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

In the matter of the marriage of: KATHRYN ANNE GREENE and WALTER GREENE	DECREE OF DIVORCE Case No: 224905482 Judge: CORUM Commissioner: LUHN
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The above-captioned matter having come before the above-referenced court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, states:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Provisions Related to Termination of Marriage

1. Kathryn Greene is awarded a divorce from Walter Greene on the grounds of irreconcilable differences and the marriage between the parties is hereby terminated.

Minor Children

2. The parties have five minor children together: E.G. (born 7/2006), B.G. (born 9/2008), C.G. (born 10/2010), C.G. (born 1/2015) and B.G. (born 3/2018).

Provisions Relating to UCCJEA

3. Utah has jurisdiction over the custody, parent-time, and child support issues described herein pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act ("UCCJEA") because Utah is, and was at the time the Petition was filed, the home state of the subject minor children as defined in Utah Code Section 78B-13-102(7).

Provisions Relating to Rule 100

4. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the UCCJEA, Utah Code 78B-13-101 et seq. and the Uniform Interstate Family Support Act, Utah Code 78B-14-101 et seq., the parties are unaware of the existence of any of the following:
 - a. a case in which a party to this action or the party's child is the subject of a petition or order involving child custody, child support or parent time;
 - b. a criminal or delinquency case in which a party to this action or the party's child is a defendant or Walter Greene; or
 - c. a protective order case involving a party to this action.

Legal Custody

5. The parties are awarded joint legal custody of the minor children subject to the parenting plan that follows:

PARENTING PLAN

Decision Making

6. Each party may make day to day decisions while the children are in their care or custody.
7. Each party may make emergency decisions while the children are in their care of custody but must notify the other parent of the emergency as promptly as possible under the circumstances.
8. The parties will discuss all important or major decisions; including, but not limited to, non-emergency medical decisions, educational decisions, and religious decisions; regarding the minor children and make good faith efforts to come to an agreement.

Dispute Resolution

9. If the parties cannot agree on an important or major decision regarding the children then the parties will:
 - a. First, consult any professionals that may have relevant feedback for a particular issue regarding the minor children. (Such as doctors, counselors, teachers, coaches, etc.)
 - b. Second, if the parties still cannot agree they may agree to attend mediation to attempt to resolve the dispute and if they do they will split the costs equally.

Final Say

10. If there is an important or major decision that has not been resolved by the parties per the dispute resolution process outlined above neither party will have final say decision making authority. In

such a case the parties will either agree in writing as to how the tie will be broken (such as by allow a third party professional) or if the parties cannot agree to how the tie will be broken then a special master will be appointed and both parties will stipulate on any documents necessary to be filed with the court in order to have a special master appointed. If a special master is appointed their fees will be split equally.

Care for the minor children

11. Should Walter Greene not be able to start work later on his weeks such that he gets the children up, ready, and to school he will make his best effort to make a stable and consistent arrangement that does not include the minor children being responsible for themselves or their siblings during that time based upon the needs of the children. (The caregiver for the children will not be Jennifer Aguirre and Walter Greene cannot disparage Kathryn to any caregiver of the children).

Extracurricular Activities

12. The parties will split extracurricular activity costs 50-50 as long as they mutually agree in writing to the activity beforehand. The parties will not unreasonably disagree solely to try to get out of paying their share.

School Fees

13. School fees will be split 50/50.

Alcohol or Drugs

14. Neither party will have alcohol or drugs (except prescription drugs) in their home while the children are present.

Background Checks of Third Parties

15. The parties agree that they will provide names and birthdates of their own significant other, any roommates, and any individuals or persons providing child care for them to the other party so that background checks can be performed on said individuals.

Information of Surrogate Care Providers

16. 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.

Children's Phones

17. Neither parent will take the children's phone as a punishment or limit their ability to freely contact the other parent.

Education Plan

18. The children will remain in their current schools and schools they feed into unless the parties agree to a change.

Children's Appointments and Important Events/Functions

19. Both parties will keep each other fully informed of all doctor's, therapeutic, psychiatric appointments for the minor children and all other important events and functions in the lives of the children.

Holidays

20. Holiday parent-time is shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to agree they shall divide only the major or larger holidays from Utah Code Section 30-3-35 that are included below. The other less significant holidays are awarded to the parent who has parent-time given the regular week-on-week-off rotating schedule.

