

The Order of the Court is stated below:

Dated: February 28, 2025
04:55:25 PM

/s/ TERESA WELCH
District Court Judge



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

<p>In the matter of the marriage of:</p> <p>LARA HAYNES,</p> <p style="text-align: center;">Petitioner,</p> <p style="text-align: center;">and</p> <p>SVEN HAYNES,</p> <p style="text-align: center;">Respondent</p>	<p>DECREE OF DIVORCE</p> <p>Civil No. 244901466</p> <p>Judge: Teresa Welch</p> <p>Commissioner:</p>
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Petitioner, Lara Haynes (“Lara”), by and through counsel of record, Kara Lee Barton of the firm BartonWood, P.C, and Respondent, Sven Haynes (“Sven”), represented by Cory Wall, executed a Stipulation and Settlement Agreement to resolve all issues in dispute in the above-captioned divorce case. Based upon the Stipulation and Settlement Agreement fully incorporated herein by reference and the Court, being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The parties are awarded a Decree of Divorce to become final upon signature and entry.

1. Child. The following is the minor child of the parties.

Name	Date of Birth
A.H.	May 2014

PARENTING PLAN

2. Custody/Parent time. The parties are awarded joint physical custody of their minor child neither party being designated as primary residential parent for the purposes of school. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Mother	Father	Father	Father	Father
Week 2	Mother	Mother	Mother	Father	Mother	Mother	Mother

- a. School Year Parent Time:
 - i. Sven's alternating weekend shall extend Friday after school (or 9 a.m. if school is not in session) until Monday morning with drop off to school (or 9 a.m. when school is not in session.)
 - ii. Sven shall have a midweek overnight after school (or 9 a.m. if school is not in session) on Thursday until Friday morning with drop off to school (or 9 a.m. when school is not in session.)

b. Summer-time. Summer shall be divided such that each party shall have ½ of the summer. In the summer, the parties shall divide the summer with (1) each parent receiving alternating weeks with exchange Friday at 9:00 a.m. until the Friday prior to school commencing in the fall. Each party shall receive two uninterrupted weeks (which shall be three weeks due to week on/week off summer parent time) in the summer-time.

3. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. Sven shall have first choice of extended time in odd numbered years and Lara shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

4. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President’s Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m.

		to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day before or after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 9 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with the exchange at school

5. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the child's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties shall first seek the advice of an expert in the field. If they cannot come to an agreement, the parties shall mediate before court intervention. Both parties shall have the authority to make emergency and routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical. The parties shall continue to use their current pediatrician as the pediatrician for the child and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the child's medical

care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.

b. Dental. The parties shall use their current dentist as the dentist for the child and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the child's dental care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending dentist.

c. Separate Accounts. According to Utah Code Annotated §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

d. Educational Plan. The child shall continue to attend Morningside Elementary School and Wasatch Junior High School, unless otherwise mutually agreed upon by the parties in writing. If the parties do not mutually agree upon which high school to enroll the minor child, they shall participate in mediation prior to seeking court action and neither party shall have final say over the matter. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

6. Relocation. If either party moves more than 40 miles from the other parent, the parties shall be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.

7. Our Family Wizard. Unless the parties mutually agree otherwise, the parties shall utilize Our Family Wizard to communicate and calendar and exchange receipts. The

parties shall each pay their respective costs for Our Family Wizard. The parties shall not use their child to deliver messages. The parties shall use text contact only for emergencies and changes on the day of the exchange. Each party shall set up and pay for their portion of Our Family Wizard by March 15, 2025. The parties shall respond within 48 hours of any communication. The parties shall exchange receipts, calendar, and communicate through Our Family Wizard. The parties shall not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the child. The parties shall abide by the recommendations of the tone meter.

8. Co-Parenting Therapy. The parties shall continue to participate in co-parenting therapy and divide the cost equally until the parties mutually agree otherwise.

9. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

10. Travel.

a. When the child travels with either parent out of State, all of the following shall be provided to the other parent at least 24 hours prior to departure or 21 days for international travel, if possible:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the child or traveling parent can be reached;

- iv. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.
 - b. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.
- 11. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- 12. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.
- 13. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.
- 14. Mutual Restraining.
 - a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent.

Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

c. The parties shall not use their child to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the child or at any child's activity.

d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

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

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to

use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

15. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

16. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

17. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity

without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Our Family Wizard Calendar within 24 hours of receiving the calendar or any change.

18. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, lunches, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification 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 expense invoices, bills, receipts, and/or verification.

