

The Order of the Court is stated below:

Dated: February 13, 2023  
05:54:22 PM

/s/ KARA PETTIT  
District Court Judge



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

In the Matter of the Marriage of:

DAVID SIDNEY GRAY,  
Petitioner,

and,

BETH MARIE GRAY,  
Respondent.

DECREE OF DIVORCE

Case No. 224907253 DA

Judge: Kara Pettit  
Commissioner: Russell Minas

This matter comes before the court on Petitioner’s Complaint for Divorce filed December 30, 2022. Petitioner and Respondent reached a complete agreement and executed a Settlement Agreement that was filed with the court on January 31, 2023. Having reviewed the Settlement Agreement, and finding that all documents are in order, and having made and entered its findings of fact and conclusions of law, the Court now ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

DECREE OF DIVORCE

1. Petitioner is hereby granted a divorce from the Respondent, severing the bonds of matrimony.

### CHILD CUSTODY AND PARENT-TIME

2. The parties have three minor children, L.L.G. (DOB 04/09/2009), Z.A.G. (DOB 09/20/2005), and S.O.G. (DOB 05/18/2007). The parties have no other minor children together and none are expected.

3. Petitioner and Respondent shall be awarded joint legal and joint physical custody of their minor children L.L.G. (DOB 04/09/2009), Z.A.G. (DOB 09/20/2005), and S.O.G. (DOB 05/18/2007), pursuant to the Parenting Plan herein.

4. Utah shall be declared the home state of the Minor Children.

5. Utah shall retain jurisdiction over all custody and parent-time matters.

### CHILD SUPPORT

6. Petitioner is employed full and has a gross monthly income as set forth in the Findings of Fact and Conclusions of Law. Respondent is employed part-time but shall be imputed a gross monthly income as set forth in the Findings of Fact and Conclusions of Law. Using a Child Support Obligation Worksheet (Joint Physical Custody), with the parties sharing custody on a 50/50 basis, and Beth having 183 overnights and David having 182 overnight, Petitioner shall pay ongoing monthly child support to the Respondent in the amount as set forth in the Findings of Fact and Conclusions of Law, commencing January 1, 2023.

7. Pursuant to Section 78B-12-210, UCA, In a proceeding to adjust or modify an existing award, consideration of natural or adoptive children born after entry of the order and who are not in common to both parties may be applied to mitigate an increase in the award but may not be applied: (a) for the benefit of the obligee if the credit would increase the support

obligation of the obligor from the most recent order; or (b) for the benefit of the obligor if the amount of support received by the obligee would be decreased from the most recent order.

8. If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or the office may move the court to adjust the amount of a child support order. Upon receiving a motion under this paragraph, the court shall, taking into account the best interests of the child:

(i) determine whether there is a difference between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and

(ii) if there is a difference as described in Subsection (8)(b)(i), adjust the payor's ordered support amount to the payor's support amount provided in the guidelines if:

(A) the difference is 10% or more;

(B) the difference is not of a temporary nature; and

(C) the order adjusting the payor's ordered support amount does not deviate from the guidelines.

A showing of a substantial change in circumstances is not necessary for an adjustment under this Subsection (8).

9. A parent, legal guardian, or the office may at any time petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the base combined child support obligation table is not a substantial change in circumstances for the purposes of this paragraph. For purposes of this paragraph, a substantial change in circumstances may include:

- (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 employment potential and ability of a parent to earn;
- (v) material changes in the medical needs of the child; or
- (vi) material changes in the legal responsibilities of either parent for the support

of others.

Upon receiving a petition under this paragraph, the court shall, taking into account the best interests of the child:

- (i) determine whether a substantial change has occurred;
- (ii) if a substantial change has occurred, determine whether the change results in a difference of 15% or more between the payor's ordered support amount and the payor's support amount that would be required under the guidelines; and
- (iii) adjust the payor's ordered support amount to that which is provided for in

the guidelines if:

- (A) there is a difference of 15% or more; and
- (B) the difference is not of a temporary nature.

10. All monthly payments of child support shall be payable 1/2 by the 5th day of each month and 1/2 by the 20th day of that month. Child support shall be paid by electronic funds transfer, or administered by the Office or Recovery Services.

11. When a minor child becomes 18 years of age or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later, dies, marries, becomes a member of the armed forces of the United States, or is emancipated by court order pursuant to Title 78, Chapter 3a, Part 10, Emancipation, the child support shall be adjusted to reflect the remaining number of children.

