

The Order of the Court is stated below:

Dated: January 13, 2025
09:40:05 PM

/s/ BLAINE RAWSON
District Court Judge



1D. MICHAEL NIELSEN (#3668)
Attorney for Respondent
Sessions Place
505 South Main Street
Bountiful, Utah 84010
Telephone: (801) 292-1818
Email: mikenielsenlaw@gmail.com

**IN THE SECOND JUDICIAL DISTRICT COURT
DAVIS COUNTY, STATE OF UTAH**

<p>IN THE MATTER OF THE MARRIAGE OF</p> <p>EMILY KEREN CROWLEY,</p> <p>Petitioner,</p> <p>vs.</p> <p>NATHAN R.L. CROWLEY,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Civil No. 234701676 Judge Blaine Rawson Commissioner Julie Winkler</p>
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The above-captioned matter came before the Court by *Affidavit* and based upon the *Stipulation & Property Settlement Agreement* entered into by the parties. The Court having previously entered its *Findings of Fact and Conclusions of Law*, now therefore makes and enters the following:

DECREE OF DIVORCE

DECREE OF DIVORCE: A *Decree of Divorce* is hereby entered in this matter, based upon the grounds of irreconcilable differences.

RESIDENCY & JURISDICTION. Petitioner and Respondent have been residents of Davis County, State of Utah, for more than three (3) months immediately prior to the commencement of this action. Venue in is proper.

MARRIAGE. Petitioner and Respondent are husband and wife, having been married on July 25, 2020 in Ogden, Weber County, State of Utah. .

CHILDREN. There has been one (1) child born as issue of this marriage, to wit: BDC, born February, 2023.

JOINT LEGAL CUSTODY/EQUAL PARENT TIME/DECISION MAKING.
The temporary order entered June 28, 2024 shall remain in full force and effect with each party enjoying equal parent time and equal decision making ability. Neither party will have presumptive final say. If an issue arises and the parties are unable to come to an agreement, then they shall attend mediation, each splitting the cost. If after attending mediation they are still unable to agree, then they should bring the issue back to the court. As to medical decisions, the parties shall consult the child's pediatrician for guidance. During the consecutive five (5) day period while BDC is being watched by one parent, the other parent is allowed on one of those days to video call the parent enjoying parent time, in the window of 7:00 to 8:30 pm or around BDC's bedtime, for a fifteen (15) minute call/facetime with BDC.

RELOCATION OF EITHER PARTY PRIOR TO CHILD'S 4TH BIRTHDAY.

It is recognized that the parties currently live approximately forty (40) miles apart. If either party relocates such that the distance between them is increased any further, then the parties shall be entitled to a relocation hearing and the provisions of UCA 81-9-209 (Relocation Statute) shall apply.

EDUCATIONAL RESIDENCE OF BDC. Upon BDC's fourth (4th) birthday in February, 2027, it will be necessary for one of the parties to be named as residential parent for purposes of schooling. Modification of parent time may be necessary, as well. No change of circumstance will be required in this regard. Either party may file a Petition to Modify or the parties may file a Joint Petition to Modify, requesting a decision as to modification of paragraph six (6), above, as to the issue of educational decisions. The parties shall attend mediation and shall otherwise attempt to resolve any issue.

PARENTING PLAN.

Holidays: Holidays are awarded in accordance with UCA 81-9-305, unless the parties agree otherwise.

Day-to-Day Decisions: With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent.

Emergency Contacts: Both ~~4~~ parents shall be listed as emergency contacts at any institutions which the child attends, and each party shall have an affirmative duty to ensure that the other parent is so listed.

First Right of Refusal. In the event that the parent enjoying parent time is not available for a four (4) hour period or more, then the other parent shall enjoy the first right of refusal to provide care for the child, if willing and able to transport BDC in order to provide the child care.

Access to Records. Both parties shall have full access to all of the child's teachers and health care providers as well as their school, church and medical records. Each party shall notify the other of all emergency medical, educational or legal events involving the child.

Communication Between the Parties. Each party shall promptly provide the other parent with receipt of any significant information regarding the welfare of the child, including physical and mental health, performance in school, extracurricular activities, etc.

All communication regarding the child shall be made outside of the child's presence whenever possible, and neither party shall allow the child to view any communications between the parents.

The parties shall seek to shield the child from all forms of parental conflict, wherever possible. The parties will not allow their conversation to become heated or overly emotional, especially in the presence of the minor child.

