

The Order of the Court is stated below:

Dated: July 18, 2023
07:57:00 PM

/s/ KEITH KELLY
District Court Judge



Tamara Taylor, 15016
Brown Taylor Family Law
Attorney for Petitioner
5882 South 900 East, Suite 100
Salt Lake City, UT 84121
Phone: (801) 888-3412
tamara@browntaylorfamilylaw.com

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

In the matter of the marriage of	DIVORCE DECREE
Jennifer Wathen, Petitioner	Civil No. 234902975
and	
Daemon Wathen, Respondent	Judge: Keith Kelly Commissioner: Michelle Blomquist

Based upon the parties' Stipulation and Settlement Agreement, filed with the court, and all other necessary documents on file in this matter, and having entered its Findings of Fact and Conclusions of Law, the Court hereby ORDERS, ADJUDGES, and DECREES as follows:

1. Petitioner is awarded a divorce from Respondent.
2. There have been three (3) children born as issue of this marriage. One child has reached the age of majority. The minor children of the parties are L.H.W. born November 2005 and S.L.W. born May 2008. There are no additional children expected from this marriage.
3. The parties are awarded joint legal custody of their minor children pursuant to the following parenting plan:
 - a. The parties shall share all rights, duties, and responsibilities as parents to the minor children. Each party shall have the authority to make routine decisions regarding the children's day-to-day

activities and make emergency decisions regarding the health or safety of the children when the children are in their respective physical custody, and shall immediately notify the other parent of the emergency.

b. The parties shall consult with each other and seek each other's opinion on all non-routine matters involving the minor children, such as medical, educational, and religious upbringing of the children. If the parties cannot agree after a good faith attempt by both parties to resolve the issue, Petitioner shall have final decision-making authority, subject to Respondent's right to request court review.

c. Special consideration shall be given by each party to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the minor children or in the life of either party which may inadvertently conflict with the parent-time schedule.

d. The parties shall support each other as parents in discussing consistent rules and discipline in their respective households regarding homework, lessons, school projects, and general conduct.

e. The parties shall consult with each other if either of them becomes aware that the children are experiencing difficulties in school, emotional problems, or other issues that they would wish to be informed of if the parenting roles were reversed.

f. The parties shall hold the other in high esteem in their conversations with the children, and encourage the children's continuing love and affection for both parents. In no event shall either party demean or disparage the other parent in the children's presence. The parties shall have an affirmative duty to remove the children from the presence of anyone doing so.

g. Both parties shall be identified on all contact information for preschool, daycare, school, or other similar enrollment forms. Both parties shall be listed to be notified in the event of an emergency involving the children.

h. Both parties are entitled to be provided with copies of the children's school schedule, notices of extracurricular activities, special events (such as awards, presentations, and bring your parent to school day), team sports, lessons, parent-teacher activities, including the children's report cards, school pictures, and other significant information. The parties shall have an affirmative duty to gain such access him/herself.

i. The parties shall equally divide the cost of any extracurricular activities for the minor children. The parties shall be allowed to attend and participate in any extracurricular activities to which parents are invited.

j. The parties shall have full access to all of the children's teachers, health care providers, and other such providers, as well as associated records, with no requirement to notify the other party or obtain the other party's permission. The parties shall have an affirmative duty to assist the other party in gaining such access if necessary. The parties shall have an affirmative duty to inform the other party of all appointments for the minor children, and both parties shall be entitled to participate in any appointments for the minor children.

k. The parties shall establish a shared online calendar, to which they both have access. All appointments for the children shall be added to the calendar within 24 hours of making the appointment.

