

The Order of the Court is stated below:

Dated: October 10, 2023
02:18:27 PM

/s/ TODD M SHAUGHNESSY
District Court Judge



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

IN THE MATTER OF THE MARRIAGE OF
BRIAN WILLIAMS AND JENNIFER
WILLIAMS

DECREE OF DIVORCE

CIVIL NO. 234904951
JUDGE TODD D. SHAUGHNESSY
COMMISSIONER RUSSELL MINAS

The Court having reviewed the file and for good cause appearing, having previously entered its Findings of Fact and Conclusions of Law now hereby:

ORDERS ADJUDGES AND DECREES

1. The parties' marital relationship is dissolved. The parties are hereby divorced on the grounds of irreconcilable differences.

Jurisdiction, Venue and Grounds

2. Brian is a resident of Salt Lake County, state of Utah, and has been for more than three months prior to filing the Verified Petition for Divorce.
3. Jennifer is a resident of Salt Lake County, state of Utah.
4. The parties were married on February 28, 2015, and are presently married.

5. The parties separated in April 2023.

6. During the marriage, the parties encountered irreconcilable differences which made continuation of the marriage impossible. Brian shall be granted a divorce on the grounds of irreconcilable differences.

7. The parties have one minor child as issue of the marriage: A.R.W., born August 2014.

Child Custody

8. The minor child has lived in Utah for more than six months prior to the filing of the Verified Petition. Utah is the home state of the minor child pursuant to the Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCA 78B-13-101 et seq.

9. Neither party is receiving or has sought assistance or received public assistance for the parties' minor child.

10. The parties have no information of any custody proceeding concerning the minor child, other than this divorce proceeding, in a court of Utah or any other state.

11. Brian does not know of any other person not a party to these proceedings who has physical custody of the minor child or who claims to have custody or visitation rights with respect to the minor child.

12. It is in the best interests of the parties' minor child for Brian and Jennifer to be granted joint legal custody, subject to the parenting plan below.

13. It is in the best interests of the parties' minor child for Brian and Jennifer to be granted joint physical custody.

14. The parties' parent-time shall be as they agree. If they are unable to agree, their

parent-time shall be governed by UCA 30-3-35.2.

PARENTING PLAN

15. Sharing of Information: Both parents shall be provided complete access to all records of the child. The parents shall share with each information on the child's development, education, healthcare, church, extracurricular, and other activities.

16. Decision-Making: Each parent shall have the right to make day-to-day decisions concerning the child while he or she is in the care of that parent. For all other decisions regarding the child, the parents shall cooperate and work together to make joint decisions that are in the best interest of their child.

17. The parents shall inform each other when issues arise regarding the child. Both parents shall be afforded the opportunity to gather and exchange information that would be helpful in making a decision and present that information to the other parent.

18. Dispute Resolution: The parties will follow the steps set forth above and make a good-faith effort to resolve any parenting dispute. In the event of a parenting dispute that they are unable to resolve, other than a dispute over the enforcement of parent-time, the parties must attend mediation prior to bringing the matter to the Court. Brian shall have the final decision-making authority until the parties attend mediation. If the parties are unable to agree at mediation, Brian shall have the presumptive final authority until the issue is adjudicated by the Court.

19. Telephone Contact: Telephone contact shall be at reasonable hours and for a reasonable duration.

20. Transportation: The receiving parent will pick up the child.

21. Relocation: If a parent relocates more than 150 miles from the residence of the other parent then the moving parent shall receive parent-time in accordance with UCA 30-3-37.

22. Each party shall be required to give notice to the other of any change of address within 24 hours.

23. Traveling with minor child: Neither party may engage in non-routine travel with the child without informing the other party. The following information must be provided to the other party:

- a. An itinerary of travel dates and destinations;
- b. How to contact the child or traveling party; and
- c. The name and telephone number of an available third person who will know the child's location

24. Holidays. When appropriate and as governed by the provisions of 30-3-35.2, the parties shall follow the holiday parent-time schedule pursuant to UCA 30-3-35.2 as set forth below:

Even Years	Odd Years	Holiday and Time
Jennifer	Brian	<p>Martin Luther King Jr. Holiday</p> <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 children;</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 children 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>

Brian	Jennifer	<p>President's Day</p> <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 children;</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 the children to school on the day following President's Day;</p> <p>or</p> <p>(b) at 8 a.m. on the day following President's Day if there is no school.</p>
Jennifer	Brian	<p>Spring Break</p> <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 the children 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>
Brian	Jennifer	<p>Memorial Day</p> <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 children;</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 the children to school on the day following Memorial Day;</p> <p>or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p>
Jennifer	Brian	<p>July 4th</p> <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>
Brian	Jennifer	<p>July 24th</p> <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>
Jennifer	Brian	<p>Labor Day</p> <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 children;</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 the children to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>
Brian	Jennifer	<p>Columbus Day</p> <p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p>

