

The Order of the Court is stated below:

Dated: September 21, 2023
04:49:06 PM

/s/ KRAIG POWELL
District Court Judge



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**IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO DEPARTMENT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

In the matter of the marriage of
HAILEY KAY DUCKWORTH,

Petitioner,

and

LANDON SPENCER DUCKWORTH,

Respondent.

DECREE OF DIVORCE

Case No. 234401593

Judge: Kraig Powell

Commissioner: Marla Snow

The Petitioner, Hailey Kay Duckworth, and the Respondent, Landon Spencer Duckworth, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There are three minor children born or adopted between the parties, to wit: J.R.D. (DOB 04/08/2014), W.L.D. (DOB 01/22/2016) and B.W.D. (DOB 03/08/2018).
2. The Petitioner is awarded sole physical custody of the minor children. Parent-time with the minor children shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then they shall follow the parent time schedule as outlined in UCA §30-3-35. In addition, the parties shall follow the holiday parent-time schedule set forth in UCA §30-3-35 with the Respondent identified as the non-custodial parent for holiday purposes. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.
3. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Parenting Plan set forth herein.
4. Until September 2025, in the event either party moves 40 miles or more away from their current residence, the parties agree to follow the provisions of UCA §30-3-37, the Relocation Statute. Beginning October 2025, if mutually agreed, parties may revisit the mileage set forth above. If parties do not agree, the mileage distance shall remain the same.

CHILD SUPPORT

5. Petitioner is currently unemployed. Based on the Petitioner's work experience and age of the minor children is it appropriate that Petitioner be imputed to a gross annual

income of \$15,084.00 or a gross monthly income of \$1,257.00 for the purposes of calculating child support.

6. Respondent is currently self-employed and has a gross annual income of \$110,000.00 or a gross monthly income of \$9,167.00 for the purposes of calculating child support.

7. The sole custody worksheet shall be used with the Petitioner's income set at \$1,257.00 and the Respondent's income set at \$9,167.00.

8. Pursuant to U.C.A. § 78B-12-101 et seq. (2008) a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$1,736.00 per month beginning May 1st, 2023, the sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child become 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any

agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

e. Pursuant to Utah Code §§ 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

f. Pursuant to Utah Code §§ 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition 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 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, 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.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

9. Pursuant to U.C.A. § 78B-12-212 (2008) as amended:
 - a. Respondent shall be required to maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. If insurance is being provided by a plan by both parents, the Respondent's insurance shall be considered primary coverage and the Respondent's shall be considered secondary. If a parent remarries and the children are covered by the step-parent's plan, the insurance of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as primary or secondary.
 - b. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance.
 - c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but

not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

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

e. 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.

10. Pursuant to U.C.A. § 78B-12-214 (2008) both parties shall share equally the reasonable work and education related child care expenses of the parents.

a. The parent who does not incur child care expenses shall begin paying his or her share of child care expenses to the parent who does incur child care expenses, on a monthly basis immediately upon presentation of proof of the child care expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of the child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to

receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

CHILD RELATED EXPENSES

11. The parties shall share equally the costs associated with the minor children's agreed upon extra-curricular activities and school related fees and costs. Agreements for all activities shall be made in writing. Both parties shall pay their one-half share directly to the provider, school or program for an on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

12. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes. Petitioner will claim all the minor children in odd years and Respondent will claim all the minor children in even years.

13. If Respondent claims a minor child, he must be current on all his child support expenses prior to the end of the tax year.

DEBTS AND OBLIGATIONS

14. Each party shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

15. Pursuant to § 30-3-5(1)(c)(ii), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

PERSONAL PROPERTY

16. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties in a fair and equitable fashion as agreed up on by the parties.

17. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

18. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

VEHICLES

19. Petitioner shall be awarded the 2018 Ford Explorer.

20. Respondent shall be awarded the 2018 Ford F350 and 2019 Razor.

21. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith.

The parties shall d take all necessary steps to transfer the vehicles into their own names.

REAL PROPERTY

22. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

a. Home located at 9578 North Belle Street, Eagle Mountain, UT 84005

23. The real property shall be awarded solely to Respondent subject to Petitioner's claim to her share of the equity.

24. Equity shall be determined based on March 2023 appraisal. Respondent shall pay Petitioner her 50% of the equity in three annual payments of \$121,000. Payments shall be made once per year. Equity shall be paid in full by June 2026.

25. Upon receipt of first equity payment, Petitioner shall pay Respondent \$15,000 for reimbursement of loan he previously provided.

26. During the pendency of this action, Petitioner shall cover any costs, repairs, maintenance, and mortgages for this piece of real property.

27. If there are any debts or obligations associated with these assets, the party awarded the asset shall assume all liability and financial responsibility associated therewith.

28. Once the properties have been divided and awarded, the parties shall sign any quit claim deeds or any other documents necessary to transfer title or ownership of the property within 30 days of the entry of the Decree.

**BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS**

INTERESTS

29. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

30. Each party shall be awarded the bank accounts in their respective names.

31. Each party shall be awarded the retirement accounts in their separate names free and clear from any claim by the opposing party.

