

FILED
Fourth Judicial District Court
of Utah County, State of Utah
10/18/01
Deputy

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**IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH
UTAH COUNTY, PROVO DEPARTMENT
P.O. 1847 - 125 North 100 West, Provo, Utah 84601**

VICTOR M. TAFOLLA,

Petitioner,

vs.

CHRISTINE A. TAFOLLA,

Respondent.

DECREE OF DIVORCE

Case No. 014400097

Division 8 - Judge: Anthony W. Schofield

This matter came before the Court for hearing on Respondent's Order to Show Cause on 27 July 2001. Petitioner was present and was represented by counsel, Sidney B. Unrau. Respondent was also present and was represented by counsel, Dana M. Facemyer. The parties and counsel met prior to the hearing and worked out all outstanding issues of the divorce, and their Stipulation was read into the record. Each client then acknowledged to the Court that the Stipulation as read into the record was true and accurate. The Court then accepted the parties' Stipulation. The Court, being fully advised on the premises, and having entered its Findings of Fact and Conclusions of Law based upon the parties' Stipulation, hereby:

ORDERS, ADJUDGES and DECREES:

1. The parties are hereby granted a Decree of Divorce on the grounds of irreconcilable differences to become absolute and final upon entry in the Registry of Actions in the Court.
2. There are two minor children who are issue of this marriage, Victor C. Tafolla, born on 8 March 1992; and Alyssa L. Tafolla, born on 14 August 1995.
3. The parties are hereby granted joint legal custody of the minor children, and Respondent is granted sole physical custody of the children subject to Petitioner's reasonable visitation rights, as the parties may agree.

If the parties are unable to agree upon a visitation schedule, it is just and proper that Petitioner should be granted the minimum visitation rights according to the guidelines set forth in Utah Code Annotated §30-3-32 through 37 (1953, as amended), modified to accommodate Petitioner's work schedule, as set forth below. A summary of the visitation schedule has previously been provided to the parties. All visitation is subject to the provisions below:

a. **Parental Responsibility** Each party should be restrained from making derogatory or disparaging remarks about the other party to the children, or in any way attempting to diminish the love and respect the children have for the other party.

b. **Limitations on removing the children** Neither party can remove the children from the state if it will in any way infringe upon the custodial or visitation rights of the other party, except as provided below. Furthermore, neither party can remove the children from the territory of the United States without giving at least 30 days' notice, but in any event custodial or visitation rights cannot be infringed upon without prior written consent of the other party. In the event either party intends to move to another state or more than 150 miles from his or her residence at the time of the filing of this action, he or she will notify the other party in writing at least 30 days in advance.

c. **Costs** The party exercising visitation is responsible for all the costs thereof.

d. **Minimum Schedule** The schedule outlined in Attachment A is to be construed as a minimum schedule, and the parties are free to adjust the schedule to allow more visitation for the non-custodial parent as suits their needs and desires, if mutually agreed. If a particular set pick-up time is impossible to accomplish due to circumstances beyond the reasonable control of the either party, such as work schedules, that visitation is to be exercised to the extent possible.

e. Visitation schedules mutually agreed upon by both parents are preferable to a court-imposed solution.

f. The visitation schedule shall be utilized to maximize the continuity and stability of the child's life.

g. The parties should give special consideration 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 visitation schedule;

h. The custodial parent shall have the child ready for visitation at the time he is to be picked up and shall be present at the custodial home or shall make reasonable alternate arrangements to receive the child at the time he is returned.

i. Neither visitation nor child support is to be withheld due to either parent's failure to comply with this visitation schedule.

j. The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school--including all events where parents are invited to participate--, social, sports, and community functions in which the child is participating or being honored, and the noncustodial parent shall be entitled to attend and participate fully.

k. The noncustodial parent shall have access directly to all school reports including preschool and day care reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

l. Each parent should provide the other with his current address and telephone number within 24 hours of any change.

m. Each parent shall permit and encourage liberal telephone contact during reasonable hours and uncensored mail privileges with the child.

n. Parental care, including by step-parents, shall be presumed to be better care for the child than surrogate care. The parties are encouraged to cooperate in allowing the non-custodial parent, if willing and able, to provide child care.

o. Each parent shall provide all surrogate care providers with the name, current address, social security number and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

p. For emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

- (i) an itinerary of travel dates;
- (ii) destinations;
- (iii) places where the child or traveling parent can be reached; and
- (iv) the name and telephone number of an available third person who would be knowledgeable of the child's location.

q. All visitation will accommodate Petitioner's work schedule, which means he may exercise his weekend visitation two weekends in a row if his work schedule is not otherwise able to be accommodated. 7.