<p style="text-align: center;">Walter Greene EVEN/Kathryn Greene ODD NUMBERED YEARS</p>	<p style="text-align: center;">Walter Greene ODD/Kathryn Greene EVEN NUMBERED YEARS</p>
<p>Child’s Birthday: on the day before or after the actual birthdate beginning at 3 p.m. until 9 p.m.; at the discretion of the noncustodial parent, he may take other siblings along for the birthday.</p>	<p>Child’s Birthday: on actual birthdate beginning at 3 p.m. until 9 p.m.; at the discretion of the noncustodial parent, he may take other siblings along for the birthday.</p>
<p>Spring Break: beginning at 6 p.m. on the day school lets out for the holiday until 7 p.m. on the Sunday before school resumes.</p>	<p>Fall School Break: if applicable, commonly known as U.E.A. weekend beginning at 6 p.m. on Wednesday until Sunday at 7 p.m. unless the holiday extends for a lengthier period of time to which the noncustodial parent is completely entitled.</p>
<p>Thanksgiving Holiday: beginning Wednesday at 7 p.m. until Sunday at 7 p.m.</p>	
<p>*Christmas School Vacation: the second portion of Christmas school vacation beginning 1 p.m. on the day halfway through the holiday, if there are an odd number of days for the holiday period, or at 7 p.m. if there are an even number of days for the</p>	<p>*Christmas School Vacation: the first portion of the Christmas school vacation including Christmas Eve and Christmas day until 1 p.m. on the day halfway through the holiday, if there are an odd number of days for the holiday period, or until 7 p.m. if there</p>

holiday period, so long as the entire Christmas holiday is equally divided.

are an even number of days for the holiday period, so long as the entire holiday is equally divided.

***“Christmas School Vacation”** means the time period beginning on the evening the child gets out of school for the Christmas or winter school break until the evening before the child returns to school.

Father's Day: with natural or adoptive father every year beginning at 9 a.m. until 7 p.m. on the holiday.

Mother's Day: with natural or adoptive mother every year beginning at 9 a.m. until 7 p.m. on the holiday.

Uninterrupted/Extended Time

21. The parties will each have two weeks of uninterrupted time in the summer. Each party should notify the other party of when they intend to take their uninterrupted time by May 1st of each year with Kathryn Greene having first choice in even years and Walter Greene having first choice in odd years.

22. There is no additional extended or interrupted time for either party.

Mutual Restraints

23. Each party is mutually restrained from:

- a. Saying anything demeaning or derogatory about the other party in the presence of the minor children and should remove the children from third parties engaged in such conduct;

- b. Saying anything demeaning or derogatory about the other party on social media or verbally to mutual acquaintances.
- c. Discussing adult issues, including this action with the children and should remove the children from third parties engaged in such conduct; and
- d. Using the children as messengers or couriers between them.
- e. Questioning the children about their parent-time or relationship with the other parent, interrogating the children about their visitation with the other parent, discussing this case with the children, or bribing or coaching the children to make statements regarding custody or visitation.
- f. Communicating with each other in any manner that is unprofessional, uncivil, or derogatory; that uses name calling, vulgarity, or otherwise inhibits a healthy co-parenting relationship.

24. Parties will not allow or permit third parties to do anything that they themselves are restrained from doing under this Parenting Plan.

****End of Parenting Plan****

Physical Custody

25. The parties agree to share 50/50 joint physical custody of the minor children.

Parent-Time

26. The parties will share parent-time as they may agree, if they cannot agree they will rotate 50/50 custody on a week-on/week-off rotating basis with exchanges taking place on Sunday evenings at 7:00 pm.

Child Support

27. Walter Greene is ordered to pay child support to Kathryn Greene consistent with the uniform child support guidelines and physical custody that the parties agree upon or the physical custody awarded by the court.

28. Kathryn Greene is employed part-time, but the parties agree that she should have \$2,600 gross monthly income imputed to her as her monthly income. (This is based upon \$15 per hour at 40 hours per week).

29. Walter Greene is employed and earns approximately \$14,000 gross per month.

30. According to the uniform child support guidelines Walter Greene will pay \$1,054 in child support per month to Kathryn Greene commencing on November 1st, 2022.

Provisions Relating to Medical Insurance and Medical Expenses

31. Pursuant to Utah Code § 78B-12-212, the parties are ordered to provide the minor children with medical and dental insurance coverage if available at a reasonable cost.

a. The parties are each required to pay ½ of the medical and dental insurance premiums for the minor children in the amount of \$500 or such amount that the premiums might change to in the future.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental

insurance of the parent who can secure the best insurance shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other parent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by the parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parents will provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

d. Each parent will pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor child, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

e. The parent who incurs medical expenses will provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment and the parent receiving the written verification shall pay their share of the medical expense within 30 days of receiving written verification.

g. 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 above.

Child Care or Day Care

32. Pursuant to § 78B-12-214 of the Utah Code, each parent will share equally the reasonable work-related childcare expenses incurred for and on behalf of the minor child, if necessary.

a. If an actual expense for childcare is incurred, a parent will begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. A parent who incurs childcare expenses will provide written verification of the costs and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. The parents will notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the Court, a parent incurring day 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 above.

Taxes and Tax Exemptions for the Children

33. The parties will equally divide the right to claim the children as a dependent on their taxes as follows:

a. Walter Greene will claim 3 children for 2022 and 2023 while Kathryn Greene claims 2 children for those years.

b. Thereafter, for years in which there are an even number of children that are minors:

i. Both parties will claim the same number of children.

c. Thereafter, in years when there are an uneven number of children that are minors:

i. In even numbered tax years, Kathryn Greene will claim the extra child.

ii. In odd numbered tax years, Walter Greene will claim the extra child.

