

The Order of the Court is stated below:

Dated: February 15, 2023
07:04:58 PM

/s/ KEITH KELLY
District Court Judge



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Attorney for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH

In the matter of the marriage of

EMILY LOVING,

Petitioner,

v.

CHRISTOPHER LOVING,

Respondent.

DECREE OF DIVORCE

Civil No. 224905077

Judge KELLY

Commissioner BLOMQUIST

The above-entitled matter having been submitted for decision to the Court on the Petitioner's Motion to Enter Decree of Divorce, the parties having filed their Stipulation and Property Settlement Agreement resolving all issues in this case, the Court having made and entered herein its Findings of Fact and Conclusions of Law, and good cause otherwise appearing, it is hereby

ORDERED, ADJUDGED AND DECREED, as follows:

1. **Decree of Divorce and Grounds.** Petitioner is hereby awarded a Decree of Divorce based upon irreconcilable differences the same to be final upon signing and entry.

2. **Children.** The parties have two children with the initials and birth month and year as follows:

Initials	Birth Month & Year
M.L.	July, 2017
O.L.	June, 2015

1. **Parenting Plan_Legal Custody.** The parties are awarded joint legal custody of the minor children. Each party shall have complete and total access to all records of the minor children and shall have input on all major life decisions of the children, including without limitation medical, religious, and education decisions and records.

2. **Parenting Plan_ Dispute Resolution Process.** In the event the parties cannot agree on an issue concerning a major life function of the children, then they shall: (a) engage in good faith negotiations with each other; then (b) Petitioner will have presumptive decision making subject to Respondent's right to seek mediation or seek redress in court.

3. **Parenting Plan_Physical Custody.** The parties will share joint physical custody of the minor children. Respondent is hereby awarded parent-time with the minor children consistent with Utah Code Annotated Section 30-3-35.1. Parental care is preferred. Each party shall have the right to provide child-care if the other party cannot care for the children for a period of greater than 3 hours.

13. **Relocation.** In the event either party relocates, then the parties shall follow Utah Code Annotated 30-3-37 set forth below:

30-3-37. Relocation.

- (1) For purposes of this section, "relocation" means moving 150 miles or more from the residence of the other parent.
- (2) The relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:
 - (a) the parent-time provisions in Subsection [\(5\)](#) or a schedule approved by both parties will be followed; and
 - (b) neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.
- (3) The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and parent-time schedule as provided in Section [30-3-35](#) and make appropriate orders regarding the parent-time and costs for parent-time transportation.
- (4) In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a custodial parent is in the best interest of the child, consider any other factors that the court considers relevant to the determination. If the court determines that relocation is not in the best interest of the child, and the custodial parent relocates, the court may order a change of custody.
- (5) If the court finds that the relocation is in the best interest of the child, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the child to visit the noncustodial parent. In making its determination, court shall consider:
 - (a) the reason for the parent's relocation;
 - (b) the additional costs or difficulty to both parents in exercising parent-time;
 - (c) the economic resources of both parents; and
 - (d) other factors the court considers necessary and relevant.
- (6) Unless otherwise ordered by the court, upon the relocation, as defined in Subsection [\(1\)](#), of one of the parties the following schedule shall be the minimum requirements for parent-time for children 5 to 18 years of age:
 - (a) in years ending in an odd number, the child shall spend the following holidays with the noncustodial parent:

- (i) Thanksgiving holiday beginning Wednesday until Sunday; and*
 - (ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;*
- (b) in years ending in an even number, the child shall spend the following holidays with the noncustodial parent:*
 - (i) the entire winter school break period; and*
 - (ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes;*
- (c) extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks. The children should be returned to the custodial home no later than seven days before school begins; however, this week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period; and*
- (d) one weekend per month, at the option and expense of the noncustodial parent.*
- (7) The court may also set a parent-time schedule for children under the age of five. The schedule shall take into consideration the following:*
 - (a) the age of the child;*
 - (b) the developmental needs of the child;*
 - (c) the distance between the parents' homes;*
 - (d) the travel arrangements and cost;*
 - (e) the level of attachment between the child and the noncustodial parent; and*
 - (f) any other factors relevant to the best interest of the child.*
- (8) The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.*
 - (a) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent shall be entitled to the next to the last weekend of the month.*

