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IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH

In the Matter of the Marriage of CORIN SATUALA, Petitioner, and ULUI LAKEPA SATUALA, Respondent.	DECREE OF DIVORCE Case No. 254700474 DA Discovery Tier: 4 Judge Ronald Russell Commissioner Julie Winkler
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THIS MATTER came before the Honorable Ronald Russell of the above-entitled Court, neither party appearing in front of Judge Russell, but Petitioner having entered her *Declaration As To Jurisdiction And Grounds*, and Respondent having been duly served with a Summons and Complaint for Divorce, and having failed to answer or otherwise plead to said Complaint within the period of time permitted therefore by law, and the clerk of the court having heretofore entered the default of said Respondent, the Court having entered its Findings of Fact and

Conclusions of Law, and good cause appearing therefor, it is hereby **ORDERED, ADJUGED**
BY DECREEED AS FOLLOWS:

GRANTING OF DIVORCE

1. Petitioner is awarded a decree of divorce severing the bonds of matrimony between the parties.

MINOR CHILDREN

2. There are two (2) remaining minor children born as issue of this marriage, to- wit: Milika Kyliah Satuala, born May 31, 2008, and Lakepa Mox Satuala, born August 8, 2009 (“the minor children”).

3. There are no proceedings for the custody of the minor children filed or pending in the Juvenile Court.

4. The parties shall be awarded joint physical and joint legal custody of the minor children. Petitioner shall be the primary residential custodian. The parties shall be awarded joint legal of the minor children. It is anticipated that parental decisions shall be required for major issues in raising the minor children and in meeting their ongoing needs. If and when they arise, both parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. The parties will then mediate the issue. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, Petitioner shall have presumptive decision-

making authority. This level of authority shall allow Petitioner the right to make a preliminary decision that she shall then communicate to Respondent. If Respondent believes that the decision is contrary to the best interests of the child, he shall have the right to seek review thereof through the court.

PARENTING PLAN

5. Respondent shall have parent-time with the minor children in the best interests of the minor children and as the parties can agree.

6. The parents shall have no discussion with the minor children concerning the relationship of Petitioner and Respondent that is in any manner demeaning, disgraceful, humiliating, embarrassing, degrading, derogatory, belittling, disparaging, abusive, deprecating, or ridiculing to either Petitioner or Respondent. The parents shall discuss their feelings, attitudes and problems, concerning each other, directly with each other and not involve their children in any such discussions. The parents shall use best efforts to ensure that 3rd parties also refrain from having such discussions with the minor children and shall remove the minor children from any such conversations.

7. If in the event either parent relocates more than 150 miles from their current residence, the parents shall follow the provisions outlined in Utah Code § 81-9-209.

8. The parents shall also adopt § 81-9-202(19) of the Utah Code. More specifically, for emergency purposes, whenever the children travel with either parent, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child(ren) or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the child(ren)'s location.

9. Pursuant to Utah Code Ann. § 81-9-203 et seq., the parents shall adopt the following **parenting-plan**:

- a. For holiday parent-time, the parents shall follow the holiday schedule as set forth in § 81-9-209 of the Utah Code with Petitioner being designated as the custodial parent.
- b. Each parent shall immediately inform the other party as to residence address, home, work, and cell phone numbers, email addresses and any other important contact information, including how to be reached in the event of an emergency.
- c. If either parent has to leave the minor children with a caretaker or any other person for any time period in excess of four (4) hours during that parent's custody or parent-time, that parent must give the other parent the first right of refusal to watch and care for the minor children during that time period. In addition, each parent shall provide the other party his or her work schedule in order to facilitate the other parent's ability to exercise his or her right of first refusal.
- d. Both parents shall be polite and cordial and behave maturely during exchanges of the minor children.

e. The parents shall be flexible in making temporary adjustments in their parenting plan schedule for unexpected situations. The parent seeking an adjustment shall give the other parent as much advance notice as possible and at least 24 hours, except in an emergency. The other parent shall use his or her discretion in allowing for an adjustment, but shall not unreasonably refuse.

f. Both parents shall allow liberal phone visitations and will encourage the children to call the other parent. Each parent will allow the children to contact the other parent anytime the children desire to have phone contact. Telephone contact shall not be blocked or withheld or unreasonably limited. Each parent shall ensure that the children are given privacy when speaking to the other parent on the telephone and no recording devices shall be utilized.

g. Either parent may make emergency decisions regarding health and safety of the minor children.

h. Day-to-day decisions regarding the care, control and discipline of the parties' children will be made by the parent with whom the children are residing at the time.

i. Neither parent shall ask, nor attempt in any way, to have the children transfer messages between the parties, either verbal or written. The parents will contact each other directly via phone or email to discuss personal or child-related issues between themselves and not involve the children.

j. Both parents shall recognize that the best interests of a children require them to cooperate and treat each other with dignity and respect, especially in the presence of the

children. Both parents shall use their best efforts to foster the development and maintenance of a positive relationship between the children and parent by encouraging and promoting respect and good feelings towards the other parent.

k. The parents shall notify the other when a child is ill. Neither parent shall use illness of a child as a means to frustrate the other parent's parent-time. If a child missed school because of illness, on a day the Respondent is entitled to parent-time, the Petitioner shall notify the Respondent in a timely manner to make other arrangements for pick-up.