#### EXTRA CURRICULAR ACTIVITIES

12. Petitioner and Respondent shall share equally all of the expenses incurred for the minor children's extra-curricular activities, whether in school, the community, or otherwise, if they agree in writing, otherwise the parent enrolling the children in an activity shall pay the cost of the activity.

13. Both parents shall be permitted to attend and participate in all of the children's activities, regardless of who pays.

#### HEALTH CARE EXPENSES

14. Insurance for the medical and dental expenses of the Minor Children shall be provided by a parent if it is available at a reasonable cost pursuant to Section 78B-12-212, UCA.

15. If, at any point in time, the minor children are covered by the medical or dental insurance of both parents, the medical or dental insurance of Petitioner shall be primary coverage for the minor children and the medical or dental insurance of Respondent shall be secondary coverage for the minor children. If a parent remarries and his or her minor children are not covered by that parent's medical or dental insurance but is covered by a step-parent's medical or dental insurance, the medical or dental insurance of the step-parent shall be treated as if it is the

medical or dental insurance of the remarried parent and shall retain the same designation as the primary or secondary plan of the minor children.

16. In the event Petitioner and Respondent both provide medical insurance for the minor children then Petitioner and Respondent shall each be solely responsible for their own medical insurance premium so long as both Petitioner and Respondent are both providing medical insurance for the minor children. In the event only one of the parents provides medical insurance for the minor children then Petitioner and Respondent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of insurance. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the minor children 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 in the instant case.

17. Petitioner and Respondent shall equally share all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, and vision expenses incurred for the minor children, including but not limited to deductibles and copayments.

18. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

19. 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 provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

20. The party ordered to maintain insurance for the medical and dental expenses of the minor children shall provide verification of coverage to the other party on or before January 2 of each year and shall notify the other party and the State of Utah, Office of Recovery Service (“ORS”), if ORS is providing collection services, within 30 days of any change of coverage.

21. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent’s share of the child’s portion of the premium. If the parent does not have insurance but another member of the parent’s household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent’s share of the child’s portion of the premium.

22. Petitioner shall continue to provide medical insurance for the Respondent through his place of employment so long as Petitioner is permitted to provide medical insurance for the Respondent through his place of employment, and so long as it remains available at a reasonable cost. Respondent shall be solely responsible for her share of the medical insurance premium which shall be deducted from child support as set forth herein.

#### SCHOOL EXPENSES

23. Petitioner and Respondent shall each assume and be responsible for fifty percent (50%) of any required out-of-pocket school expenses incurred during the time leading up to and including high school. The party incurring the required out-of-pocket school expenses shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expenses, invoices, bills, receipts, and/or

verification.

24. Regarding the payment of school fees, pursuant to Section 15-4-6.7(2), UCA, at or before the day on which the provider first issues a bill for a school fee either parent may provide a copy of the Decree of Divorce to the provider and request that any bill for school fees be separately billed to each parent for the share of the school fees that each parent is required to pay as ordered herein.

#### OTHER EXPENSES

25. Petitioner shall provide cell phones for the minor children, pay automobile insurance and gym memberships for the minor children. Providing said items is discretionary to the Petitioner and Respondent who shall reach an agreement regarding whether or not the items shall be provided to the minor children. Commencing January 1, 2024, Respondent shall reimburse Petitioner \$300.00 each month for her share of the items listed above, which amount shall be deducted from Petitioner's monthly obligation of child support.

#### REAL PROPERTY

26. Petitioner shall be awarded the home and real property located at 615 E 1st Ave., SLC, UT, 84103, including all equity existing therein and shall hold the Respondent harmless therefrom.

27. Petitioner shall be awarded the home and real property located at 335 E 100 S, Unit 901, SLC, UT 84100, including all equity existing therein and shall hold the Respondent harmless therefrom.



28. Petitioner shall pay Respondent as set forth in the Findings of Fact and Conclusions of Law, as property settlement of the real property, representing her share of the equity in both homes, within 30 days of the entry of the decree of divorce.

#### PERSONAL PROPERTY

29. All personal property and marital property, including clothes, personal effects, home furnishings, yard tools, etc. have already been divided between the parties to their satisfaction. Any remaining items of clothes, personal effects, home furnishings, and yard tools shall be divided between the parties as they can agree. In the event they cannot agree then they shall attend mediation.

#### VEHICLES

30. Petitioner shall be awarded the 2021 Honda HR-V, as his sole and separate property and shall hold Respondent harmless therefrom.