19. Transportation for the Child. The parties shall utilize school-to-school exchanges when school is in session. If school-to-school exchanges are not possible because school is not in session, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

20. Child Support. Child Support shall be calculated according to Utah Code Annotated §81-6-107 *et seq.* Lara's gross monthly income is \$10,522.00 per month. Sven's gross monthly income is \$10,301.00 per month. Lara has 205 overnights, and Sven has 160

overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Sven's child support obligation shall be \$334.00 per month. Child support shall commence the first of the month following the closing on the marital residence. Until that point, Lara is awarded 100% of the rental income in lieu of Sven paying child support. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

21. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. Lara is currently providing said insurance.
 - a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child 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. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. 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 Lara shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Sven 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 step-parent'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.

e. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance

carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

22. Childcare Expenses. It is not anticipated there shall be childcare expenses during the school year. The parties shall divide the costs of summer camp equally through the summer of 2025 and 2026.

23. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor child as follows:

a. Sven shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Lara shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

b. Sven is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

24. Taxes. The parties shall file jointly for the 2024 tax year. They shall divide the cost of tax preparation equally and the obligation and return, if any, shall be divided equally between the parties.

25. Real Property. The parties are selling their home for a reasonable market value price and shall split equally any proceeds from the home. Lara is awarded use of the home until it sells and shall make mortgage payments, HELOC payments and all other payments associated with the home commencing March 1, 2025. Furthermore, commencing March 1, 2025, Lara shall be awarded all of the rental income free and clear of any claim by Sven. The parties shall put the home for sale on or before March 15,

2025, with Lisa and Lori Woodbury. The parties shall follow the advice of the Real Estate Agent. Upon the sale of the home at a reasonable market value price, the parties shall split the net equity. The proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage shall be paid;
- iii. Third, pay the HELOC
- iv. Fourth, pay the Bank of America obligation #3820 in the approximate amount of \$19,301.00
- v. Fifth, pay the AMEX Personal Loan #1009 in the approximate amount of \$14,464.00
- vi. Sixth, pay the Bank of American obligation #6932 in the approximate amount of \$9,627.00
- vii. Seventh, pay Sven \$24,000.00
- viii. Eight, pay Lara \$57,000.00
- ix. Thereafter, the equity is equally divided between the parties.

26. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2020 Tesla	Sven
2018 Toyota Sienna	Lara, who shall refinance or pay off

	the existing obligation within 30 days of closing on the marital property and shall hold Sven harmless from the obligation.
Sven Green Couch	Sven
All other items in Lara's possession	Lara
All other items in Sven's possession	Sven
Photo of Sven and his Mother from 1970	Sven, if found

a. Sven shall pick up his items on a mutually agreed upon day and time on or before March 10, 2025. If Sven does not pick up his personal property on or before March 10, 2025, Lara may dispose of it as she chooses.

27. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
All debts in Sven's name only other than those specified above	Sven
All debts in Lara's name only other than those specified above	Lara

a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that

the person responsible for incurring the debt shall be responsible for paying it.

Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: 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 paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

28. Checking And Saving Accounts. The parties shall leave open the UFCU checking account #6803 with the approximate balance of \$140.09 for the purpose of child related reimbursements and expenses. The parties agree that Sven shall be awarded the UFCU accounts ending in #0799 free and clear of any claim by Lara. The parties agree that Lara shall be awarded the UFCU accounts ending in #3346 free and clear of any claim by Sven. The UFCU account #219 with the approximate balance of \$2.24 shall be awarded the Sven and closed by February 25, 2025.

29. Retirement Accounts. Sven Regions Financial 401(k) in the approximate balance of \$39,345.00 shall be divided equally as of the date of entry of Decree of Divorce. Lara's combined Fidelity accounts (401(a) and 401(b)) in the approximate balance of \$132,094.00 with an existing loan in the approximate amount of \$31,946.00 shall be divided equally as of the date of entry of Decree of Divorce after the total amount is

reduced by the amount of Lara's existing loan obligation on the date of entry of Decree of Divorce. For example, if the account were to be divided as of the date of signing this agreement the total balance of \$132,094.00 would be reduced by the loan of \$31,946.00 so the remaining balance of \$100,148.00 would be divided equally between the parties and each would be awarded \$50,074.00. Lara shall be responsible for 100% of the obligation associated with her account. The parties shall equally split the cost associated with splitting the accounts or QDRO, if any.

30. Name. Lara shall have the option of restoring her name to Lara Ramey Burns.

31. Alimony. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

32. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

33. Divorce Education. The parties shall take the Divorce Education Class and Divorce Orientation Class by March 13, 2025.

34. Full Disclosure. 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 order 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.

35. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

*****END OF THE ORDER*****

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

Approved as to form

/s/ Cory Wall

Cory Wall

Attorney for Respondent

(electronically signed with permission
via email dated 02/24/2025)