

APR 20 2023

TOOELE COUNTY

By _____ Deputy Clerk

Candace Batty
928 Zachary Ct
Grantsville, UT 84029
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ccbatty13@gmail.com

Online Court Assistance Program

Check your email. You will receive information and documents at this email address.

I am the Petitioner

In the District Court of Utah
Third Judicial District, Tooele County
Tooele County Courthouse, 74 South 100 East, Suite 14, Tooele, UT 84074

In the Matter of the Marriage of

Candace Batty

and

Daniel Batty

Divorce Decree and Judgment

Case Number: **234300127**

Com: **Michelle Tack**

Judge: *Teresa Welch*

The court decrees:

Divorce

1. **Candace Batty** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Children

2. **Candace Batty** and **Daniel Batty** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

a. **Mason Batty**

Born 05/16/2014

b. **Carson Batty**

Born 09/09/2018

Children - custody

3. The parties are awarded Joint Legal and Joint Physical Custody of their children.

The children will live in **Candace Batty's** home **183** overnights each year and in **Daniel Batty's** home **182** overnights each year. The court approves the following Parenting Plan.

Parenting Plan parent-time

The parents will follow a custom parent-time schedule.

The children will live with **Daniel Batty 182** overnights each year and with **Candace Batty 183** overnights each year according to a custom parent-time schedule. **Candace Batty** will be the "custodial" parent:

Custody of Carson Batty and Mason Batty will be shared equally between Candace Batty and Daniel Batty and will rotate every other week. Custody will change hands from Candace to Daniel, or Daniel to Candace on Sunday evening of each week at 6:00 pm. Overnight custody will be maintained by the applicable party for the given week of custody.

Parent-time for special occasions

4. The parents will follow the schedule for special occasions below. 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 let out for the holiday and ending the evening before any child returns to school. (Utah Code 30-3-35, 35.1)

Holiday	Holiday Time Period	Years and Parent Granted Holiday	Years and Parent Granted Holiday
Labor Day (Custom)	Holiday will be spent with scheduled parent.		
Columbus Day (Custom)	Holiday will be spent with scheduled parent.		
Fall Break (Custom)	Holiday will be spent with scheduled parent.		
Halloween (Custom)	Holiday will be spent with scheduled parent.		
Veterans Day (Custom)	Holiday will be spent with scheduled parent.		
Thanksgiving Break (Custom)	Both parties will be allotted time with both dependents during the day of each given holiday.		
Winter Break (Custom)	Holiday will be spent with scheduled parent.		
Christmas Eve (Custom)	Both parties will be allotted time with both dependents during the day of each given holiday.		

Christmas Day (Custom)	Both parties will be allotted time with both dependents during the day of each given holiday.	
New Year's Eve (Custom)	Holiday will be spent with scheduled parent.	
New Year's Day (Custom)	Holiday will be spent with scheduled parent.	
Dr. Martin Luther King Jr. Day (Custom)	Holiday will be spent with scheduled parent.	
President's Day (Custom)	Holiday will be spent with scheduled parent.	
Spring Break (Custom)	Holiday will be spent with scheduled parent.	
Mother's Day (Custom)	Holiday will be spent with scheduled parent.	
Memorial Day (Custom)	Holiday will be spent with scheduled parent.	
Father's Day (Custom)	Holiday will be spent with scheduled parent.	
Summer Break (Custom)	Extended summer parent time schedule will follow regular weekly custody schedule.	
Independence Day (Custom)	Holiday will be spent with scheduled parent.	
Pioneer Day (Custom)	Holiday will be spent with scheduled parent.	
Child's Birthday Custom	Both parties will be allotted time with both dependents for given birthdays.	
Candace Batty's Birthday (Custom)	Birthday parent time will follow regular weekly custody schedule	
Daniel Batty's Birthday (Custom)	Birthday parent time will follow regular weekly custody schedule	

Parent-time transfers

5. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Decision-making

6. The following applies to the Parenting Plan:

- Each parent will make day-to-day decisions for the children during the time they are caring for the children.

- Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education Plan

7. The school the children will attend is based on **Daniel Batty's** home residence.
8. **Candace Batty** has authority to check the children out of school.
9. **Daniel Batty** has authority to check the children out of school.
10. Other person with authority to check the children out of school: **Bruce Coggins, Sheryl Coggins, Dustin Smith, Leslie Faulkner, Jacob Batty**
11. **Candace Batty** has access to the children during school.
12. **Daniel Batty** has access to the children during school.

Communication with each other

13. Parents will communicate with each other by any method.

Communication with the children

14. The parents agree they will:
 - provide age-appropriate help to the children to communicate with the other parent.
 - give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

Parents and children may communicate with each other whenever the children choose.