31. Respondent shall be awarded the 2020 Subaru Forester, as her sole and separate property and shall hold Petitioner harmless therefrom.

32. Petitioner shall be awarded the 2015 Honda Fit, as his sole and separate property and shall hold Respondent harmless therefrom, which is the vehicle the minor children drive.

#### BANK AND FINANCIAL ACCOUNTS

33. The bank and financial accounts shall be divided between the parties as set forth in the Findings of Fact and Conclusions of Law.

34. Petitioner shall pay to Respondent as set forth in the Findings of Fact and Conclusions of Law representing Petitioner and Respondent's share of the accounts identified in

the Findings of Fact and Conclusions of Law, using the agreed upon balances as of the agreed upon date of division, November 30, 2022.

#### CHILDREN'S EDUCATION ACCOUNTS

35. The 529 accounts set up for each of the parties' minor children shall remain the property of the minor children, and said funds shall be distributed for the children's education from their respective accounts as the parties are able to agree. Petitioner shall provide statements and balances of the accounts upon the reasonable request of the Respondent.

#### DEBTS AND OBLIGATIONS

36. Petitioner and Respondent shall each be solely responsible for their own credit cards, and any other debts and obligations existing in their own individual names, commencing January 1, 2023.

#### PENSION AND RELATED ASSETS

37. The marital portion, defined as the date of marriage to the date of divorce, of the following retirement assets shall be divided between the parties as set forth in the Findings of Fact and Conclusions of Law.

38. Attorney Rori Hendrix shall draft any QDRO necessary to divide the retirement accounts and the cost shall be divided equally between the parties. Every effort shall be made to offset amounts in an effort to reduce the number of QDRO and/or DRO needed to divide the retirement account.

#### ALIMONY

39. Respondent shall be awarded ongoing monthly alimony as set forth in the

Findings of Fact and Conclusions of Law.

40. To determine the amount of alimony due each month, the monthly child support shall be deducted from the from the amount of alimony and child support for each month stated in the immediately preceding paragraph. From the alimony amount the following items shall be deducted in order to determine the actual amount of alimony to be paid each month:

- i. Respondents share of the monthly out-of-pocket cost of the medical insurance premium.
- ii. Respondents share of the children's monthly out-of-pocket cost of the medical insurance premium, and
- iii. 300.00 for children's expenses, commencing January 1, 2024.

All moneys due Respondent monthly (i.e. child support and alimony) = Alimony and child support from above minus the sum of (child support + respondent's share of medical + respondent's share of children's medical + 300.00 commencing January 1, 2024). See example, set forth in Findings of Fact and Conclusions of Law.

41. Alimony shall automatically terminate upon the occurrence of any of the following events: (1) Respondent remarries or cohabitates with another person, or (2) death of either of the parties.

LIFE INSURANCE

42. Petitioner shall obtain and/or continue to maintain, on an uninterrupted basis, life insurance upon his life in an amount equal to the amount of child support and alimony due for the next five years, or through December 31, 2027. The benefit may be reduced annually as

*the amount of child support and alimony is reduced. Petitioner shall have the right to substitute or change his policy of insurance, so long as there is no interruption in the coverage and he maintains a death benefit equal to or greater than the amount of child support and alimony due.* Petitioner shall provide verification of life insurance upon the reasonable request of the Respondent.

#### EXEMPTION FOR INCOME TAX PURPOSES

43. Commencing with tax year 2023, Petitioner and Respondent shall file their own separate federal and state income tax returns, and shall be solely responsible for their own tax obligations and shall be awarded as their sole and separate property any refund received.

44. The parties shall file jointly in tax year 2022, with Petitioner being solely responsible for any tax liability and being awarded any tax refund.

45. Commencing with tax year 2023, Petitioner and Respondent shall each be awarded the right to claim the minor children. In all odd numbered years, commencing with tax year 2023, Petitioner shall claim two children and Respondent shall claim one child. In all even numbered years, commencing with tax year 2024, Petitioner shall claim one child and Respondent shall claim two children. When there are only two children available to be claimed, each party shall claim one. When there is only one child available to be claimed, Petitioner shall claim the minor child in all even numbered years and Respondent shall claim in all odd numbered years.

#### ATTORNEY'S FEES

46. Petitioner and Respondent shall be solely responsible for their own attorney fees and costs.

### **Parenting Plan**

#### **Legal Custody:**

1. Petitioner and Respondent shall be awarded joint legal custody of their Minor Children. The Parties shall discuss with each other and mutually decide all important issues and major decisions regarding their Minor Children.

