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

In the matter of the marriage of: TAIESHA ANN KIBODEAUX and EMMETTE JAMES KIBODEAUX II	DECREE OF DIVORCE Case No: 264700704 Judge: Jennifer Valencia Commissioner: Julie Winkler
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The above-captioned matter having come before the above-referenced Court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised states:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Provisions Relating to Termination of Marriage

1. Taiesha and Emmette were married in Las Vegas, Clark County, Nevada, on August 20, 2011.

2. Taiesha is awarded a divorce from Emmette on the grounds of irreconcilable differences and the marriage is hereby terminated.

Provisions Relating to Minor Children

3. The parties have two minor children: J.E.K. (11/12/2010) and T.K. (01/26/2018).

Provisions Relating to Legal Custody

4. The parties are awarded joint legal custody of the minor children.

Parenting Plan

Decision Making

9. Each party may make day to day decisions while the children are in their care or custody.
10. Each party may make emergency decisions while the children are in their care or custody but must notify the other parent of the emergency as promptly as possible under the circumstances.
11. The parties will discuss all important or major decisions; including, but not limited to, non-emergency medical decisions, educational decisions, and religious decisions; regarding the minor children and make good faith efforts to come to an agreement.

Dispute Resolution

12. Regarding day to day decisions:
 - a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the

other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

13. Major Decisions

a. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child), the parties shall adhere to the following dispute resolution procedure:

b. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.

c. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.

d. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.

e. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

- f. If the parties still cannot agree, Taiesha will have final say and Emmette may ask for mediation at a cost of 50/50 each party and court review explained below.
- i. Mediation: If Emmette wishes, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
- ii. Court Review: If the parties still cannot agree after mediation either party may bring the issue before the court.
- g. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

Education Plan

14. The residence of Taiesha shall be used for the purpose of identifying where the children shall be enrolled in school unless the parties agree otherwise.
15. Both parties may have authority to check the children out of school but shall not do so without good reason nor should they do so in order to exercise parent-time.

Holidays

16. Holiday parent-time shall be shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to agree they should be divided pursuant to the provisions of the following table (with Taiesha designated as the custodial parent only for holiday purposes):

17. Holiday	Holiday Time Period	Years	Years
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	5	Noncustodial Parent is Granted Holiday	Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even Years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even Years	Odd Years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the

	6		order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd Years	Even Years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.	Odd Years	Even Years

	(2) Holiday ends at 7 p.m. on the day before school resumes		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years	Even Years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

Uninterrupted/Extended Time

18. The parties shall each have two weeks of uninterrupted time in the summer. Each party should notify the other party of when they intend to take their uninterrupted time by May 1st of each year Taiesha having first choice in odd years and Emmette having first choice in even years.

19. There is no additional extended or interrupted time except by written agreement of the parties.

Notice for Travel

20. 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 children or traveling parent can be reached; and
- (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

Relocation

21. If a party intends to move 150 miles or more from the residence of the other parent, they should be required to provide 60 days advance written notice of their intent to relocate.

22. If the parties cannot agree as to how the relocation will affect parent-time, travel costs, or other aspects of the parenting plan or orders of the court, then they should be required to follow the provisions of Utah Code Section 81-9-209 regarding the relocation.

- 23.** Each party is mutually restrained from:
- a. Saying anything demeaning or derogatory about the other party in the presence of the minor children and should remove the child from third parties engaged in such conduct;
 - b. Discussing adult issues, including this action with the children and should remove the children from third parties engaged in such conduct;
 - c. Using the children as messenger or courier between them;
 - d. Questioning the children about their parent-time or relationship with the other parent, interrogating the children about their visitation with the other parent, discussing this case with the children, or bribing or coaching the children to make statements regarding custody or visitation;
 - e. Communicating with each other in any manner that is unprofessional, uncivil, or derogatory; that uses name calling, vulgarity, or otherwise inhibits a healthy co-parenting relationship.
 - f. Saying anything demeaning or derogatory about the other party's religious beliefs or lack thereof in the presence of the minor children. Neither party should permit third parties to engage in such conduct.
- 24.** Parties shall not allow or permit third parties to do anything that they themselves are restrained from doing under this Parenting Plan.

Virtual Parent-Time/Telephone Contact

25. As long as equipment and services are available, both parents should be entitled to virtual parent-time, telephone calls, and texting with the minor children during the other parent's time, as long as it is at a reasonable hour, for a reasonable duration, and is not disruptive to the plans and activities of the parent who has physical custody of the children at the time.

End of parenting plan

Provisions Relating to Physical Custody

26. The parties are awarded joint physical custody of the minor children when Emmette is out of prison.

Provisions Relating to Parent-Time

27. The parties shall share parent time as they can agree. However, if the parties cannot agree they should share parent time based on 60/40 custody in favor of Taiesha. The parties will follow Utah Code §81-9-303 if they cannot agree otherwise.