By any method

Records and information sharing

15. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

16. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others. If the children will be travelling for more than 1 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

Relocation of a parent (Utah Code 30-3-37)

17. Neither parent may relocate with the minor children more than 50 miles from their current residence without a written agreement signed by the parties or further court order.

Changing the plan

18. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

Resolving disputes

19. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court: Other agreements about resolving disputes: **Daniel and Candace will verbally resolve disagreements away from and without including Mason and Carson in said disagreements. Daniel and Candace agree never to involve Mason and Carson in disagreements.**

Additional parenting responsibilities, expectations or commitments

20. **No additional provisions.**

Military service by a parent (Utah Code 78B-20-4)

21. Neither parent is a servicemember.

22. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

Income: Candace Batty (Utah Code 78B-12-203)

23. **Candace Batty's** gross monthly income for child support purposes is **\$3,600.00**.

Her base child support amount using the joint custody calculation is **\$0.00** per month.

She receives the following gross monthly income:

- a. **Candace Batty** is employed at **CHG Healthcare**. She earns **\$3,600.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Daniel Batty

24. **Daniel Batty's** gross monthly income for child support purposes is **\$5,667.00**. His

base child support amount using the joint custody calculation is **\$189.00** per month. He

receives the following gross monthly income:

- a. **Daniel Batty** is employed at **DHL**. He earns **\$5,666.66** gross (pre-tax) monthly income working a 40-hour a week job or less.

Child support (Utah Code 78B-12-202 et seq.)

25. **Daniel Batty** is ordered to pay child support to **Candace Batty** as follows:

- a. **\$189.00** per month base support. This amount complies with the Utah Child Support Act.

Support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later (Utah Code 78B-12-219(1)), or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78B-12-219(1), Utah Code 78A-6-801).

26. Child support will be paid as follows:

Daniel Batty shall make biweekly child support payments at the time of transfer of custody of Carson and Mason.

27. The issue of past-due child support may be decided by future court or

administrative action.

28. The parties must notify each other within 30 days of any change in their income.

29. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

(Utah Code 78B-12-210(8)).

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

30. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 78B-12-210(7) and (9)).

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 78B-12-210(7)).

Dependent children for tax purposes

31. As long as **Candace Batty** is current on all child support and other court-ordered financial obligations, she may claim the following children as dependents/exemptions for tax purposes as allowed by law: **Carson Daniel Batty**

As long as **Daniel Batty** is current on all child support and other court-ordered financial obligations, he may claim the following children as dependents/exemptions for tax purposes as allowed by law: **Mason Marlowe Batty**

When there is only one child that can be claimed, the parties will alternate claiming this child every other year.

Child health care (Utah Code 78B-12-212)

32. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 78B-12-102(13).

Candace Batty must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Candace Batty's** insurance will be primary coverage.
- **Daniel Batty's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-

parent's plan, the coverage will be as follows:

- **Candace Batty spouse's** insurance will be primary coverage.
- **Daniel Batty spouse's** insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Public assistance statement – Office of Recovery Services (ORS)

(Utah Code 78B-12-113)

33. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code 30-3-5)

34. All personal property not addressed in the divorce should be divided as the parties have already divided it.

35. The following vehicles will be divided as indicated:

a. **Candace Batty** will receive the following vehicles:

i. Make: **Jeep**, Model: **Grand Cherokee**, Year: **2018**, VIN: **Unknown**
Estimated current value: **\$22,000.00**

Owner (before divorce): **Candace Batty**
Daniel Batty

Lien 1

This vehicle is security for the following loan

Lender: **Chartway Credit Union**
Address: **5700 Cleveland Street**
Virginia Beach, VA, 23462

Amount Owed: **\$8,157.31**
Monthly Payment: **\$290.86**

Candace Batty will pay: **The entire debt.**

Person to provide creditor divorce decree: **Candace Batty**

b. **Candace Batty** will receive the following vehicles:

i. Make: **Chevrolet**, Model: **K10**, Year: **1983**, VIN: **Unknown**
Estimated current value: **\$3,500.00**

Owner (before divorce): **Candace Batty**
Daniel Batty

c. **Daniel Batty** will receive the following vehicles:

i. Make: **Volkswagen**, Model: **Jetta**, Year: **2019**, VIN: **Unknown**
Estimated current value: **\$14,000.00**

Owner (before divorce): **Candace Batty**
Daniel Batty

Lien 1

This vehicle is security for the following loan

Lender: **Chartway Credit Union**
Address: **5700 Cleveland Street**
Virginia Beach, VA, 23462

Amount Owed: **\$7,619.08**
Monthly Payment: **\$284.15**

Daniel Batty will pay: **The entire debt.**

Person to provide creditor divorce decree: **Daniel Batty**

d. **Daniel Batty** will receive the following vehicles:

i. Make: **Chevrolet**, Model: **2500HD**, Year: **2005**, VIN: **Unknown**
Estimated current value: **\$10,000.00**