2. Regarding education, the Minor Children shall continue to attend their current schools. Before any changes to a school are made or before a Minor Child is enrolled in a new school or in a different school, Petitioner and Respondent shall discuss the various options. Those discussions shall include obtaining input from the Minor Child's counselors, therapists, teachers, etc. The Parties shall share their thoughts on the issue and consider one another's input. Petitioner and Respondent shall make decisions regarding school that are in the Minor Child's best interest. If the Parties are unable to agree upon a school then the Parties shall attend mediation with each party paying one-half of the cost of mediation, and in the event the Parties are still unable to agree then either Party may bring the issue before the Court.

3. Petitioner and Respondent shall each have complete, full and unfettered access directly to all school reports, records, teachers, including preschool and daycare reports. Petitioner and Respondent shall each be entitled to attend any and all school activities or functions and shall be permitted to volunteer in the Minor Children's class and shall each be permitted to attend parent-teacher conferences and any meetings involving the Minor Children

and any school teacher and/or administrator.

4. Regarding medical decisions for the Minor Children the Parties shall discuss all major and/or significant medical issues and consult together with doctors and other medical providers regarding any major and/or significant medical issues. The Parties shall share their thoughts on the issue and consider one another's input. If the Parties are unable to agree upon a school then the Parties shall attend mediation with each party paying one-half of the cost of mediation, and in the event the Parties are still unable to agree then either Party may bring the issue before the Court.

5. Petitioner and Respondent shall each have complete, full and unfettered access directly to all medical records, medical reports, doctors, therapists, counselors, etc. Petitioner and Respondent shall each be entitled to attend any medical, counseling or therapy appointments of any kind. Petitioner and Respondent shall work together to schedule all medical appointments so that both Parties can attend if they choose. In the event of a medical emergency the Party with the care of the Minor Child(ren) may make decisions to address an emergency and shall immediately notify the other Parent.

6. Petitioner and Respondent shall communicate directly with each other regarding their Minor Children, and shall remain civil in all of their future dealings as they relate to their Minor Children, and shall avoid making harmful, insulting or degrading comments regarding the other parent in the Minor Children's presence and each shall use their best efforts to prevent other from doing the same.

7. Before any custody/parent-time issue is brought before the Court the Parties shall

attend mediation and participate in good faith. The cost of mediation shall be divided equally between the parties.

8. Day to day decisions regarding the care, control and discipline of the parties' Minor Children shall be made by the party with whom the Minor Children are residing at the time.

9. Except as otherwise agreed herein, the Advisory Guidelines set forth in Section 30-3-33, UCA, shall be made mandatory in this case and are set forth hereafter:

#### **Section 30-3-33. Advisory guidelines**

(1) parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution;

(2) the parent-time schedule shall be utilized to maximize the continuity and stability of the child's life;

(3) special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule;

(4) the responsibility for the pick up, delivery, and return of the child shall be determined by the court when the parent-time order is entered, and may be changed at any time a subsequent modification is made to the parent-time order;

(5) if the noncustodial parent will be providing transportation, the custodial parent shall have the child ready for parent-time at the time the child is to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the child at the time the child is returned;

(6) if the custodial parent will be transporting the child, the noncustodial parent shall be at the appointed place at the time the noncustodial parent is to receive the child, and have the child ready to be picked up at the appointed time

and place, or have made reasonable alternate arrangements for the custodial parent to pick up the child;

(7) regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent;

(8) the court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents and may increase the parent-time allowed to the noncustodial parent but shall not diminish the standardized parent-time provided in Sections 30-3-35 and 30-3-35.5;

(9) the court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time;

(10) 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;

(11) 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 the child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully;

(12) the noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency;

(13) each parent shall provide the other with his current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change;

(14) each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

(a) the best interests of the child;

(b) each parent's ability to handle any additional expenses for virtual parent-time; and



(c) any other factors the court considers material;

(15) parental care shall be presumed to be better care for the child than surrogate care and the court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able, to provide child care;

(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 noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise; and

(17) 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 child on the religious holiday.

**Physical Custody:**

10. Petitioner and Respondent shall share physical custody of their Minor Children on a 50/50 basis, utilizing a week-on, week-off schedule with all exchanges occurring on Sunday evening. Based upon the age of the Minor Children, they shall have some input regarding their schedule with each of their parents.