		(2) Holiday ends at 7 p.m. on Columbus Day.
Jennifer	Brian	Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the children 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.
Brian	Jennifer	Halloween (1) Holiday begins on October 31st 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 the holiday begins.
Jennifer	Brian	Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.
Brian	Jennifer	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 the children to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.
Jennifer	Brian	First Half of Christmas Vacation (1) Holiday begins at: (a) 6 p.m. on the day on 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 27th at 7 p.m.
Brian	Jennifer	Second Half of Christmas Vacation (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the children to school on the day that school resumes after winter break.
Jennifer	Brian	The day before or after children's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Brian	Jennifer	Children's actual birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Brian	Brian	Father's Day (1) Holiday begins on Father's Day at 9

		a.m. (2) Holiday ends on Father's Day at 7 p.m.
Jennifer	Jennifer	Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.

EXTENDED PARENT-TIME

Brian/Jennifer	Each parent shall have 14 days of uninterrupted parent-time during the summer break, which may be consecutive. Brian shall have an additional 14 days, which may be consecutive, which shall be interrupted with Jennifer having a midweek visit. Brian shall have first choice of his 14 days in even years and shall inform Jennifer of his election by May 1; Jennifer shall have first choice of her 14 days in odd years and shall inform Brian of her election by May 15.
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25. The parties shall follow the parenting plan requirements in UCA 30-3-10.9, and the advisory guidelines found in UCA 30-3-33.

END PARENTING PLAN

Child Support

26. Brian works for Northrop Grumman as an I.T. Network Engineer, earning income of \$13,000.00 per month.

27. Jennifer works for Prosites as a Trade Show Coordinator, earning gross income of \$5000.00 per month.

28. Based on the parties' respective incomes and the statutory child support tables, Brian's base child support obligation shall be set at \$348.00 per month. The parties have agreed that Brian shall pay \$600.00 per month as child support, which is a deviation from the statutory table. Child support is payable on the 5th and the 20th of each month

29. Pursuant to UCA 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.

30. Pursuant to UCA 78B-12-210(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.

31. Unless the Court orders otherwise, support for the child terminates at the time: (1) the 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 UCA 78A-6-801. The parties shall be required to meet and confer prior to the child's 18th birthdays to determine whether it is necessary to request an extension of child support from the Court.

32. Health and Dental Insurance: Brian shall maintain medical insurance on behalf of the minor child so long as it remains available to him at his place of employment at a reasonable

expense. Jennifer shall be responsible for one-half the minor child's medical insurance premiums.

33. In the event that Jennifer obtains insurance, and Brian does not have the child covered, Brian shall compensate Jennifer for one-half the cost of the minor child's premium. In the event that both parties have medical coverage for the minor child, each party shall pay their own cost and neither party shall compensate the other.

34. Brian and Jennifer 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 78B-12-212. Moreover, the parties shall provide each other with executed claim forms, medical cards, insurance information, and other assistance necessary to insure the prompt payment of the insured portions of such claims within one (1) week of any change of those policies or within one (1) week of receipt of said materials.

35. The party obtaining insurance shall provide verification of coverage to the other party upon initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year, as set forth in UCA 78B-12-212.

36. The parties shall provide written notice to the other party of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in UCA 78B-12-212.

37. Pursuant to UCA 78B-12-212(5), at any time when the parties are sharing the cost of the health insurance premium, the child's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

38. Pursuant to UCA 30-3-5.4, if, at any point in time, the dependent child is covered

by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Brian shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Jennifer shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. These provisions apply unless the parties determine the reverse is most cost-effective and so agree in writing.

39. Brian and Jennifer shall divide equally all medical, dental, orthodontic, optical, pharmaceutical, counseling, co-pay and deductible expenses that are incurred on behalf of the minor child and not covered by insurance as set forth in UCA 78B-12-212(3).

40. 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 78B-12-212.

41. The parent who incurs the medical expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent as set forth in UCA 78B-12-212.

42. Notice to Medical/Dental Expense Creditors: Pursuant to UCA 15-4-6.7, UCA 30-2-5, and UCA 30-3-5(1)(c), when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to UCA 30-3-5, 30-4-3, or 78B-12-212, or an

administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under UCA 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

- a. Each party shall send a copy of the *Decree of Divorce* to the creditor of the particular medical or dental expense of the minor child(ren);
- b. Notify the particular creditor of that party's current address; and
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under UCA 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

43. Childcare Expenses: Pursuant to UCA 78B-12-214, the parties shall share equally

the actually incurred, reasonable, work-related childcare expenses.