34. Walter Greene's right to claim any of the minor children in any years should be contingent upon being current on his child support per the provisions of Utah Code Section 78B-12-217. If he is not current as of December 31st of an applicable tax year that he would otherwise be entitled to claim a child in he will forfeit the right to claim the child for that year and Kathryn Greene will be allowed to claim the child instead.

Alimony

35. The parties agree that Walter Greene is ordered to pay alimony to Kathryn Greene over the next four years as follows:

- d. \$2,200 per month for 24 months commencing on November 1st, 2022.
- e. \$1,500 per month for 12 months commencing on November 1st, 2024.
- f. \$1,000 per month for 12 months commencing on November 1st, 2025.

36. The Alimony award will automatically terminate early upon the occurrence of one of the following conditions:

- g. Kathryn Greene's income meets or exceeds Walter Greene's income.
- h. The remarriage of Kathryn Greene.
- i. If Walter Greene can show that Kathryn Greene is cohabitating in a romantic relationship such that alimony should terminate per Utah Code 30-3-5(14).
- j. The death of either party.

Personal Property

37. Kathryn Greene is awarded the following items of personal property:

- k. 2017 GMC Yukon XL and is allowed to sell or trade it in for another vehicle of her choosing and Walter Greene must cooperate in signing any papers in order for Kathryn Greene to do so.

38. Walter Greene is awarded the following items of personal property:

- l. 1997 Toyota Land Cruiser.

39. Both parties are solely responsible for any and all loans or obligations against the vehicle they are being awarded and hold the other party harmless and indemnify the other party therefrom.

40. Walter Greene is awarded the parties two dogs: Prada and Coco.

41. All other items of personal property acquired during the marriage will be divided as the parties may agree. If the parties cannot agree they are required to attend mediation regarding the items before attempting to seek a resolution through the courts.

m. It is anticipated that most of the furniture and appliances will stay with Walter Greene in the marital home but that the parties will agree to a value of the items so that Kathryn can be paid one-half the value.

Financial/Bank and Investment Accounts

42. Walter Greene will pay Kathryn Greene one-half of the funds in the Utah Power and Light Credit Union Savings Account as her fair share of money in the marital bank accounts.

n. After division of the funds, Walter Greene can keep the above account and any other joint accounts so long as Kathryn's name is removed from the accounts.

43. Kathryn Greene already established her own separate bank account (post-separation) and she is awarded the account and any funds therein.

Retirement Accounts, Plans or Pensions and the Annuity

44. The parties agree that:

- o. All of the marital portion of any and all retirement accounts that the parties have will be divided equally.
- p. Any retirement plans or pensions will be divided pursuant to the Woodward formula.
- q. The annuity will be divided equally in whatever manner as may be available per to terms of the annuity.

Debts

45. Walter Greene is solely responsible for paying at least the minimum payments on all of the marital credit cards including the Chase Sapphire, the U.S. Eagle Federal Credit Union Visa card, and the Cheney Federal Credit Union Visa until these cards can be paid off in full at the time of the refinance or the sale of the marital home.

- r. Neither party can add any debt or expenses to any of these marital cards with the exception of one more tuition payment for Kathryn Greene's school in the amount of \$3,000.

46. Any other credit cards are solely the responsibility of the party whose name is on the card.

Real Property

47. The parties acquired a marital home located at 8477 S. Otter Creek Dr., West Jordan, UT 84081. Walter is awarded the use and possession of the marital home subject to the following terms regarding the payment of equity to Kathryn:

- s. Within 6 months from the date of this stipulation, Walter Greene is required to pay Kathryn her share of the equity as detailed below and ensure that

her name is removed from any liability associated with the property. However, if he fails to do so within 6 months from today's date, he will be required to list the home on the market for sale with a mutually agreed upon realtor, for a fair market price, and sell it as swiftly as possible given market conditions.

t. The equity shall be determined by an appraisal and split 50/50 except as follows:

i. First the remaining marital credit card debts listed above will be paid in full; and

ii. Kathryn Greene's tuition payments in the amount of \$21,000 that are on the New Mexico US Federal Credit Union card will be paid off out of her one-half of the equity.

48. Kathryn Greene will find a rental property and move completely out of the marital home within 30 days of the date of this agreement.

Attorney's Fees and Costs

49. The parties will each pay their own attorney's fees and costs incurred in prosecuting this action.

Miscellaneous Provisions

50. The parties will equally share the points/rewards on the Chase Sapphire Credit Card.

51. Kathryn Greene is allowed to be restored to the use of her maiden name, Kathryn Anne Bifano, if she so desires.

52. Each party is 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.

****SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE****

Approved as to form and content:

David R. Maddox
Attorney for Walter Greene
*Esigned by Braden Wamsley w/ permission of
David R. Maddox via email on _____.*

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of January, 2023, I emailed a true and correct copy of the foregoing document to the following:

David R. Maddox
Attorney for Walter Greene

/s/ Braden D. Wamsley