11. The holidays shall be divided equally between the parties as they are able to agree among themselves. However, in the event the Parties are unable to agree then the holidays shall be divided pursuant to Section 30-3-35.1, UCA, with Petitioner being designated the custodial parent and Respondent being designated the non-custodial parent for purposes of determining holidays, as follows:

<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Noncustodial Parent's Years</b>	<b>Custodial Parent's Years</b>
Dr. Martin	(a) 9 a.m. if school is not in	Odd	Even

Luther King Jr. Day	<p>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 of the child to school on the day following Dr. Martin Luther King Jr. Day; or</p> <p>(b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.</p>		
President's 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> <p>(a) upon delivering of 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>	Even	Odd
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 of 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	Even
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</p>	Even	Odd

	<p>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 Memorial Day; or  (b) at 8 a.m. on the day following Memorial Day if there is no school.</p>		
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m.  (2) Holiday ends on Mother's Day at 7 p.m.</p>	All years if Mother	All years if Mother
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.  (2) Holiday ends on Father's Day at 7 p.m.</p>	All years if Father	All years if Father
Independence Day	<p>(1) Holiday begins on July 3<sup>rd</sup> at 6 p.m.  (2) Holiday ends on July 5<sup>th</sup> at 6 p.m.</p>	Odd	Even
Pioneer Day	<p>(1) Holiday begins on July 23<sup>rd</sup> at 6 p.m.  (2) Holiday ends on July 25<sup>th</sup> at 6 p.m.</p>	Even	Odd

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 of 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	Even
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	Odd
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd	Even
Halloween	(1) Holiday begins on October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day as the holiday begins.	Even	Odd
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd	Even

Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; 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 <sup>th</sup> at 7 p.m.	Odd	Even
Winter Break (Second Half)	(1) Holiday begins on December 27 <sup>th</sup> at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even	Odd
Child's Birthday (Day Before or After)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. The parent may bring other siblings along for the child's birthday.	Odd	Even
Child's Birthday (day of)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. The parent may bring other siblings along for the child's birthday.	Even	Odd

12. During the summer and during all “off-track” time the parent-time schedule shall continue with the exception that each of the Parties shall be awarded two weeks of uninterrupted time with the Minor Children. Petitioner shall select his two weeks first in all even numbered years and Respondent shall select her two weeks first in all odd numbered years. The Parties’ selection of weeks shall not interfere with the other Parties’ holidays.

13. Petitioner and Respondent shall each be awarded the first option to provide care for the minor children over any other third party or surrogate care giver if the parent responsible for the minor children will not be available for a period of overnight or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

14. Petitioner and Respondent shall each be awarded phone calls and/or virtual parent-time with the Minor Children at reasonable times and for a reasonable duration. The Minor Children shall be permitted to call her parents whenever they choose.

15. For emergency purposes, whenever the Minor Children travel with either parent, all of the following shall 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.

16. Subject to the foregoing paragraph Petitioner and Respondent shall each be permitted to travel domestically and internationally with the minor children. Permission from the other parents shall not be required. To the extent a signed release is required by an airline or any other entity or person, the other parent shall cooperate with one another in executing any and all documents necessary to permit the other parent to travel with the minor children domestically and internationally. Petitioner shall maintain possession of the minor children's passports but she not unreasonably withhold them from the Respondent for international travel.

17. In the event a parent elects to relocate thirty (30) miles from the minor children's school, then the relocating parent shall comply with the requirements of Section 30-3-37, UCA, with the exception that the Minor Children shall not be relocated until the Parties have reached a signed agreement that is filed with the Court and/or a court order is entered regarding the custody and parent-time of the Parties.

**THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT ON TOP OF THE FIRST PAGE OF THIS DOCUMENT.**

Dated this 2<sup>nd</sup> Day of February 2023

*/s/ Jennifer L. Falk*

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Jennifer L. Falk,  
Counsel for Respondent

(Signed by Mark K. Nelson on behalf of Jennifer L. Falk pursuant to an e-mail dated February 2, 2023, approving the document)

**CERTIFICATE OF SERVICE**

I hereby certify that on the 2<sup>nd</sup> day of February 2023, I caused to be e-mailed, a true and correct copy of the foregoing DECREE OF DIVORCE to the Respondent's attorney, Jennifer L. Falk, as follows:

Jennifer L. Falk <jfalk@strongandhanni.com>

Pursuant to Rule 7(f)(2), URCP, objections to the proposed order should be filed within seven (7) days after service. The party preparing the order should file the proposed order upon being served with an objection or upon expiration of the time to object.

/s/ Mark K. Nelson  
Mark K. Nelson,  
Counsel for Petitioner