



JARRETT ALAN DALEY
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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

In the matter of the marriage of: JARRETT A DALEY, Petitioner and SAYLEY M TORZILLO, Respondent.	DEFAULT DECREE OF DIVORCE Case No. 264401455 Judge Wright Commissioner Hardy
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This matter is before the Court on Petitioner's Petition for Divorce. The Respondent, Sayley M. Torzillo, having been duly served failed to plead or otherwise defend this action and default has been entered. The Court having previously entered it's Findings of Fact and Conclusions of law, and the Court being fully advised on the premises, and for good cause appearing, therefore:

ORDERS, ADJUDGES & DECREES

1. **Decree of Divorce** The parties are granted a Decree of Divorce on the grounds of irreconcilable differences.

Minor Children, Custody & Parent Time

2. There is one minor child at issue in this marriage to wit: L.D. (DOB: 2/2023)
3. The parties have cared for the child since they were born, providing for their care and

comfort and seeing to their day to day needs. They have shared an informal joint-physical custodial arrangement during the separation. The parties have adjusted their schedules to accommodate the child's needs and their own plans.

4. The parties are granted joint legal custody, and shall share joint physical custody of the child, with Respondent being designated as the primary physical custodian for the purposes of determining holiday parent-time.

- a. The parties are currently following an every other day schedule with alternating weekends, with Sayley having the child Monday and Wednesday, and Jarrett having the child on Tuesday and Thursday.

- b. Should the parties disagree at any point in regards to the parent time schedule, at a minimum, Petitioner is granted the parent-time (visitation) as set forth in Utah Code Annotated(UCA) §81-9-202 through §81-9-305, specifically §81-9-303 until such time as an agreed upon schedule can be made.

7. All visitation should be subject to the provisions of the parenting plan, set forth below:

PARENTING PLAN

- a. **Parental Responsibility**

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

- ii. Illegal drugs (including illegal use of prescription drugs) cannot be consumed by either party or in the place where the child is staying or while the child is present.

- iii. Each parent will abide by the times set forth in law or mutually agreed-to in

writing concerning exchanging the child and will be considered late if more than 15 minutes have passed beyond the appointed time. If the non-custodial parent is late in picking up the child, parent-time will be considered forfeited, unless the lateness is due to unforeseen extraordinary circumstances (e.g., weather, traffic and other extraordinary conditions). If either parent is delayed in picking up or bringing the child, efforts should be made, if possible, to call, text or otherwise communicate with the other party the reason for the delay.

b. Limitations on removing the child

i. Neither party can infringe on the parent-time or custodial rights of the other party, without prior written permission (paper, email, text, etc.) setting forth a clear agreement of the parties.

ii. Neither party is restricted from leaving the county of his or her residence or the State of Utah during her or his exercise of parent-time as set forth herein, subject to the provisions of provision (p), below.

iii. Neither party can remove the child from the territory of the United States without giving at least 60 days' written advanced notice.

iv. If either party intends to move more than 150 miles away or to another State (see provision (q), below), she or he will notify the other party in writing at least 60 days in advance. This provision is not intended to limit either parent from moving.

c. Costs & Transportation for Parent Time The parties will share transportation costs 50/50 as long as they reside within 50 miles of each other. Typically, the party whose turn it is to have the child will transport.

i. In the event the primary custodial parent moves more than 50 miles away but less than 150 miles away, the parties should equally split the cost and time involved in transporting the child. Unless otherwise ordered by the Court, the party whose turn it is to have the child should retrieve the child from the other parent within fifteen (15) minutes of the time specified by law or otherwise mutually agreed-upon for the exchange.

ii. In the event the non-primary-custodial parent moves more than 50 miles away but less than 150 miles away, that parent should bear all costs of transportation for visitation unless otherwise ordered by the Court, and should retrieve or deliver the child from/to the custodial parent within fifteen (15) minutes of the time specified by law or otherwise mutually agreed-upon for the exchange.

iii. In the event the party responsible to pay child support is behind more than one month, then that party is responsible for all parent-time transportation. “Behind more than one month” means, for the purposes of interpreting this paragraph, if child support is due in a particular month and it is not paid within that month, then it is considered “more than one month” late.

d. **Minimum Schedule** The schedule outlined in Utah law, as amended and as modified herein, 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 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 and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, telephone number and social security 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. **Relocation** Pursuant to UCA §81-9-209 (Relocation Statute), when either parent decides to move from the state of Utah or 150 miles or more from the residence specified in the court's decree, that parent shall provide reasonable advance written notice of the intended relocation to the other parent. It is just and proper that such notice shall be given 60 days prior to the intended move. In any event, if the parties intend to live more than 150 miles apart or in separate states, either before or after the entry of the Decree of

Divorce (or other order setting forth custody and related issues), it is just and proper that the Parent Time set forth in UCA §81-9-209 should apply, except that if the distance between the residences of the parties is less than 150 miles, regardless of whether or not residing within the same state, the provisions set forth in subparagraph (c), above, should apply.

r. **Resolving Disputes - Mediation** In the event there are disputes between the parties concerning parenting, visitation or other issues concerning the children, the parties agree to attempt to resolve their differences with the help of a mutually-approved mediator or a Court-approved mediator prior to any hearing in the Court. This provision should not apply to emergency situations.