- l. The parties shall immediately notify the other of all medical, educational, or legal events involving the minor children that occur when the children are their respective custody, in particular any event that requires the children to miss more than one day of school or be treated at any medical facility for any reason.
- m. The parties are entitled to reasonable telephone and virtual contact (Skype, Facetime, or other program) with the children, which shall be unmonitored.
- n. Both parties shall keep the other informed of his or her address, telephone, and other contact information at all times, and notify the other within 24 hours of any change in this information.
- o. The parties shall follow the provisions of Utah Code Ann. 30-3-36(2) as follows: Whenever the children travel with either parent, all of the following shall be provided to the other parent:
- (i) an itinerary of travel dates;
 - (ii) destinations;
 - (iii) places where the children or traveling parent can be reached; and
 - (iv) the name and telephone number of an available third person who would be knowledgeable of the children's location.
- p. All communication between the parties shall be civil, free from foul language, or name-calling.
- r. Respondent is restrained from using alcohol 6 hours prior to, and during, his parent-time.
- s. Petitioner is designated as the primary residential parent.

4. Petitioner is awarded primary physical custody of the children. Parent-time shall be as the parties agree. If the parties are unable to agree, Respondent is awarded parent-time consistent with Utah Code Ann. 30-3-35, including holiday and extended time.
5. The parties shall be sensitive to the children's feelings and desires regarding parent-time.
6. The parties shall equally divide transportation for parent-time exchanges. All parent-time exchanges shall be curbside, with the receiving parent remaining in his/her vehicle.
7. The parties are restrained from bothering, harassing, annoying, threatening, or harming the other party at their respective places of residence, employment, or any other place, whether in person, by telephone, email, text messaging, social media or otherwise.
8. The parties are restrained from entering the home of the other, unless specifically invited in writing.
9. Petitioner is employed at Intermountain Medical and Biolife Plasma, and earns \$5,217.00 per month.
10. Respondent is currently unemployed and receives \$399.00 per week in unemployment benefits.
11. Effective June 1, 2023, Respondent shall pay Petitioner base child support in the amount of \$327.00 per month pursuant to the Utah Uniform Child Support Guidelines.
12. Unless the Court orders otherwise, support for each child shall terminate at the time (1) 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, or (2) a child dies, marries, becomes a

member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801.

13. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

14. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code 78B-12-108 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as “the base child support amount.” The parent shall automatically begin paying this base support amount without the need to modify this child support order.

15. The sole physical custody worksheet was used in calculating the base child support award. The base child support award shall be reduced by 50% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 25 of any 30 consecutive days. The base child support award shall be reduced by 25% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 12 of any 30 consecutive days. Normal parent-time and holiday parent-time with the custodial parent shall not be considered an interruption of the consecutive day

requirement for the non-custodial parent. If the dependent child is a recipient of cash assistance from the state of Utah through the T.A.N.F. or F.E.P. programs, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services.

16. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments should be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

17. Any Office of Recovery Service fee shall be paid by Respondent.

18. Under 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. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time and adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

19. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petitions if there has been a substantial change in circumstances because of (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result 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 must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

20. The parties shall equally divide daycare expenses for the minor child pursuant to Utah Code Ann. 78B-12-214. A parent who incurs a reasonable work-related child care expense shall provide written verification of the cost to the other parent within 30 days of payment.

Reimbursement shall occur within 30 days of receipt. In addition to any other sanctions imposed by the Court, a parent incurring reasonable work-related child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of expenses if that

parent fails to comply with the 30-day requirement. Based on the ages of the children, no daycare expenses are anticipated.

21. The parties shall equally divide medical expenses for the minor children pursuant to Utah Code Ann. 78B-12-212. Petitioner currently provides medical insurance for the minor children through her employer. She shall continue to do so as long as the coverage is available at a reasonable cost. If the coverage is no longer available in the future, the party who can provide the best coverage at the most reasonable cost shall provide coverage. The parties shall equally divide the children's portion of the premiums. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the 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 children in the instant case (two). The parties shall equally divide the cost of the children's non-covered medical expenses (including medical and dental care) actually incurred on behalf of a minor child. A parent who incurs the medical expense for the benefit of a child shall provide written verification thereof to the other parent within 30 days of payment. Reimbursement shall be due within 30 days of receipt. In addition to any other sanctions imposed by the Court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other parent's share of expenses if that parent fails to comply with the 30-day requirement.

