:
- a. Jenna shall be awarded the Cyprus Credit Union account ending #8378, as well as the America First Credit Union account ending #2446, free from any claim of interest by Kelsi, subject to any indebtedness thereon and holding Kelsi harmless therefrom.
 - b. Kelsi shall be awarded the Cyprus Credit Union account ending #5450, free from any

claim of interest by Jenna, subject to any indebtedness thereon and holding Jenna harmless therefrom.

c. Jenna shall be awarded control of the Cyprus Credit Union savings account ending #639, held in the name of the parties' minor child, **O.T.S.**

d. Jenna shall be awarded control of the Cyprus Credit Union savings account ending #707, held in the name of the parties' minor child, **K.W.S.**

e. Jenna shall not withdraw any funds from the children's savings accounts without written permission of Kelsi. Jenna shall provide to Kelsi statements from each child's savings account on a monthly basis.

f. Each party shall cooperate as necessary to remove their names from the accounts awarded to the other party.

Provisions Relating to Parties' Businesses

62. During the course of the marriage, Kelsi established a business known as "Circle K Mechanical." Kelsi shall be awarded said business as his sole and separate property, free from any claim of interest by Jenna, subject to any indebtedness thereon and holding Jenna harmless from liability thereon.

63. During the course of the marriage, Jenna established a home business selling Scentsy products. Jenna shall be awarded said business as her sole and separate property, free from any claim of interest by Kelsi, subject to any indebtedness thereon and holding Kelsi harmless from liability thereon.

Provisions Relating to Real Property

64. During the course of the marriage, the parties acquired certain real property, to-wit:

a. A home located at **6570 West 3210 South, West Valley City, Utah 84128**, more particularly described as follows: **LOT 228, MEADOWGATE VILLAGE PHASE 2. 8148-1920 8148-1922 8313-0371 8693-2078 8896-5400 9261-2647 9482-0433 09482-0461.**

b. Kelsi shall be awarded the real property as Kelsi's sole and exclusive property and Jenna shall be awarded an equitable lien in said real property in an amount equal to one-half of the adjusted net equity specified herein. The agreed value of the home and real property is \$498,000.00, and the amount owing is \$276,000.00, resulting in a net equity of \$222,000.00. From said amount Kelsi is entitled to the first \$59,000.00 of the equity from the home and real property representing the down payment paid by Kelsi from Kelsi's premarital funds. After deducting \$59,000.00 from the \$222,000.00 total net equity, the adjusted net equity totals \$163,000.00. After various offsets, including, but not limited to, differences in values of the vehicles awarded to each party, each party's portion of the other party's retirement benefits accrued during the marriage, as well as other debts owed by the parties, the parties have agreed Jenna shall receive a total of \$82,500.00 from the net equity in the home and real property. Kelsi shall pay to Jenna \$40,000.00 towards Jenna's \$82,500.00 share of the net equity within thirty (30) days of the date the parties execute the Stipulation and Settlement Agreement. Kelsi shall pay to Jenna the remaining \$42,500.00 of Jenna's \$82,500.00 share of the net equity within six (6) months of the date the parties execute the Stipulation and Settlement Agreement.

c. In the event Kelsi is unable to pay to Jenna her \$82,500.00 share of the adjusted net equity in said home and real property as specified above, then said real property shall

immediately be listed for sale, and the proceeds of the sale shall be applied as follows:

- i. First, pay expenses of sale;
 - ii. Second, retire the mortgage on said home and real property;
 - iii. Third, pay to Jenna \$82,500.00 representing Jenna's one-half of the adjusted net equity as specified herein in said home and real property; and,
 - iv. Last, the balance remaining thereafter to be awarded to Kelsi.
- d. In the event Kelsi is unable to pay to Jenna her \$82,500.00 share of the adjusted net equity in said home and real property as specified above, both parties shall immediately execute any necessary documents for the listing and sale of the real property. In the event Kelsi fails to execute said documents, Jenna may submit an ex parte motion, pursuant to Rule 70 of the Utah Rules of Civil Procedure, and the Court may direct the clerk of the court to execute said necessary documents.

Provisions Relating to Alimony

65. Neither party shall be awarded alimony, either now or in the future.

Provisions Relating to Pension and Related Assets

66. Each party has pension and/or profit-sharing plans or other retirement benefits through their respective places of employment. Each party is entitled to one-half of all benefits accrued pursuant to such plans during the period of the parties' marriage from the date of marriage until the date of the signing of the Stipulation and Settlement Agreement. However, each party's share of the other party's pension and/ or profit sharing or other retirement benefits have been offset against each party's share of the net equity in the home and real property. As such, each party

shall retain their own pension and/or profit sharing or other retirement benefits as their sole and separate property, free from any claim of interest by the other.

Miscellaneous Provisions

Restraining Order

67. Each party shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other party at their place of residence, employment, or any other place.

Taxes

68. The parties shall be entitled to claim the child dependency exemptions and child tax credits associated with the parties' minor children for the purposes of filing federal and state income tax returns as follows:

a. So long as there are two (2) minor children who may be claimed for the purposes of filing federal and state income tax returns, Jenna shall be entitled to claim the parties' youngest child, **O.T.S., born May 2018**, each year and Kelsi shall be entitled to claim the parties' eldest child, **K.W.S., born March 2014**, each year.

b. At such time as there is only one (1) minor child who may be claimed for the purposes of filing federal and state income tax returns, Kelsi shall be entitled to claim said child, **O.T.S., born May 2018**, the first year and alternate years thereafter. Jenna shall be entitled to claim said child the second year and alternate years thereafter.

c. Kelsi must be current in all child support obligations herein by December 31st of the associated tax year in order to claim any of the minor children for the purposes of filing federal

and state income tax returns. In the event Kelsi is not current in all child support obligations herein by December 31st of the associated tax year, Jenna shall be entitled to claim the child dependency exemptions and child tax credits for all of the parties' minor children for said tax year.

Attorney's Fees

69. Each party shall be responsible for their own attorney's fees and costs incurred in prosecuting this action.

Other

70. Jenna shall be restored the use of her former name, **JENNA KAY BEESLEY**, if she so desires.

71. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

*****END OF DECREE OF DIVORCE AND JUDGMENT*****

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Decree of Divorce does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-righthand corner of the first page of this Order along with the Court's seal and the date and time the Order was executed.

Approved as to form this 27 day of October, 2022.

/s/ Susan Morandy

Signed by Renon Warner with permission of

Susan Morandy, LPP

Licensed Paralegal Practitioner

for Kelsi Steve Schirmer

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of October, 2022, I caused a true and correct copy of the foregoing Decree of Divorce and Judgment to be served pursuant to statute by the method indicated below, to the following:

Susan Morandy, LPP DART, ADAMSON & DONOVAN Licensed Paralegal Practitioner for Kelsi Steve Schirmer	Via Electronic Filing
John D. Sheaffer, Jr., Esq. DART, ADAMSON & DONOVAN Limited Scope Attorney for Kelsi Steve Schirmer	Via Electronic Filing

/s/ Renon Warner