Differing Parenting Styles. Each party shall honor one another's parenting style, privacy, and authority. Neither party shall infringe in the parenting style of the other, nor shall either party make plans or arrangements that would impinge upon the other parent's authority or time with the child without the express agreement of the other party. However, the parties shall work together to the extent possible to have similar house rules, bed times, curfews, etc, to provide consistency for the child.

Child's Right to Love Both Parents. The parties shall allow their child to love both parents and not have to choose sides.

Interrogation of Child. Neither party will interrogate the child regarding the other parent or require the child to provide an accounting of time spent with the other parent.

Transportation. Unless otherwise agreed to by the parties, the party who is to begin exercising parent-time shall be responsible for picking up the child to begin their parent-time.

Overnights. When the child travels overnight with either parent, the other parent shall be provided with the itinerary of travel dates and destinations, as well as places where the child or traveling parent can be contacted or reached, if cell phone service will not be available.

International Travel. Mutual agreement by both parties shall be required for the child to travel internationally with either parent.

Special Events. 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.

Regular School Hours. In accordance with UCA 81-9-202, regular school hours may not be interrupted for school-aged child for the exercise of parent-time by either party, unless otherwise agreed between the parties. In addition, each parent shall be obligated to ensure that the child is on time and attends school during relevant periods in which the child is in his or her care. This provision shall not be interpreted as forbidding parents from allowing the child to miss a reasonable amount of school for special occasions with agreement of both parties.

School Fees. Assuming an equal division of parent time, each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, clothing, school lunches, etc) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other parent verification of the incurred expenses, such as a bill, invoice or receipt 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.

Disclosure of Information. Both parties have the right to know where the minor child resides and any individuals with whom the child resides. As such, each

party shall provide full disclosure of their current address, including updated phone numbers and email addresses at all times.

Addictive Substances. Neither party shall consume alcohol to the level of intoxication, use illegal drugs, or use prescription drugs in a non-prescribed manner prior to or during parent-time, or allow third parties to do so. Further, neither party shall smoke or vape in the immediate presence of the child.

Failure to Comply. Failure by either party to comply with this parenting plan may result in a finding of contempt by the court and associated sanctions and remedies.

END OF PARENTING PLAN

CHILD CARE. The provisions of UCA 81-6-209 are incorporated herein regarding child care. It is assumed that Respondent will continue to provide daycare through his employment while Petitioner is at work, as is currently in place, free of charge.

CHILD SUPPORT. Petitioner shall pay to Respondent the sum of \$223.00 as and for child support, based upon the incomes of the parties as follows:

Petitioner's income: \$6,866.00

Respondent's income: \$2,773.00

Pursuant to statute, Petitioner receives 182 overnights and Respondent receives 183 overnights. Petitioner's obligation began June 1, 2024.

MEDICAL INSURANCE. Either Petitioner or Respondent should provide medical and dental insurance for the benefit of the minor child so long as it is available to them at a reasonable cost through their employer. In the event that it is not available through an employer, the parties should work together to find the best coverage for the most practical price in providing insurance for the minor child.

The parties shall share equally the out-of-pocket costs of the premium actually paid by a party for the child's portion of such insurance; that the child's portion of the premium is a per capita share of the premium actually paid; that the premium expense for the child should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of child in the instance case as set forth in UCA 81-6-208.

The parent who is ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child and thereafter on or before January 2 of each calendar year, as set forth in UCA 81-6-208.

The parent who is ordered to maintain insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in UCA 81-6-208.

MEDICAL EXPENSES. Petitioner and Respondent shall divide equally all out-of-pocket medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses which are incurred on behalf of the minor child and not paid by insurance.

The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent as set forth in UCA 81-6-208.

The parent who incurs 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 within thirty (30) days of payment, as set forth in UCA 81-6-208.

The parent who incurs the medical expenses should be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in UCA 81-6-208.

TAX ISSUES. Petitioner shall claim the minor child in even numbered tax years and Respondent shall claim the minor child in odd numbered tax years.

OTHER BENEFITS INCIDENT TO THE MINOR CHILD. In the event that any stimulus payments or other benefits are received because of or related to the child, the parties shall evenly divide those benefits.

DEBTS & OBLIGATIONS. During the course of the marriage, Petitioner and Respondent have incurred various debts and obligations. Said debts and obligations shall be divided as follows:

Each party shall pay his/her own vehicle expenses.

The parties shall each pay one-half of the minimum monthly amount required on the Quicksilver Capital One account.

The parties shall each pay one-half of the minimum monthly amount required on the Venture One credit card account.

To the extent that either party has accrued additional debt, that party shall be responsible for that debt on a temporary basis.

The parties shall be jointly responsible for and evenly divide the unpaid medical expenses pertaining to the birth of BDC.