4. Each party has equal responsibility to provide medical and dental insurance for the minor children. Currently Petitioner has such insurance through his employment. If such insurance is not available through either parties' work at a reasonable cost, each party shall pay half for mutually-agreed upon insurance coverage. Each party is ordered to pay one-half of any medical expenses of the minor children, including dental and optical expenses, not covered by insurance.

5. Petitioner is ordered to pay child support in the amount of \$578 per month, commencing the month of July 2001. Each party is ordered to pay one-half of all child care expenses actually incurred by Petitioner, as required by law.

a. Pursuant to UCA §78-45-7.2(8), the parties are to be notified concerning how the amount of child support may be modified after the entry of the final order in this matter, as follows:

- i. If the support order has not been modified within three years after the entry of the most recent order, either party may, without showing a substantial change in circumstances, move the Court to modify the order if a difference in at least 10% which would be required under the guidelines can be shown (UCA § 87-45-7.2(6)).
- ii. At any time either party may move the Court to modify the order if a substantial change in circumstances is shown (UCA § 78-45-7.2(7)).

6. Neither party is awarded alimony in this matter.

7. Each party is ordered to be equally responsible for all marital debts, if any, except as follows:

a. Respondent is hereby ordered to be fully responsible and hold Petitioner harmless for the following debts: All debts currently in her name, except for the debt on the parties' automobile awarded to Petitioner.

b. Petitioner is ordered to be fully responsible and hold Respondent harmless for the following debts: All debts currently in his name, plus the debt for the automobile which he is awarded in this action. Furthermore, .

c. Each party is hereby ordered to be solely responsible for any debts incurred after the date of separation and hold the other party wholly free from any liability resulting therefrom.

8. Petitioner is awarded the right to claim Alyssa L. Tafolla, born on 14 August 1995, as a dependency exemption for tax purposes as long as he is current with his child support for the year for which he desires to claim the exemption. Respondent is awarded the right to claim Victor C. Tafolla, born on 8 March 1992 for tax purposes.

9. Each party is hereby awarded the personal property currently in his or her own possession or control except as follows:

a. Respondent is awarded the following items: the encyclopedias set; the washer and dryer; an end table; anything that belonged to her mother; and the box spring.

10. Each party is awarded a one-half interest in Petitioner's retirement funds, accounts or other such interests, if any, accrued during the marriage. Each party should pay for one-half of the cost of a Qualified Domestic Relations Order dividing said benefits after the entry of the Decree of Divorce in this matter.

11. Each party is hereby ordered to pay his or her own attorney's fees and costs in this matter.

12. Respondent will retain her married surname, Tafolla.

13. Petitioner is ordered to maintain his life insurance policy through his employment naming the parties' minor children as beneficiaries.

14. It is just and proper that each party should be ordered to execute any documents necessary to implement the provisions of the Decree of Divorce in this matter.

15. The issues raised by the State of Utah, Intervenor, are hereby preserved for further adjudication.

a. Petitioner has acknowledged that he has not paid child support for three months, not the months for which the State of Utah is seeking reimbursement. It is just and proper that this should be taken into account by all parties when determining final child support arrearages, if any.

DATED this 11 day of October, 2001.

BY THE COURT:

Anthony W. Schofield
ANTHONY W. SCHOFIELD



Approved as to Form:

DANA FACEMYER
Attorney for Respondent

NOTICE

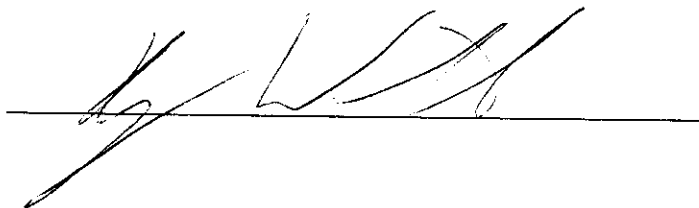
Pursuant to Rule 4-504 of the Utah Rules of Judicial Administration, the undersigned will submit the foregoing order to the judge of the above-referenced Court after five days from the date of this Notice, plus three days for mailing, unless an appropriate written objection is filed with the Court prior to that time.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 22nd day of August, 2001, I mailed a true and correct copy of the attached proposed DECREE OF DIVORCE AND JUDGMENT, postage prepaid, to the following:

Dana M. Facemyer, Esq.
Attorney for Respondent
3507 North University Ave.
Provo, UT 84604

Also Faxed To:
(801) 375-7686

A handwritten signature in black ink, appearing to read 'Dana M. Facemyer', is written over a horizontal line.