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Attorney for Petitioner

**DISTRICT COURT OF THE STATE OF UTAH
FOURTH JUDICIAL DISTRICT
UTAH COUNTY
SPANISH FORK DEPARTMENT
77 West Center St, Spanish Fork UT 84660**

In the Matter of the Marriage of:

KRISTI BRIANNE FAWCETT,
Petitioner,

and

TIMOTHY JAMES FAWCETT,
Respondent.

DECREE OF DIVORCE

Case Number: 264300166
Judge: Jared Eldridge
Commissioner: Marian Ito

Tier IV

The respondent's, Timothy James Fawcett's ("Tim," "Father," "Parent" or collectively, "Parents" or "Parties"), default having been entered; upon motion of the the petitioner, Kristi Brianne Fawcett, ("Kristi," "Mother," "Parent" or collectively, "Parents" or "Parties"), the Court, having made and entered its *Findings of Fact and Conclusions of Law*, and being fully apprised in the premises and for good cause appearing, the Court, now, hereby,

ORDERS, ADJUDGES, AND DECREES:

Decree of Divorce

1. Parties are divorced upon the grounds of irreconcilable differences.

Children of the Parties

2. There have been (3) children born as issue of the marriage ("Children") who remain dependent upon Parents for support, to wit: JF, born May 2016; AF born August 2017; and LF born April 2024.

Custody of Children—Legal

3. Parents are awarded joint legal custody of Children.

Custody of Children—Physical

4. Mother is awarded sole physical custody of Children.

Parenting Plan

5. Parties shall comply with this *Parenting Plan*:

5. a. Parents shall inform each other of significant issues regarding Children including, but not limited to, Children's education, healthcare and Children's religious upbringing. Parents shall discuss the issue, and if they are not able to reach consensus on a decision regarding the issue, they may seek consultation with a counselor or religious leader as they choose. If after consultation, they remain unable to reach consensus, Mother shall make the final decision. In an emergency, the consultation requirement is waived.

5. b. Parent who has actual physical custody of Children may make emergency decisions regarding the healthcare or safety of Children while Children are in the physical custody of Parent.

5. c. Day-to-Day decisions regarding the care, control and discipline of Children should be made by Parent in whose custody Children are at the time.

5. d. Special consideration will be given by each Parent to make Children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies and other significant events in the life of Children or either Parent that may inadvertently conflict with the parent-time schedule.

5. e. Parent-time for either Parent shall not interrupt Children's regular school hours.

5. f. If a Parent fails to comply with the parent-time schedule the Parent obligated to pay child support shall not withhold child support.

5. g. Parents shall notify each other of any significant school, social, sports or community functions in which Children is participating or being honored, and both Parents shall be entitled to attend and participate fully.

5. h. Parents shall have direct access to all of Children's school reports and healthcare records, and in the event of a healthcare emergency Parent in whose care Children are at the time of the healthcare emergency shall notify the other Parent immediately of the healthcare emergency.

5. i. Each Parent shall provide the other with his or her current address, home telephone number, cellular telephone number, email address and other vital parent-time access information within 24 hours or any change in such information.

5. j. Parents shall divide Children's transportation for school or daycare and parent-time as follows: unless otherwise agreed between Parents, Mother will drop Children off at school or daycare as applicable. Father will pick Children up for school, or daycare and take Children to Mother's residence unless Father has parent-time, in which case, Father will begin his parent-time and Father shall return Children to Mother at the conclusion of his parent-time. If Children are not in school or daycare, Father will pick Children up from Mother's residence.

5.k. For purposes of Children's education, absent an agreement of Parents, Children will attend school according to Mother's residence.

5.l. If either parent intends to relocate more than 150 miles from the other parent or out-of-state, Parents will follow the notice provisions contained in § 81-9-209 Utah Code Ann.

5. k. If the Court finds that Parent has used or frustrated the dispute resolution process without good reason or cause, the Court may award attorney's fees and financial sanctions to the prevailing Parent.

5. l. The Court shall have the right of review from consultation.

5. m. If a Parent fails to comply with a provision of the *Parenting Plan*, the other Parent's obligations under the *Parenting Plan* are not affected.

5.n. Either Parent may request the other Parent or any adult, not a parent, residing with Children to submit to a drug and alcohol test at the expense of requesting Parent. The request to submit to testing will include a text message notice informing other Parent that they are to take the test. The notice must contain the location and facility where the test must be taken, within a reasonable distance from the testing parent's residence. Requesting Parent must arrange and pay for the test. Testing Parent must provide the testing facility with both Parents' email and other contact information so the testing facility can send the results to each Parent independently.

Parent-time

6. Parent-time with Children shall be as follows:

6.a. Weekday Parent-time: Father will exercise parent-time on Monday and Wednesday from 3:30 pm to 8:30 pm.

6.b. Weekend Parent-time: Parents will alternate weekends from Friday at 3:30 pm, or from the conclusion of school if school is in session, to Sunday at 8:30 pm.