ALIMONY

32. Petitioner has a need for support, and Respondent has the ability to provide support. Therefore, Respondent shall be ordered to pay alimony to Petitioner for a period of 7 years as follows:

- a. Total child support and alimony shall be \$6,000.
- b. Currently child support is \$1,736, so alimony shall be \$4,264.
- c. Should child support adjust, alimony shall also adjust so total amount paid for both child support and alimony equal \$6,000 per month.
- d. Alimony payments shall be paid on the fifth (5th) day of the month immediately following entry of the Decree of Divorce and the fifth (5th) day of every month thereafter.
- e. Alimony payments shall continue for the period of 7 years or until Petitioner cohabitates or remarries, whichever occurs sooner.

TAX RETURN

33. The parties shall file taxes for the 2023 tax year as each deem appropriate.

ATTORNEY'S FEES

34. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

35. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

36. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

37. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

38. This Decree of Divorce is the result of a Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

39. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60

days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

40. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

DUCKWORTH and DUCKWORTH PARENTING PLAN

1. The Parties will discuss with each other and mutually decide the significant decisions regarding education, health care, and religious upbringing of the Minor Children. Either Party may make emergency decisions regarding the health or safety of the Minor Children.

2. Day to day decisions regarding the care, control and discipline of the Parties' Minor Children will be made by the Party with whom the Minor Children are residing at the time.

3. The receiving parent shall pick up the Minor Children for their designated parent time. The non-receiving parent shall have the Minor Children ready for the receiving parent at the time the Minor Children are to be picked up.

4. Any parental duties or rights not specifically addressed in this plan will be discussed and mutually decided and agreed upon by both Parties.

5. Should the Parties have a dispute regarding parenting of the Minor Children and are unable to reach an agreement then the Parties shall attend mediation with a mutually agreed upon mediator with each party to pay their own mediation fees. Should the Parties be unable to agree upon a mediator or mediation service, the Party requesting mediation will arrange for mediation through Utah Dispute Resolution. A written record shall be prepared of any agreement reached in mediation and a copy provided to each Party. No dispute may be presented to the Court in this matter without a good faith attempt by both Parties to resolve the issue through mediation. If the Court finds that a Party has used or frustrated the dispute resolution process without good reason, then that Party shall be responsible for all attorney's fees, court costs and mediation fees.

6. The Parties shall have parent-time with the Minor Children as set forth above.

7. Both Parties shall execute any medical releases necessary to allow the other party to obtain access to medical, dental, orthodontic, optical and psychological or psychiatric records of the Minor Children.

8. Both Parties shall be notified well in advance of any parent-teacher conferences, any school, social, sports, and community functions in which the Minor Children are being honored, and each Party shall be afforded the opportunity to attend and participate fully.

9. The Parties shall each have access directly to all school reports and medical records and shall be notified immediately by the other Party in the event of a medical emergency.

10. Special consideration shall be given by each Party to make the Minor Children available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the Minor Children or in the life of either Party which may inadvertently conflict with the agreed upon custody arrangement.

11. 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. When either party travels out of state with one or more of the children, they each agree to provide the other with a travel itinerary with date of travel, addresses of hotels or other accommodations, and contact information.

12. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. The children are allowed to contact either parent at any time.

13. Parental care shall be presumed to be better care for the Minor Children than surrogate care and both parties shall be awarded the right of first refusal to provide care for the Minor Children when the other party would require surrogate care for more than a 5 hour period.

14. 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. Parties shall have no male babysitters unless agreed otherwise.

15. Both parties are restrained from discussing the case in the presence of the Minor Children or allowing third parties to discuss the case in the presence of the Minor Children. Furthermore, both parties shall be restrained from making negative, disparaging or derogatory comments about the other parent to or in the presence of the Minor Children and shall use their best efforts to restrain third parties from making any such comments in the presence of the Minor Children.

16. Both parties are mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the Minor Children or before transporting the Minor Children. The Parties shall keep all alcohol or drugs locked away from the Minor Children.

17. If one Party fails to comply with a provision of this Parenting Plan, the other Party's obligations under the Parenting Plan are not affected.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 24th day of August 2023.

*E-signed by Wade Taylor
with permission of Hailey Kay Duckworth*

/s/ Hailey Kay Duckworth

HAILEY KAY DUCKWORTH
Petitioner

APPROVED AS TO FORM this 25th day of August 2023.

*E-signed by Wade Taylor
with permission of Landon Spencer Duckworth*

/s/ Landon Spencer Duckworth

LANDON SPENCER DUCKWORTH
Respondent

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 17th day of August 2023, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

LANDON SPENCER DUCKWORTH
Respondent
Email: landonduck@gmail.com

LAW OFFICES OF WADE TAYLOR
/s/ Wade Taylor

WADE TAYLOR
Attorney

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of August 2023, I caused a true and correct copy of the foregoing *Divorce of Divorce* to be sent to the following by the method indicated below:

VIA E-MAIL:

HAILEY KAY DUCKWORTH
Petitioner
Email: duckworth1125@gmail.com

LANDON SPENCER DUCKWORTH
Respondent
Email: landonduck@gmail.com

LAW OFFICES OF WADE TAYLOR
/s/ Wade Taylor

WADE TAYLOR
Attorney