

The Order of the Court is stated below:

Dated: January 05, 2023  
05:20:25 PM

/s/ ANDREW H. STONE  
District Court Judge



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

<p><b>In the matter of the marriage of:</b> VANESSA WILKINS,</p> <p style="padding-left: 40px;">Petitioner,</p> <p>and</p> <p>SCOTT L. WILKINS,</p> <p style="padding-left: 40px;">Respondent.</p>	<p><b>DECREE OF DIVORCE</b></p> <p>Civil No. 224906815</p> <p>Judge Andrew H. Stone</p> <p>Commissioner Michelle Blomquist</p>
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THE ABOVE-CAPTIONED MATTER having come before the above-entitled court upon motion, the Honorable Andrew H. Stone presiding. The Court, having made its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows:**

1. The parties are granted a divorce on the grounds of irreconcilable differences.

**CUSTODY AND PARENT-TIME**

2. One child has been born as issue to these parties, to wit: Samuel, born February 2007.

3. The parties are awarded joint physical custody of the minor child with the parties exercising a 50/50 time-sharing arrangement consistent with Utah Code 30-3-35.2, excluding holidays which are set forth below. Respondent is awarded every-other Sunday, Monday, Tuesday and Wednesday and Petitioner is awarded Thursday, Friday, Saturday and every-other Sunday.

4. The parties will share holidays equally each year as they agree. If they do not agree, the parties shall exercise holidays as follows:

<b>Odd Years</b>	<b>Even Years</b>	<b>Holiday and Time</b>
Mother	Father	<b>Spring Break</b> after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	<b>July 4<sup>th</sup></b> 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	<b>July 24<sup>th</sup></b> 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	<b>U.E.A. Weekend</b> after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	<b>Thanksgiving</b> after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	<b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> beginning after school the day school lets out until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
Father	Mother	<b>Second Half of Christmas Vacation</b> , beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break) and ending the day school resumes with drop off to school
Mother	Father	The <b>day before or after child's birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session
Father	Mother	<b>Children's actual birthday</b> from after school or 8 a.m. if school is not in session until the next morning with drop off to school or

		8 a.m. if school is not in session
Father	Father	<b>Father's Day</b> 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	<b>Mother's Day</b> 9:00 a.m. on the holiday to the day after with drop off to school

5. For emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the child or traveling parent can be reached; and
- d. the name and telephone number of an available third person who would be

knowledgeable of the child's location.

6. The parties are awarded joint legal custody of the minor child pursuant to the following parenting plan:

**\*\*\*BEGIN PARENTING PLAN\*\*\***

**RESIDENTIAL/TIME SHARING SCHEDULE**

7. Custody of the minor child shall be as defined in the parties' Decree.

8. In the event that either of us decides to move out of the state or decides to move to a location in the state that makes our time-sharing arrangement impractical, we agree to revise our arrangement by discussing and reaching a time-sharing agreement prior to the parent's actual move. The issues we agree to address include, but are not limited to, the following:

- a. Time-sharing;
- b. Transportation details and costs allocation;

c. Procedure for ensuring that decision-making can be shared when required;  
and

d. Procedure for sharing information about our child.

9. If we are unable to agree on a new time-sharing arrangement, then Utah Code §30-3-37 shall be put in place as the parent-time schedule and the objecting party may petition the Court for a review without further mediation or dispute resolution alternatives. The notice of relocation shall comply with the relocation statute and the child shall remain with the non-relocating parent.

#### **DISPUTE RESOLUTION AND DECISION MAKING PROCESS**

10. *Day-to-day decisions.* Whichever parent has physical custody of the child shall make minor, day-to-day decision regarding his care.

11. *Decision-making procedure.* All major decisions concerning our child, including his health, education, general welfare, extracurricular, daycare, and medical (including dental and mental health) will be discussed between the parties in an attempt to reach a joint decision. We agreed to use the following decision-making procedure:

a. Identify the issue;  
b. Brainstorm possible solutions; and  
c. Choose the most sensible solution that considers the needs and interest of everyone involved.

12. *Tie-breaking procedure.* We agreed to discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who we feel may be of assistance. Should an agreement not be reached, Petitioner shall make the final decision.

13. To the extent that costs may be incurred for the outside assistance in resolving disputes under this Parenting Plan, the parties shall equally share those costs.

14. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, we understand the court may award attorney's fees and other financial sanctions to the parent who prevails in the resolution of the dispute.

