

The Order of the Court is stated below:

Dated: March 02, 2022  
04:35:40 PM

/s/ RICHARD MRAZIK  
District Court Judge



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**IN THE THIRD JUDICIAL DISTRICT COURT OF SUMMITT COUNTY,  
SILVER SUMMIT, STATE OF UTAH**

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**TRAVIS DUCE WRIGHT,**

Petitioner,

-vs-

**BREANNA CHARLOTTE WRIGHT,**

Respondent.

**DECREE OF DIVORCE**

Case No: 214500196  
Judge: Richard Mrazik  
Commissioner: Kim M. Luhn

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THIS MATTER comes before the Court by Motion for Entry of Decree of Divorce. The parties have entered into a Stipulation and Settlement Agreement which was filed with the Court on February 2, 2022.

Upon the basis or record herein, the Court being fully advised and having entered its Findings of Fact and Conclusions of Law, and for good cause appearing, therefore:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

### Divorce

1. The parties are awarded a Decree of Divorce from one another on the grounds of irreconcilable differences, the same to be made final upon entry.

### Custody and Parent Time

2. The parties have three (3) minor children born as issue of this marriage, namely: C.J.W (born 10/13/2016), B.D.W (born 08/20/2019), and B.K.W (born 08/08/2021).

3. The parties shall be awarded joint legal custody of the minor children.

4. The parties are ordered to discuss and attempt to agree on any and all major issues regarding the minor children, including but not limited to medical, education, schooling, and religious issues.

5. The parties shall incorporate U.C.A. § 30-3-33 advisory guidelines in their parenting plan for the minor children.

a. Both parties shall recognize that the best interests of their minor children require them to cooperate and treat each other with dignity and respect, especially in the presence of a child. Both parties shall encourage affection and promote respect toward the other party.

b. Each party is ordered to keep the other immediately informed as to address and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency.

c. Both parties shall be entitled to participate in all social and school functions.

d. The parties are ordered to notify the other when a child is ill. Prior to the exchange of a child who is ill, the parties shall discuss regular parent times and shall reasonably accommodate a sick child. If the parties cannot agree, regular parent time shall not be affected. A party shall not use a child's illness to frustrate parent time.

e. Neither party shall attempt to restrain or control the activities of a child on the other party's parent time.

f. Ongoing relationships between a child and relatives shall be encouraged and continued. Any visitation by relatives is ordered to be done during the scheduled parent time of the party to which they are related.

6. In the event of any dispute, the parties are ordered to attend mediation with the costs associated with such split evenly between the parties.

7. The parties shall be awarded joint physical custody of the minor children pursuant to the following schedule:

a. The Petitioner shall be awarded every other weekend from Thursday morning through Monday morning.

#### Relocation

8. Either party may relocate with the minor children so long as they provide the other party with sixty (60) days advance written notice of said proposed relocation. The parties are ordered to negotiate and attempt to agree upon a revised custody and parent time schedule. If the parties are unable to reach an agreement, then they are ordered to attend mediation and equally split the costs thereof. If no agreement is reached at mediation, Petitioner shall be

awarded U.C.A § 30-3-37 until the matter can be modified or alternative custody and parent time orders entered.

Summer Parent Time

9. Each party shall be entitled to a two (2) week uninterrupted summer vacation with the minor children with thirty (30) days advance written notice of such.

Holidays

10. The parties are ordered to mutually agree upon a holiday schedule or in the event of a dispute, use the provisions contained in U.C.A. § 30-3-35.5 with Petitioner designated as non-custodial parent for the purposes of holiday division only.

a. Holiday schedule shall be as follows:

<b>Holiday</b>	<b>Odd Years</b>	<b>Even Years</b>
Martin Luther King, Jr.	Father	Mother
President's Day	Mother	Father
Spring Break	Father	Mother
Memorial Day	Mother	Father
Independence Day	Father	Mother
July 24 <sup>th</sup> Holiday	Mother	Father
Labor Day	Father	Mother
Columbus Day	Mother	Father
UEA/Fall Break	Father	Mother
Halloween	Mother	Father
Veteran's Day	Father	Mother
Thanksgiving	Mother	Father
First half of Christmas	Father	Mother
Second half of Christmas	Mother	Father

b. For the minor children's birthdays, the parties will mutually agree on a schedule.