Owner (before divorce): **Candace Batty**

Daniel Batty

e. **Daniel Batty** will receive the following vehicles:

- i. Make: **Yamaha**, Model: **Roadstar Warrior 1700**, Year: **2007**, VIN: **Unknown**
Estimated current value: **\$3,800.00**
Owner (before divorce): **Candace Batty**
Daniel Batty

36. Bank and credit union accounts are divided as follows:

- a. Account number: **5582**
Name of Institution: **America First Credit Union**
Address: **PO Box 9199**
Ogden, Utah 84409
Account Balance: **\$7,000.00**
Names on Account: **Candace Batty**
Divide as follows: **Don't divide.**

Life insurance policies owned by Candace Batty

37. The life insurance policies owned by **Candace Batty** will be divided as follows:

- a. Life Insurance Company: **State Farm**
Account Number: **Unknown**
Address: **Unknown, Unknown**
Face Value: **\$15,000.00**
Cash Value: **\$15,000.00**
Divide as follows: **Don't divide.**

Debts

38. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit card debt

- a. Credit Card: **VISA**
Credit Card Number: **7048**
Amount owed on debt: **\$7,698.09**
Credit Card Owner: **Candace Batty and Daniel Batty**
Daniel Batty will pay: **The entire debt.**
Person to provide creditor divorce decree: **Daniel Batty**

Real property

39. The parties acquired the following real property during the marriage:

a. **Single Family Home:**

- i. Address: **928 Zachary Ct, Grantsville, UT 84029;**
- ii. Tax Identification Number: **54-1322898;**
- iii. Legal description: **LOT 121, HERITAGE GROVE SUBDIVISION PHASE 1B FINAL PLAT, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-75-12 FOR 2016 YEAR. 0.5.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**
Lender: **Lakeview Loan Servicing**
Address: **4425 Ponce de Leon MS 5-251, Coral Gables, FL 33146**
Amount Owed: **\$268,490.57**
Monthly Payment: **\$1,612.11**
This mortgage will be paid as follows after the divorce:
Daniel and Candace will be selling the home with the divorce and splitting the equity 50/50
Daniel Batty will provide a copy of the divorce decree to the lender.

b. This property will be sold as soon as possible. **Candace Batty** and **Daniel Batty** will be equally responsible for payments, taxes, and insurance until the property is sold.

Until the property is sold, **Candace Batty** and **Daniel Batty** will have equal use and possession of this property.

The proceeds of the sale will be applied as follows:

- First, pay expenses of sale.
- Second, pay all mortgages and liens. If there is money still owed on mortgages and liens, the parties will each be responsible for one half of each payment.
- Third, pay all marital debts and obligations.
- Finally, divide any remaining balance equally between the parties.

Alimony

40. Neither party will pay alimony.

Retirement money – retirement accounts

41. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

- a. Company: **Fidelity**
 - i. Account Type: **IRA**
 - ii. Street: **Unknown**
City, State, Zip: **Unknown**
 - iii. Plan Administrator **Unknown**
 - iv. Account Number **2478**
 - v. This plan is in the name of **Daniel Batty**
 - vi. Plan Value: **\$2,500.00**
 - vii. The entire account is awarded to **Daniel Batty**.

- b. Company: **Securian**
 - i. Account Type: **401K**
 - ii. Street: **Unknown**
City, State, Zip: **Unknown**
 - iii. Plan Administrator **Unknown**
 - iv. Account Number **9507**
 - v. This plan is in the name of **Daniel Batty**
 - vi. Plan Value: **\$3,508.76**
 - vii. The entire account is awarded to **Daniel Batty**.

Federal employee retirement system benefits

42. **Candace Batty** is (or will be) eligible for retirement benefits under the Federal Employees Retirement System based on employment with the United States Government. **Candace Batty** will receive all benefits to which she is entitled under the Federal Employees Retirement System and **Daniel Batty** will receive none.

Duty to sign documents

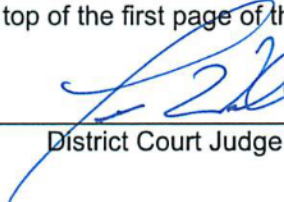
43. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

44. **Candace Batty** changed her name when the parties married. Her name will be **Candace Charleen Coggins** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

DATED 4/20/2023


District Court Judge



DATED _____

District Court Commissioner

Dan Batty

Daniel Batty
Approved as to Form

Certificate of Service			
I certify that I filed with the court and am serving a copy of this Divorce Decree and Judgment on the following people.			
Person's Name	Service Method	Service Address	Service Date
Daniel Batty Respondent	Email	danbatty88@gmail.com	03/20/2023

03/20/2023
Date

Sign here **Candace Batty**
Candace Batty