–END OF PARENTING PLAN–

Support for the Minor Child

8. **Medical/Dental & Psychological Insurance** Each party has equal responsibility to provide medical and dental insurance for the minor child. The minor child shall be placed on the insurance of Respondent through her employer. Pursuant to UCA §81-6-208, each parent to share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance, and the parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium. If neither parent has insurance but another member of the either parent's household provides insurance coverage for the children, the other parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium. 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. The parties are ordered to equally split any medical expenses of the minor children, including dental, orthodontic, psychological and optical expenses, not covered by insurance.

9. **Child Support Calculation.** Petitioner is currently employed and earns approximately \$5,635 per month. Respondent is employed and earns approximately \$4,111 per month.

10. **Ongoing Monthly Child Support Amount** The Court orders that an obligation is owed to the obliger pursuant to the Child Support Worksheet. Therefore, Petitioner is ordered to pay child support to the Respondent in the amount of \$89 per month. This support shall continue until such time that the child reaches the age of 18 or graduates from high school, which ever occurs later.

a. Additional expenses. The parties are ordered to equally bear all school related expenses including books, fees and school lunches.

11. **Daycare** Pursuant to UCA §78B-12-214, the parties are required to share equally the reasonable work-related child care expenses of the parents.

Personal Property & Real Property

12. **Separate Property.** Each party should be awarded his or her respective separate property without claim by the other.

13. **Personal Property.** During the course of the marriage, the parties acquired personal property.

a. Jarrett is awarded the following items of personal property: Cannoli and Hobbes (dogs), Jarrett's car, Ram Charger, tools, Fridge, Washer & Dryer, TV stand,

Dresser, Black Shelving, Kitchen Table & Chairs, Pressure Washer, Lawn Mower,

b. Sayley is awarded the following items of personal property: Sayley's car,

Bed and Frame, House Decor/Shelving, Hutches, Grey Chairs and Ottomans, Ikea
Tables, Kitchen Aid Mixer, Child's table, Living Room TV, Nintendo Switch,
Vacuum, Cricut, Stools, Child's Dresser, Shoe Bench.

c. Any remaining property has been divided equitably and is awarded to the person
who is in possession at the time this divorce is final.

14. **Real Property.** The parties acquired real property during the course of the marriage
which has been sold during the separation. Each party was awarded one half of the equity in the
home.

Financial Issues

15. **Debts.** There are no marital debts at issue in this marriage.

a. Petitioner is ordered to pay any debt incurred in his name whether it was incurred
after the date of the parties separation or during the marriage.

b. Respondent is ordered to pay any debt specifically in her name whether it was
incurred after the date of the parties separation or during the marriage.

c. If there are any joint debts, such shall be paid for by the person who incurred the debt.

16. **Retirement and Stock.** Each party retains sole interest in his or her own retirement
funds, accounts or any such interests, if any.

17. **Alimony.** Neither party is awarded alimony from the other.

18. **Tax Exemptions** It is just and proper that each party shall be entitled to claim the
benefits, formerly known as a dependency exemption on a rotating basis. Petitioner will

claim said benefit for even-numbered years (2026, 2028, etc.), and that Respondent can claim said exemption for odd-numbered years (2025, 2027, etc.). The parent owing child support must be current on his or her child support payments by 31 December in any year for which that parent desires to claim the exemption; otherwise the other can claim the exemption, regardless of the year, without further notice. Furthermore, if one parent would not gain any advantage by claiming the exemption or is otherwise barred by law from claiming the exemption, the other parent can claim the exemption without further notice.

19. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service, or for any other purpose without express written consent.

Miscellaneous Provisions

20. **Execution of Documents** Each party is required to execute whatever documents are necessary to execute the Orders of the Court in this matter.
21. **Mutual Restraining Order** Each party is restrained from bothering, harassing, annoying, threatening, harming or otherwise doing anything to cause fear of immediate harm, including intentional infliction of mental anguish, on the other party.
22. If so desired, Petitioner's should be restored to her maiden name of Torzillo.

**Upon approval, electronic signature of the Court
appears on the top of page 1 of this order.**