l. The parents shall never schedule or promote to the children any special events or activities that fall on the other parent's parent-time without first obtaining permission from that parent.

m. Each parent shall ensure that the other parent's name, address and telephone number is provided to each and every health care provider, educational institution, and child care provider as the children's parent. Each parent shall also ensure that the other party is listed in all records as an individual entitled to access to the records, entitled to pick up or drop off the children, and entitled to be contacted in case of emergency.

n. Each parent shall notify the other party within 24 hours of receiving notice of all school, social, sports and/or community functions in which the children are participating or being honored, and each party is entitled to attend and participate fully. This includes, but is not limited to, extracurricular games, school holiday programs, parent-teacher conference, participation in church services, and awards, health care, and day care.

o. Any parental duties or rights not specifically addressed in this plan should be discussed and mutually decided by both parents.

p. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation.

CHILD SUPPORT

10. Respondent shall pay child support to Petitioner in the sum of \$138 per month which is based on Petitioner's gross monthly income of \$4,659 and Respondent's gross monthly imputed income of \$1,257, and as calculated using the sole physical custody worksheet, and pursuant to the provisions of the Uniform Civil Liability for Support Act, Title 81, Chapter 6, Utah Code Ann.

a. Unless the Court orders otherwise, support for the child terminates at (1) the time the child becomes 18 years of age, or has graduated from high school during the child's normal and expected year 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 in accordance with Utah Code Ann. § 78A-6-801, et seq.

b. Child support payments shall begin the 1st day of the month immediately following the entry of the Decree of Divorce herein. The monthly child support shall be paid one-half (1/2) on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless custodial parent uses the office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on

the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. Chapter 62A-11 parts 4 and 5, and any Federal or State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-5011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Shall mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the office of Recovery Services shall be paid by Respondent.

11. In accordance with Utah Code § 81-9-101(4), the parties shall equally share the minor children's school clothes and school fees and expenses and costs associated with activities the minor children are involved in at school. Each party shall also pay one-half (1/2) of any other agreed upon extracurricular expenses for the minor children.

DEPENDENCY EXEMPTIONS

12. Petitioner shall be allowed to claim the minor children as dependents for income tax exemption purpose each and every year.

ALIMONY

13. Neither party shall be awarded alimony.

MEDICAL/LIFE INSURANCE & EXPENSES

14. Pursuant to Utah Code § 81-6-208, et. seq., each party shall provide the minor children with medical and dental insurance coverage, if available at a reasonable cost.

a. Each party shall share equally the out-of-pocket costs of the premium actually paid for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children 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.

b. Each party shall pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor children, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

c. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance of the party with the best coverage shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the

dependent child. If a party remarries and his or her dependent child are not covered by the 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 party and shall retain the same designation as the primary or secondary plan of the dependent child.

d. The party ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party, or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

e. The party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment.

f. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with above.

15. The minor children shall be named as beneficiaries, with Petitioner named as trustee for the child, on a life insurance policy in which Respondent is the insured. Respondent shall pay the cost of the policy. The amount of said life insurance coverage shall be sufficient to

pay the child-support order imposed herein.

REAL PROPERTY

16. During the marriage the parties acquired real property located at 870 South 150 West, Bountiful, Utah 84010. Petitioner shall be awarded all right, title and interest to the marital home free and clear of any and all claims of Respondent.

PERSONAL PROPERTY

17. During the marriage the parties have acquired certain items of personal property, including retirement, profit sharing and pension plans, which shall be divided as heretofore agreed upon between the parties, and that the parties each be awarded any and all personal property which was inherited or gifted to that party or which that party brought into the marriage and owned prior thereto. More specifically, Petitioner shall be awarded the Audi Q7 free and clear of any and all claims of Respondent. Respondent shall be awarded the Chevy truck free and clear of any and all claims of Petitioner.

18. During the marriage, Petitioner acquired a retirement account. Petitioner shall be awarded 100% of her retirement account free and clear of any and all claims of Respondent.

DEBTS & OBLIGATIONS

19. During the marriage the parties have incurred certain debts and obligations which shall be divided as heretofore agreed upon between the parties.

20. That Petitioner shall indemnify and hold Respondent harmless on all debts and

obligations Petitioner is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

21. That Respondent shall indemnify and hold Petitioner harmless on all debts and obligations Respondent is ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

22. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt. The parties understand that this provision may not be binding on the bankruptcy court.

23. Each party shall be solely responsible for any debt incurred by him or her after the date of divorce herein, holding the other party harmless therefrom.

24. The parties shall provide a certified copy of the final *Decree of Divorce* to all creditors pursuant to Utah Code Ann. § 81-4-406(3)(b) and do any follow-up necessary to effectuate these statutes.

MISCELLANEOUS PROVISIONS

25. Each party shall be ordered to execute and deliver to the other party any documents (*e.g.*, deeds, titles, etc.) necessary to implement the provisions of the Decree of Divorce entered by the Court.

26. Petitioner shall be allowed to return to her maiden name of “Holtry” if she so

desires.

27. Each party shall pay his or her own attorney's fees incurred in this matter.

-----END OF ORDER-----

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 along with the court's seal and the date the order was executed by the court.