Each party shall pay one-half of the 2020 Utah State tax lien in the amount of \$796.07, or \$398.04 each. Should either party fail to do so, that party should be responsible for all further penalties or interest .

Each party shall make their best efforts to remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc. into their sole name.

Petitioner shall indemnify and hold Respondent harmless on all debts and obligations Petitioner is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 USC 523(a)(15).

Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 USC 523(a)(15).

If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent asset, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorneys from the other party who failed to timely pay the debt. The allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

POST SEPARATION DEBTS. Petitioner and Respondent shall each assume and pay all debts and obligations incurred by them subsequent to their separation in August, 2023.

REAL PROPERTY. The parties have acquired a residence located at 2314 W. Lydia Lane, Syracuse, Utah 84075. Petitioner shall continue to pay the mortgage obligation and utilities, except that Respondent shall reimburse Petitioner \$600.00 per month. The home is for sale and the parties have agreed regarding the sale as follows:

The home is currently for sale with a listed price of \$495,000.00.

The property in question is currently listed as a short sale. Both parties are ordered to follow the realtor's recommendations and guidance regarding the pricing, marketing, and overall sale of the property.

BANK ACCOUNTS, INVESTMENT ACCOUNTS, ETC. Each party is awarded his/her own accounts.

RETIREMENT. Each party is awarded any retirement assets in his/her name, free of any claim by the other.

PERSONAL PROPERTY. Each is awarded her/his separate personal property items. However, each party is awarded any inheritance, premarital property, and/or gifts from their family.

FURNISHING, FIXTURES and OTHER HOUSEHOLD ITEMS. The parties should reach agreement regarding furnishings, fixtures and other household items. In the event that they are unable to agree, this issue may be brought before the court.

VEHICLES. Each party is awarded the vehicle in their possession, free of any claim by the other party. Each party shall bear and pay for all loans, repairs, maintenance and insurance on their own vehicle in their possession.

ALIMONY: Each party waives and relinquishes his/her right to claim alimony from the other, now and in the future.

RESTORATION TO MAIDEN NAME. Petitioner should be restored to her maiden name of Johnson upon entry of the Decree of Divorce, should she desire.

ATTORNEY FEES. Each party shall bear and pay his/her own attorneys fees and costs

MUTUAL RESTRAINING ORDER. Each party is hereby restrained and enjoined from harassing, demeaning or threatening the other party, personally, in writing, electronically or by any other means. Further, the parties are restrained and enjoined from disparaging communications and/or comments about the other from this time forward - this includes social media and any communication, whether verbal, written, electronic, or otherwise.

INDEMNIFICATION. Each party is ordered to indemnify, defend and hold the other party harmless from any debt or obligation assigned to that party.

NO USE OF OTHER PARTIES PRIVATE INFORMATION. The parties are ordered not to use the other party's private information, ie: Name, Likeness, Identification, Social Security Number, Birth Date, Credit Score, etc.

for the purpose of opening any kind ~~of~~ account whether financial, related to social media, or for any other purpose.

DOCUMENTS. The parties are ordered to sign all papers, documents, titles, deeds and any other document necessary to effect any of the provisions of this Decree including but not limited to the transfer of real or personal property.

FULL DISCLOSURE. The parties have stipulated, warranted and agreed that they have no hidden marital assets and have disclosed to each other all of their properties of any kind and wherever located. The parties have no marital assets or debts other than those disclosed herein.

DEFAULT. In the event that either party defaults in his/her obligations hereunder causing the non-defaulting party to seek relief from the Court in the enforcement of the Decree, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees and court costs.

FULL and COMPLETE SETTLEMENT. The parties each represent that their stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force and effect. Petitioner and Respondent are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. Petitioner and Respondent are satisfied that the Stipulation is fair and reasonable.

Electronically DATED, SIGNED AND ENTERED BY THE COURT,

as shown at the top of this Order

NOTICE OF INTENT TO SUBMIT ORDER FOR SIGNATURE

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, will submit the above DECREE OF DIVORCE to the Second District Court for signature, upon the expiration of seven (7) days from the date of this Notice unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure.

DATED this 26th day of November, 2024.

/s/ D. Michael Nielsen

D. MICHAEL NIELSEN
Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of November, 2024, I caused a true and correct copy of the foregoing to be sent via email/efiling, to:

Emily Keren Crowley
Petitioner
Email: emilyj8@gmail.com

DATED this 26th day of November, 2024.

/s/ D. Michael Nielsen

D. Michael Nielsen,
Attorney for Respondent