6.c. Holiday Parent-time: Holiday parent-time shall be according to § 81-6-302 Utah Code Ann for allocation of holidays. The time that holiday parent-time begins and ends for holidays over a weekend parent-time shall follow the times for weekend parent-time: beginning at 3:30 pm and ending at 8:30 pm. For single-day holidays, Father's holiday parent-time will begin at 3:30 pm and end at 8:30 pm.

Travel Notification

7. If either Parent travels out-of-state with Children, the traveling Parent shall provide to the other Parent the following information two-weeks before traveling: an itinerary of travel dates and the destinations associated with various travel dates.

Extracurricular Activities and Expenses

8. In addition to their child support obligation, Parents will share equally any extracurricular activities in which a child is enrolled, provided the activities and costs are agreed by each parent in writing. If Parents do not agree to an extracurricular activity, the party desiring the child to participate may enroll the child at that parent's expense. The other parent will not be required to have the child participate in the non-agreed

activity during their parent-time if they choose not to. Transportation to agreed activities will be shared by Parents. Parents will alternate providing transportation to agreed activities. Parents also will alternate providing transportation to a child's regular medical appointments such as regularly scheduled therapy.

9. In addition to their child support obligation, Parents shall share equally all reasonable and necessary education-related expenses incurred on behalf of a child. Such expenses shall include, but not be limited to, registration and enrollment fees, tuition, school supplies, technology fees, yearbooks, uniforms, activity fees, field trip costs, instrument rental, lab fees, and other education expenses. The parent incurring the expense shall provide documentation of the expense to the other parent within thirty (30) days of payment, and the other parent shall reimburse their share within thirty (30) days after receipt of documentation.

End of Parenting Plan

Child Support

10. Child support for Children shall be calculated in accordance with the following:

10. a. Mother's imputed gross monthly income, for purposes of calculating base child support, shall be \$4,004 per month.

10. b. Father's gross monthly income, for purposes of calculating base child support, shall be \$3,282 per month.

11. Father shall pay Mother \$1,200 per month as base child support until Children attain the age of (18) years of age or graduate from high school during

Children's normal and expected year of graduation, whichever occurs later, marries, becomes a member of the US armed forces or is emancipated.

12. Father's obligation to pay base child support shall commence September 1, 2026.

13. Father shall pay one half (1/2) of the base child support amount on the 5th day of each month and the other one-half (1/2) on the 20th of each month.

14. Mother shall be entitled to mandatory income withholding relief.

Child's Healthcare

15. Mother shall maintain medical, dental and vision insurance for Children, and pay 100% of the costs of the health insurance premiums.

16. If, at any time, a dependent child is covered by the health, hospital or dental insurance plans of both Parents, the health, hospital or dental insurance plan of Parent whose insurance provides the best coverage shall be primary coverage for the dependent child and the health, hospital or dental insurance plan of the other Parent 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 stepparent 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.

17. Parents will share equally any and all out-of-pocket costs for non-covered medical expenses including deductibles and co-payments, including treatment for mental illness or therapy.

18. A Parent who incurs medical or dental expenses for a child will be required to provide the other Parent with written verification of payment or the incurring of medical and dental expenses to the other party within thirty (30) days of payment by Parent paying the bill, or the date of payment by any insurance carrier with a balance remaining owed by Parents.

19. Parent who fails to comply with this requirement may be denied the right to recover other Parent's share of the expenses.

20. The Parent reimbursing expenses will reimburse other Parent within thirty (30) days of receiving notice of the expense.

21. Parent's requirement to maintain health, dental, and vision insurance and to pay non-covered health expenses remains in effect for a child only so long as that child is of the age to be entitled to child support.

22. Mother will provide verification of coverage to Father or to the Office of Recovery Services under Title IV of the Social Security Act, 42 USC § 602 *et seq*, upon initial enrollment of Children and thereafter on or before January 2 of each calendar year. Mother will notify Father or the Office of Recovery Services of any change of the insurance carrier, premium amount, or benefits within 30 calendar days of the date Mother first knew or should have known of the change.

Child Care

23. Parents shall share equally work-related childcare expenses for a child.

23.a. Before either Parent uses a third-party caregiver, outside the household, to care for a child longer than five (5) hours or overnight, other Parent shall

have a right of first refusal to provide childcare.

23.b. The Parent needing childcare will provide reasonable advance notice, including the anticipated start and end time of the care. Other Parent will respond within a reasonable time. If other Parent declines to provide care or does not respond within a reasonable time, Parent needing care may make appropriate alternative childcare arrangements.

23.c. If the other Parent elects to exercise the right of first refusal, that Parent will be responsible for all transportation associated with exercising that care, including picking up the child at the beginning of the care period and returning the child to other Parent, or to another mutually agreed location, at the end of the care period.

23.d. When either Parent leaves a child with a third-party caregiver, that Parent will provide the caregiver with other Parent's contact information. The Parent using the third-party caregiver will also provide other Parent with the caregiver's name and contact information, along with location where care will be provided.