- (b) *If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the noncustodial parent's monthly weekend entitlement for that month.*
- (c) *If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (6) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.*
- (9) *The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.*
- (10) *In the event finances and distance preclude the exercise of minimum parent-time for the noncustodial parent during the school year, the court should consider awarding more time for the noncustodial parent during the summer time if it is in the best interests of the children.*
- (11) *Upon the motion of any party, the court may order uninterrupted parent-time with the noncustodial parent for a minimum of 30 days during extended parent-time, unless the court finds it is not in the best interests of the child. If the court orders uninterrupted parent-time during a period not covered by this section, it shall specify in its order which parent is responsible for the child's travel expenses.*
- (12) *Unless otherwise ordered by the court the relocating party shall be responsible for all the child's travel expenses relating to Subsections (6)(a) and (b) and 1/2 of the child's travel expenses relating to Subsection (6)(c), provided the noncustodial parent is current on all support obligations. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent shall be responsible for all of the child's travel expenses under Subsection (6), unless the court rules otherwise. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.*
- (13) *The court may apply this provision to any preexisting decree of divorce.*
- (14) *Any action under this section may be set for an expedited hearing.*
- (15) *A parent who fails to comply with the notice of relocation in Subsection (2) shall be in contempt of the court's order*

14. Parenting Plan_Child Support. The parties shall pay child support for the children in an amount consistent with the Utah Child Support Guidelines until the children turn 18 years old or graduate from high school with their normal graduating class, whichever is later.

15. At the election of Petitioner, child support may be automatically withheld from Respondent's wages.

16. Based upon the joint custody worksheet and the parties' incomes, Respondent shall pay child support in the amount of \$1,212/mo. beginning January 1, 2023.

17. Parenting Plan_Insurance. The parties shall follow Utah Code Section 78B-12-212. Specifically, the parties shall provide insurance for the medical and dental expenses of the minor children so long as it is available at a reasonable cost. Historically, Respondent insured the minor children, and he shall continue to do so. The parties shall share equally the out-of-pocket expense incurred for the minor children's portion of the medical insurance premium. The parties shall share equally the non-insured medical expenses of the minor children. The party who insures the children shall get an offset against their base child support amount or recover the other parent's portion of the premium. The parent who insures the children shall provide verification of the coverage to the other parent. A parent who incurs a medical expense and pays it shall provide verification to the other parent within 30 days. In addition to any other sanctions provided by the Court, a parent incurring a medical expense may be denied the right to receive credit for the expense or to recover the other parent's share of the expense if that parent fails to provide timely verification of the insurance coverage or the uninsured expense.

18. Parenting Plan_Child Care. The parties shall share equally any work-related or education-related child-care expense for the minor children. If an actual expense for child care is incurred, a parent shall begin paying his share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend make monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order. In the absence of a court order to the contrary, a parent who incurs child-care expense 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. In the absence of a court order to the contrary, 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. In addition to any other sanctions provided by the court, 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 the requirements of this paragraph.

19. Alimony_Petitioner's Unmet Need. Petitioner has an unmet need of because her reasonable expenses exceed her income

20. Alimony_Respondent's Ability to Pay Support. Respondent has the ability to pay alimony because his income exceeds his reasonable expenses.

21. Alimony_Award. Based upon the foregoing, Respondent shall pay alimony of \$1,288/mo for the first 12 months beginning January 1, 2023. Beginning January 1, 2024, Respondent shall pay \$1,038/mo. for the balance of the alimony period. For family support in December 2022, Respondent shall pay on his next pay period \$1,725. The alimony period shall

equal the shorter of: (a) ½ the length of the marriage; (b) either party dies; or (c) Petitioner marries or cohabits.

22. Home. The parties home located at 1752 Sunrise Park Circle, Sandy, Utah shall be sold. Until the home is sold, Petitioner shall retain possession and use of the home. The parties shall cooperate in the sale of the home. The parties shall share equally the expenses to prepare the home for sale. The net proceeds arising from the sale of the home shall be distributed as follows: (a) \$95,000 to Petitioner; then (b) the balance divided equally between the parties. Respondent shall move out of the home on or before December 15, 2022.