#### **SHARING OF INFORMATION**

15. We agreed to use our best efforts to communicate and share information with each other on a frequent basis regarding our child's development, school work, medical and dental treatment, therapy and any other information appropriate to share with the other parent.

16. We agreed to notify the other parent of school programs, church events, extracurricular activities, and sporting events that involve our child shall that information not be available to the other parent.

17. We agreed to notify the other parent of significant illness the child may have when they are at our individual homes.

18. We agreed to discuss any problems either of us is experiencing with disciplining our child.

19. We agreed to immediately advise the other parent of any changes in our address, telephone number, or other information pertinent to communication.

20. We agreed to advise the other parent of all logistical details regarding vacation time with our child, including places and telephone numbers where the child may be reached.

#### **ACCESS TO INFORMATION**

21. Both parents shall have the right of access to the medical, educational, daycare, religious and other records of the minor child.

**\*\*\*END PARENTING PLAN\*\*\***

#### **CHILD SUPPORT**

22. Petitioner is presently employed and has an average gross monthly income of \$2,944 per month.

23. Respondent is presently employed and earns approximately \$7,300 per month.

24. Based upon the parties' incomes, and the Utah Child Support Guidelines, Respondent shall pay to Petitioner the sum of \$500 for child support beginning November 1, 2022 which is greater than required by the guidelines.

25. If joint physical custody is not awarded, then pursuant to Utah Code §78B-12-216, the base child support award should be reduced by fifty percent (50%) or reduced by twenty-five percent (25%) for the parties' minor child/ren for time periods during which the child/ren is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days or 12 out of 30 consecutive days respectively. Normal visitation and holiday visits to the custodial parent should not be considered an interruption of the consecutive day requirement.

26. Pursuant to Utah Code §78B-12-210, the parties are notified of their right to modify this child support order after three years from the date of its entry if upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. Under Utah Code §78B-12-210, the parties have a right to modify this child support order at any time if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the ability of a parent to earn; (v) material changes in the medical needs of the child; and (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

27. Each party shall be responsible for fifty percent (50%) of any and all work-related child care. A parent who incurs any work-related or education-related daycare expenses shall provide written verification of the cost and payment of any work-related or education-related daycare expenses to the other parent within thirty (30) days of payment. The other parent shall

then make their portion of those payments or make arrangements to do so within 30 days of receipt of the documentation supporting required participation.

#### **INSURANCE**

28. Respondent is ordered to provide health insurance at his expense for the parties' minor child.

#### **ALIMONY**

29. Both parties are capable of providing for his/her own support and therefore no alimony is awarded and forever waived.

#### **REAL AND PERSONAL PROPERTY**

30. During the marriage, the parties acquired a home located at 4960 W. Lark Way, West Valley, Utah 84120. Petitioner shall continue to reside in the home for the next five years and shall be solely responsible for the mortgage and utilities. After 5 years the home should be appraised and sold with Petitioner receiving 75% of the proceeds and Respondent receiving 25% of the proceeds.

31. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods which have already been divided.

#### **DEBTS**

32. The parties obtained a HELOC loan, the balance of which shall not exceed \$12,000 at any time, and shall only be used for home improvements purposes. Respondent shall continue to be responsible for the current balance and any balance within the next five years or until the home is sold, at which time any proceeds from the sale will be used to pay off the



balance owing on the HELOC. This will be done prior to dividing any parts of the proceeds to either the Petitioner or Respondent.

33. Each party is responsible for any debts in his/her own name.

34. Pursuant to Utah Code §15-4-6.5(3)(b), both parties are authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

#### **RETIREMENT AND INVESTMENT ACCOUNTS**

35. The parties' are each be awarded their own retirement and life insurance.

#### **BANK ACCOUNTS**

36. Each party is awarded their own bank account together with the funds contained therein..

#### **MISCELLANEOUS**

37. If uncontested each party shall be ordered to pay his or her own attorney fees. If Respondent contests this mater, he shall be responsible for his fees and Petitioner's reasonably incurred fees and costs.

38. Petitioner shall claim the parties child for tax purposes.

39. Petitioner shall restored her maiden name of Castillo Vera should she so desire.

40. Both parties are restrained from bothering, harassing, annoying, threatening or harming each other at their place of residence or place of employment.

41. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.

42. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person is required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

**\*\*\*END OF ORDER\*\*\***

**In accordance with URCP Rule 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page of this Order along with the court's seal and the date the order was executed.**

APPROVED AS TO FORM:

/s/ Scott Wilkins (With permission)  
Signed by David C. Blum with  
permission from the above-named