Transportation

11. The parties are ordered to utilize school-to-school exchanges when possible. If school-to-school exchanges are not possible, the receiving party shall provide the transportation unless otherwise agreed upon.

#### Communication

12. Neither party shall attempt to have a child transfer verbal or written messages between the parties.

#### Extracurricular Activities

13. The parties are ordered to not schedule or promote an activity that falls on the other party's parent time without first obtaining permission from that party in writing.

#### Other Parenting Provisions

14. All permanent adjustments or modifications to this Parenting Plan shall be made in writing, signed by both parents, notarized, and filed with the Court. Temporary or minor changes can be made whenever the parents agree.

#### Temporary Restraining Orders

15. The parties shall not say anything disparaging, demeaning, derogatory, denigrating, or insulting about the other parent to the minor children or in their presence, or allow third parties to do so. The parties are ordered to not discuss the divorce case or any other legal issue with the minor children or in the presence of the minor children.

16. Neither party will do or say anything to diminish the minor children's love and affection of the other party or allow third parties to do so.

### Restrictions

17. Neither party shall consume alcohol to the level of intoxication while the minor children are in his/her care.

18. Each party shall use their best efforts to be conscientious and mindful when introducing new significant others to the minor children.

19. Neither party shall travel with the minor children for longer than two (2) months at a time with at least two (2) consecutive months back in Utah.

### Child Support

20. The Petitioner is ordered to pay Respondent child support in the amount of \$1,129.00 per month pursuant to Uniform Child Support Guidelines. Currently, the Petitioner has a gross monthly income of \$7,488.87 and the Respondent has a stipulated gross monthly income of \$1,800.00.

a. Child support shall commence on November 1, 2021.

b. Child support payments shall be made one-half (1/2) on the fifth (5<sup>th</sup>) and one-half (1/2) on the twentieth (20<sup>th</sup>) of each month.

21. Unless the Court orders otherwise, support for the children terminates at the time: (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.

### Daycare Expenses

22. Each party is ordered to be responsible for any and all work or school related daycare expenses while the minor children are in his/her care.

#### Extracurricular Expenses

23. If Petitioner is notified prior to and agrees upon the minor children's extracurricular activities, Petitioner shall pay in full (100%) of the costs of all said activities.

#### School Expenses

24. Petitioner shall pay in full (100%) of all school related expenses.

a. Petitioner shall provide Respondent with \$250.00 per child each year for the purpose of purchasing school clothes for the minor children.

25. Respondent is ordered to provide verification of any expenses paid every other week and Petitioner is ordered to reimburse her within two (2) weeks.

#### Health Insurance

26. Currently, the Petitioner has health insurance for the minor children and shall continue to provide this insurance so long as such is available through his employment at a reasonable cost.

27. Petitioner is ordered to pay for all (100%) of the out of pocket premiums for the minor children's coverage.

28. Petitioner is ordered to pay the deductibles, co-pays, and expenses not covered by insurance.

29. Petitioner currently maintains health insurance coverage for Respondent. Petitioner shall continue to maintain such through the pendency of this divorce matter, so long

as it is available through his employment at a reasonable cost. Upon final entry of the Decree of Divorce the Respondent may elect to obtain COBRA coverage or alternative coverage at the Respondent's sole expense.

#### Debts and Obligations

30. During the marriage the parties acquired various debts and obligations. All marital debts shall be identified and distributed equitably between the parties as mutually agreed upon or as ordered by the Court.

31. The Petitioner is ordered to assume the following debts and obligations:

a. Respondent's dental implant if the divorce is final before the implant is obtained; and

b. Any and all debts owing to Petitioner's father.

32. The Respondent is ordered to assume the mortgage and all bills associated to the marital residence.

33. The parties are ordered to split equally the debt incurred on the Mountain America Credit Union Credit Card (which currently has "0" balance, and shall jointly agree when such is used and/or closed).

34. Any and all debts in each party's name shall be that party's sole responsibility.

35. The parties are ordered to assume, pay, and hold the other harmless from liability on any debts and obligations incurred in his/her own name after the parties' separation dated October 1, 2021.