23.e. Parent incurring childcare expenses shall provide written verification of the expense and identity of a childcare provider to other Parent upon initial engagement of a provider and thereafter on the request of the other Parent.

23.f. Parent shall notify other Parent of any change of a childcare provider, and change in the monthly expense of childcare, or the termination of childcare within 30 calendar days after the day on which the change occurred.

23.g. Parent incurring work-related childcare expense may be denied the right to receive credit for the expenses or to recover other Parent's share of the

expenses if Parent incurring the expenses fails to comply with this paragraph.

Child Tax Dependency Exemption

24. Mother may claim Children as dependents and may claim Children's exemptions for income tax purposes every year.

Parties' Personal Property

25. Parties are awarded their own vehicles, subject to the debts thereon, as their sole and separate property, free of any interest in other Party. If Party's vehicle is subject to a loan, Party awarded the vehicle will assume and pay the loan and hold other Party harmless therefrom.

26. Furniture and furnishings in Parties' marital home, located at 701 East 500 South, Provo, Utah County, Utah ("Marital Home"), is awarded to Kristi as her sole and separate property, free of any interest in Tim.

27. Property Parties have inherited or received by gift is awarded to Party inheriting or receiving it, free of any interest in other Party.

28. Any other personal property is awarded to Parties as they agree.

Parties' Real Property

29. Parties marital house and real property, the Marital Home, is located at 701 East 500 South, Provo, Utah County, Utah.

30. Kristi has gotten an appraisal of the property. Kristi is awarded exclusive possession of the Marital Home subject to the mortgage thereon. Tim is awarded an equitable lien of 50% of the appraised value (Tim's Equity). Kristi may reside in the Marital Home until the youngest child turns 18. Kristi may pay Tim Tim's Equity at any

time but no later than a reasonable time after the youngest child turns 18. If Kristi chooses to sell the house before the youngest child turns 18, or Kristi cannot pay Tim's Equity within a reasonable time after the youngest turns 18, Tim has the right of first refusal to purchase the Marital Home for one-half the market value at the time of sale or within a reasonable time after the youngest turns 18, minus Tim's Equity. If Tim does not exercise his right of first refusal, the Marital House will be sold and Tim shall be paid Tim's Equity from the proceeds of the sale.

Parties' Business Interests

31. Parties have no business interests.

Parties' Debts

32. There are no debts of the marriage.

33. Parties shall assume and pay any debts in their own respective names, holding the other Party harmless therefrom.

Financial Accounts

34. During the course of the marriage Parties acquired financial accounts.

35. Parties are awarded their own financial and bank accounts in their own respective names as their own sole and separate property, free of any interest in other Party.

Retirement Accounts

36. During the course of the marriage, Parties acquired retirement accounts. Parties are awarded their own retirement accounts held in their own respective names as their own sole and separate property, free of any interest in other Party.

Alimony

37. Parties are able to meet their own financial needs without the contribution of the other Party. Neither Party is awarded alimony from the other, either now or in the future.

Attorney's Fees

38. Each Party shall pay their own attorney's fees and costs.

Notice to Creditors

39. Parties shall provide a copy of this *Decree of Divorce* to all joint creditors for any outstanding obligations that are included in the *Decree of Divorce*.

40. Party not obligated to pay a joint obligation shall be required to:

40. a. Send a copy of the *Decree of Divorce* to each joint creditor he or she is not required to pay as soon as possible.

40.b. Notify the joint creditor of the current address for each Party.

40.c. Inform the joint creditor that each Party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by Party required to pay the debt unless the creditor has first made a demand for payment on Party who was not required to pay the debt.

Document Delivery

41. Parties shall execute and deliver to the other Party any documents necessary to implement the provisions of the *Decree of Divorce*, including but not limited to, titles and deeds. Should either Party fail to execute a document within sixty (60) days of the entry of the *Decree of Divorce*, other Party may bring a Motion to Enforce at the expense of the disobedient Party and request the Court to appoint some

other person to execute the document in questions, pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 of the Utah Rules of Civil Procedure shall have the same force and effect as if executed by the disobedient Party.

Full Disclosure

42. In the event a Party does not disclose all assets to the other Party, the Party discovering the undisclosed asset or assets should be awarded the entire asset or assets free and clear of any encumbrances and any claims by the other Party.

Failure to Comply

43. If either Party fails to comply with any terms and conditions of the *Decree of Divorce*, the Party who failed to comply shall be liable to the other Party for all reasonable attorney's fees and costs incurred in enforcing the terms and conditions of the *Decree of Divorce*.

Miscellaneous

44. Kristi shall be restored to her maiden name if she so desires.

END OF ORDER

In accordance with the Utah State District Court's eFiling Standard No. 4, and URCP Rule 10(3), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature in the upper right-hand corner of the first page of this Order along with the Court's seal and the date the Order was entered by the Court.