44. Pursuant to UCA 78B-12-214(2)(a), if a party incurs a childcare expense

for the parties' minor child, they shall provide written verification of the childcare provider, their contact information, and the cost and payment of the childcare expense to the other parent within thirty (30) days of incurring such expense. If written verification of the cost, identity and contact information of the provider are not provided within thirty (30) calendar days, the party incurring the childcare expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses.

45. Tax Credit: The parties shall alternate claiming the child for purposes of the income tax credit each year, with Brian taking the exemption the first such year.

46. Mutual Restraining Orders: The parties shall be restrained from disparaging the other party to or in the presence of the minor child and are to instruct third parties to also be so restrained. Both parties shall be restrained from discussing the legal action or any adult topics with or in the presence of the minor child and are to instruct third parties to also be so restrained.

47. Brian and Jennifer shall be permanently restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through e-mails, texts, etc., contacting the other party's significant other, and unplanned visits at the other's place of residence or place of employment.

48. When the child is under the party's care, the party has a duty to use best efforts to prevent third parties from doing what the parties are prohibited from doing under this order or the party must remove the child from those third parties.

Division of Personal Property

49. During the marriage, the parties accumulated personal property. The property shall be divided as the parties shall agree; if the parties are unable to agree they shall be ordered to attend mediation.

50. Each party shall be solely responsible for any debt associated with any item of property which is granted to that party and shall indemnify and hold the other party harmless therefrom.

51. Each party shall be granted any property he or she acquires after their separation, free and clear of any claim by the other party.

Division of Financial and Retirement Accounts

52. During the marriage, the parties accumulated financial assets and retirement assets. These assets shall be divided equally between the parties.

53. The parties' retirement assets shall be equitably divided via a QDRO.

54. Jennifer is granted one-half of Brian's retirement, consisting of a 401(k) with Northrup Grumman, managed by Fidelity. The date of division shall be the date of the Decree of Divorce, plus or minus gains and losses.

55. The parties' checking and savings accounts shall be equitably divided as soon as reasonably practicable. After these accounts are divided, they shall be closed.

56. The parties shall cooperate in order to submit any QDRO or other documents required to divide the retirement assets.

Allocation of Debt

57. During the marriage, the parties incurred debts which shall be paid pursuant to the sale of the marital home. The parties will exchange proof of their medical debts prior to the closing of the sale of the marital home. Any party who fails to disclose a debt to the other shall hold harmless and indemnify the other with regard to that debt.

58. Until the sale of the home, the parties shall each continue paying any debt that they have historically paid since separation.

59. If either party has incurred debt after separation, that debt shall be the sole responsibility of the party who incurred it.

Division of Real Property

60. During the marriage, the parties acquired real property in the form of a house, located at 9566 Pinedale Circle, Sandy, Utah 84092.

61. During the pendency of the divorce, Brian shall be granted sole and exclusive possession of the home, subject to Jennifer's equitable share in the property.

62. The Marital Home shall be sold, and the proceeds shall be utilized equitably as set forth below:

- a. First, pay off the mortgage;
- b. Pay any broker fees and other costs associated with the sale;
- c. Pay off all marital debts which either party has disclosed to the other, including credit cards;

d. Finally, all remaining funds shall be divided 50/50 between the parties.

Alimony

63. Both parties to this action are able-bodied and employed, and neither party shall be awarded any alimony from the other.

Other Provisions

64. Each party shall be responsible for his or her own attorney fees.

65. Jennifer may return to her maiden name of Jennifer Marie Stiegler, if she so chooses.

66. Identity Theft: Neither party shall use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

67. Documentation: Each party shall cooperate with the other, through counsel or otherwise, to effect changes and title to property divided hereunder, to close all joint banking, charge, or other financial services accounts (including securities accounts), to change the names and responsibilities for payment on charge accounts and other debts and obligations divided herein, and to cooperate in each and every other way necessary and proper to ensure that the terms set forth herein are carried out in every detail as expeditiously as is practicable under the circumstances.

SO ORDERED.

*Order becomes effective on the date of
electronically added signature and seal on page one.*

APPROVED AS TO FORM:

/s/ Andrew Langeland
Andrew Langeland, Attorney for Jennifer Williams
*Electronically signed by Russell Gray with
permission of Andrew Langeland*

*****Pursuant to URCP 7, this document will be submitted for signature if no objection is raised within one week of service. *****

CERTIFICATE OF SERVICE

I HEREBY certify that on this 3rd day of October 2023, a true and correct copy of the foregoing document was served via e-mail, to the following:

Andrew Langeland
Attorney for Jennifer Williams

/s/ Diana Krautner
Diana Krautner
Paralegal to Russell Gray