#### Personal Property



36. During the marriage the parties acquired personal property which shall be equitably divided by the court or as agreed upon by the parties.

37. Petitioner shall be awarded the following:

- a. 2008 Ford F350;
- b. Two (2) snow mobiles (Polaris and SkiDoo);
- c. Yamaha 450 dirt bike; and
- d. Large gun safe.

38. Respondent shall be awarded the following:

- a. 2020 Yukon Excel; and
- b. Two (2) horses.

39. The following items are ordered to be sold and the net proceeds equally split between the parties:

- a. 2001 Ford F250;
- b. UTV – Side-by-Side Polaris Ranger Trailer; and
- c. Horse trailer.

40. Any pre-marital property shall be awarded to the respective parties.

#### Real Property

41. During the marriage the parties acquired a home located at 25 North 300 West, Henifer, Utah, 84033.

42. Respondent shall be awarded exclusive use and possession of the marital residence, and all equity therein free and clear of any claim from Petitioner in exchange for the negotiated custody, parent time, property settlement and alimony provisions contained herein.

43. Respondent has until December 31, 2022 to refinance the marital residence and remove Petitioner's name from the title and associated mortgage. If for any reason Respondent is unable to do so by December 31, 2022, the parties are ordered to return to mediation to attempt to agree on the modified agreement regarding such prior to returning to court.

44. Petitioner shall sign a Quitclaim Deed at the time of refinance.

#### Alimony

45. Petitioner is ordered to pay Respondent alimony of \$500.00 per month from the date this Stipulation is executed by both parties until June 30, 2022.

46. Petitioner is ordered to then pay Respondent alimony of \$300.00 per month until December 31, 2022. Thereafter, all alimony is waived and forever barred.

#### Retirement and Pension Plans

47. Each party shall keep his/her own retirement, IRA's, annuities, and pension plans free and clear of any claim by the other party.

#### Bank Accounts

48. There are three (3) joint accounts at Mountain America Credit Union which are the minor children's Certificate of Deposit's (CD). Neither party shall withdraw funds without the other's signature or written consent. Each CD is awarded to the minor child for their continuing education after high school.

49. Each party shall be awarded their own individual bank accounts free and clear of any claim from the other party.

Other Assets

50. Inheritances from either party's family shall remain with that party.

Tax Matters

51. While there are three (3) minor children, the Petitioner shall claim two (2) in odd years commencing 2021 and Respondent shall claim one (1) and alternate in even years.

52. When there are two (2) minor children, the Petitioner shall claim one (1) and Respondent shall claim one (1).

53. When there is one (1) minor child, the parties are ordered to alternate claiming the minor child.

54. The Petitioner must be current on child support and all other obligations by December 31<sup>st</sup> to claim the minor children as a deduction.

Other

55. It is reasonable and proper that Respondent shall be restored the use of her former name, Bartosz, if she so desires.

Attorney's Fees

56. Each party is ordered to pay their own attorney's fees and costs incurred in this case.

**\*\*\*\*In accordance with the Utah State District Courts' 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 by:

/s/ Kristin Jacobs

*Signature affixed by Petitioner's counsel with permission given via e-mail dated March 2, 2022*

Kristen Jacobs

Attorney for Respondent

**CERTIFICATE OF SERVICE AND RULE 7 NOTICE**

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of February, 2022, I caused a true and correct copy of the foregoing to be served, pursuant to Utah Rule of Civil Procedure 5(b), on Kristin Jacobs, Attorney for Respondent via e-mail at kristin@kjacobslaw.com.

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven (7) days, unless written objection is filed within that time period.

/s/ Melissa A. Patten-Greene

Melissa A. Patten-Greene

Attorney for Petitioner

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 2<sup>nd</sup> day of March, 2022, I caused a true and correct copy of the foregoing to be served, pursuant to Utah Rule of Civil Procedure 5(b), on the following person(s), by the means indicated herein.

Kristin Jacobs  
Attorney for Respondent

U.S. Regular Mail  
 Hand Delivery  
 Facsimile Transmission  
 E-file

/s/ Jennifer Van Duren