22. During the course of the marriage, the parties have acquired certain debts and obligations. It is fair and reasonable that each party be ordered to assume and pay the following:

a. Petitioner shall pay: minimum monthly payments on her student loans until the marital home sells; 50% of any remaining bankruptcy payments; minimum payments on her Venmo credit card until the marital home sells and closes; 50% of the mortgage payments on the marital home;

b. Respondent shall pay: 50% of any remaining bankruptcy payments; minimum payments on his Venmo credit card until the marital home sells and closes; 50% of the mortgage payments on the marital home;

c. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

23. The parties shall notify all joint creditors of the Court's division of debt, obligations or liabilities regarding those joint debts the other is ordered to assume, pay upon and hold the other harmless.

24. During the course of the marriage relationship, the parties have acquired certain items of personal property. Personal property of the parties shall be distributed as follows:

a. Petitioner is awarded:

b. Respondent is awarded: 2003 Ford Taurus;

c. All remaining personal property is awarded to each of the parties as they agree.

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

26. During the course of the marriage, the parties acquired a home located at 11879 S. Verde View Ct., Riverton, UT 84065. The property shall be listed for sale when their bankruptcy

proceeding is discharged, or August 25, whichever comes first. The proceeds of the sale shall applied as follows:

- a. First, to pay expenses of sale;
- b. Second, to retire any and all mortgages and liens;
- c. Third, to pay off Petitioner's Venmo credit card, with a current balance of approximately \$9,800.00;
- d. Fourth, to pay off Respondent's Venmo credit card, with a current balance of approximately \$3,600.00;
- e. Fifth, to pay off Petitioner's student loans, with a current balance of approximately \$10,500.00;
- f. Last, the remaining proceeds shall be divided, with Petitioner receiving 55% and Respondent receiving 45%.

27. The parties shall agree on a realtor to list the marital home for sale. The parties shall timely execute whatever documents are necessary to list the marital home for sale. The parties shall follow the advice of the realtor in the initial listing price, and subsequent changes to the listing price. The parties shall keep the home clean and tidy for showings associated with the sale. The parties shall accept reasonable offers, and execute whatever documents are necessary to complete the sale.

28. Neither party is awarded alimony.

29. The parties share one account at Zions Bank. The parties shall cooperate to close that account within 30 days of closing on the sale of the marital home.

30. The parties have separate financial (savings, checking, etc.) accounts. Each party is awarded his/her separate financial accounts.

31. During the course of the marriage, Petitioner has accrued an interest in a retirement account. Petitioner has had to borrow against her retirement account. Petitioner is awarded her retirement account, and shall pay the entire loan against it.

32. The parties shall be entitled to claim an equal number of children each year when there is an even number of children to be claimed. If there is an odd-number of children which may be claimed for any particular tax year, Petitioner shall receive the extra dependency exemption for odd numbered tax years, and Respondent shall receive the extra dependency exemption for even numbered tax years.

33. Consistent with Utah Code Ann. 78B-12-217(3), a party's right to claim any minor child as a dependent for income tax purposes shall be conditioned upon his/her being current in all support obligations by December 31 of the year in which s/he otherwise is entitled to claim a child.

34. Petitioner may be restored the use of her maiden name of Geertsen if she so desires.

35. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this Stipulation and the Divorce Decree entered by the court.

36. The parties shall be responsible for their own attorney's fees in connection with this action.

*****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:

/s/ Daemon Wathen, signed by Tamara Taylor with original on file
Daemon Wathen

Respondent

CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 234902975 by the method and on the date specified.

MAIL: DAEMON WATHEN 11879 S. VERDE VIEW CV. RIVERTON, UTAH 84065

07/19/2023

/s/ EMILY PETERSEN

Date: _____

Signature