23. Vehicles. Petitioner is hereby awarded the Hyundai Santa Fe as her sole and separate property. Respondent is hereby awarded the VW Atlas as his sole and separate property.

24. Each party shall be solely responsible for, and shall hold the other harmless from, all liabilities and expenses arising from the vehicles awarded herein.

25. Personal Property. The parties' personal property shall be equitably divided as they agree. If they cannot agree, then they shall mediate their differences and share the expense of mediation equally.

26. Debts. The parties have no joint debts. Each party shall pay their individual debts, if any.

27. Financial Accounts. The total balance of the parties' financial accounts shall be divided equally, and they are summarized below:

Description	Approximate Balance	Petitioner	Respondent
Am.1 st CU ...4477	\$800	50%	50%
Chase ...7204	\$1,000	50%	50%
Robinhood	\$12,600	50%	50%

Fidelity IRA Resp.	\$15,241		100%
Fidelity CHG acct.	\$72,017	50%	50%
Fidelity IRA Pet.	\$14,800	100%	

28. Each party is hereby awarded 100% of the IRA in their name. If the IRA balances are not equal, then an offset shall be taken from the Fidelity CHG account so that the total balance of all retirement accounts are equal. If a QDRO is needed to divide 401K, then the parties will share the expense and the parties will use Rorie Hendrix to prepare the QDRO.

29. **Taxes.** The parties shall file a joint return in 2022, and they shall share equally any refund, and if there is an amount owing, then Respondent shall pay the amount owing. Thereafter, each party shall file individual returns.

30. So long as there are two children to claim as dependents on federal and state income tax returns, then Petitioner shall claim the older child and Respondent shall claim the younger child. When there is only one child eligible as a dependent child, then Petitioner shall claim the child in odd-numbered years, and Respondent shall claim the child in even numbered years. Notwithstanding the foregoing, Respondent may only claim a child as a dependent on his tax return if he is current on his child support and child care payments for the calendar year in question as of the last day of the year in question.

31. **Restraint.** Consistent with U.R.C.P. Rule 109(b) and (c), the following injunctive order is hereby entered against the parties:

(b) General provisions.

(1) Neither party may transfer, encumber, conceal, or dispose of any property of either party without the written consent of the other party or an order of the court, except in the usual course of business or to provide for the necessities of life.

(2) Neither party may, through electronic or other means, disturb the peace of, harass, or intimidate the other party.

(3) Neither party may commit domestic violence or abuse against the other party or a child.

(4) Neither party may use the other party's name, likeness, image, or identification to obtain credit, open an account for service, or obtain a service.

(5) Neither party may cancel or interfere with telephone, utility, or other services used by the other party.

(6) Neither party may cancel, modify, terminate, change the beneficiary, or allow to lapse for voluntary nonpayment of premiums, any policy of health insurance, homeowner's or renter's insurance, automobile insurance, or life insurance without the written consent of the other party or pursuant to further order of the court.

(c) Provisions regarding a minor child.

(1) Neither party may engage in non-routine travel with the child without the written consent of the other party or an order of the court unless the following information has been provided to the other party:

(A) an itinerary of travel dates and destinations;

(B) how to contact the child or traveling party; and

(C) the name and telephone number of an available third person who will know the child's location.

(2) Neither party may do the following in the presence or hearing of the child:

(A) demean or disparage the other party;

(B) attempt to influence a child's preference regarding custody or parent time; or

(C) say or do anything that would tend to diminish the love and affection of the child for the other party, or involve the child in the issues of the petition.

(3) Neither party may make parent time arrangements through the child.

(4) When the child is under the party's care, the party has a duty to use best efforts to prevent third parties from doing what the parties are prohibited from doing under this order or the party must remove the child from those third parties.

32. Attorney Fees. Each party shall pay their own attorney fees.

33. Miscellaneous. Each party shall execute any document reasonably necessary to implement the terms of any Decree of Divorce entered in this matter.

END OF ORDER- COURT SIGNATURE ON FIRST PAGE

CERTIFICATE OF SERVICE

I hereby certify that the foregoing DECREE OF DIVORCE was served upon all counsel of record via the court's online filing system.

DATED February 13, 2023

/s/ Coco Zabriskie