- a. The parties will work into 60/40 parent time as follows
 - i. When Emmette is released from prison, he will get parent time during the day on Saturday every other weekend.
 - ii. Once he gets his own place and the parties can agree, he will begin having overnights every other weekend.
 - iii. Once the parties agree and Emmette has done every other weekend for 3 months, he will then work into parent time pursuant to Utah Code §81-9-303.

Provisions Relating to Right of First Refusal

28. If either party is unable to supervise the minor children for an overnight period or longer during their parent-time, the parent not exercising parent-time should have the right to exercise parent time instead of using surrogate care.

Provisions Relating to Child Support

29. Taiesha's gross monthly income is approximately \$4,757 per month.

30. Emmette's gross monthly income is approximately \$0 per month but he can be defaulted to minimum wage \$1256 per month, upon his release from prison.

31. In accordance with the income of Taiesha and Emmette, Emmette is ordered to pay child support to Taiesha consistent with the state guidelines, in the amount of \$38.00 per month (145 for Emmette and 220 for Taiesha).

32. Child Support will begin when Emmette is released from prison.

Provisions Relating to Extracurricular Activities and School Fees

33. The parties are ordered to equally share the cost of extracurricular activities that the children are involved in or will be involved in. Additionally, they shall be required to equally share the costs of any future extracurricular activities that the parties mutually agree upon in writing.

34. The Parties are required to equally share all school fees.

Provisions Relating to Health Insurance

35. Pursuant to Utah Code §81-6-208, the parties are ordered to provide the minor children with medical and dental insurance coverage if available at a reasonable cost.

a. The parties should each be required to pay ½ of the medical and dental insurance premiums for the minor children on a per capita basis per statute.

- b. If, at any point in time, a dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the parent who can secure the best insurance shall be primary coverage for the dependent children, and the health, hospital, or dental insurance plan of the other parent shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children 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 parent and shall retain the same designation as the primary or secondary plan of the dependent children.
- c. Both parents should provide verification of coverage to the other parent, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent 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.
- d. Each parent should 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.
- e. The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30)

days of payment and the parent receiving the written verification shall pay their share of the medical expense within 30 days of receiving written verification.

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

Provisions Relating to Childcare

36. Each party pays one-half of all child care or daycare related costs per Utah Code §81-6-209.

Provisions Relating to Taxes

37. The parties will each claim a minor child for tax purposes. When only one child remains the parties will alternate the minor child with Taiesha having even years and Emmette having odd years.

a. Emmette and Taiesha will only be able to claim a minor child for tax purposes if they have taxable income to benefit from the taxable benefit.

Provisions Relating to Alimony

38. Both parties are able to support themselves and are not in need of alimony. Alimony shall be waived by both parties now and forever in the future.

Provisions Relating to Real Property

39. The parties have no real property.

Provisions Relating to Personal Property

40. Each party is awarded their own ~~14~~ separate personal property that they acquired before their marriage.

41. Emmette is awarded:

a. 2006 Chevrolet Silverado and any debt associated with it.

42. Taiesha is awarded:

a. Taiesha does not have a vehicle but if she obtains a vehicle during these proceedings she shall be awarded said vehicle.

43. All other personal property is awarded as the parties can agree. If the parties cannot agree they will either attend mediation to resolve the dispute or sell the disputed items and divide the proceeds.

Provisions Relating to Financial/Bank Accounts

44. The parties do not have any marital financial accounts. If any are discovered the parties will each be awarded 50%.

45. Each party is awarded the accounts in their own names free and clear of any claim by the other party.

Provisions Relating to Investment Accounts and Retirement Accounts

46. The parties shall each keep the retirement accounts in their own name free and clear of any claim by the other party.

Provisions Relating to Debts

47. The parties do not have any marital debt to divide.

48. Each party is solely responsible ~~for~~ the debt that they have incurred in their own name. Neither party shall have claim against the other for debt that is solely in their own name.

49. If any additional marital debt is discovered, the parties should divide it 50/50.

Provisions Relating to Attorney's Fees and Costs

50. The parties shall each pay their own attorney's fees and costs incurred in prosecuting this action.

Miscellaneous Provisions

51. Taiesha is able to change her name to Taiesha Ann Waters if she so desires.

52. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

****SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE****

Emmette Kibodeaux II: In accordance with the Utah Rules of Civil Procedure Rule 7(j) you may approve of this proposed order by signing below and returning this document to me OR you may object to the form of the proposed order by filing an objection within 7 days after the order is served upon you. If you do not object within the 7-day deadline Rule 7(j) allows me to submit the proposed order to the Court for signature without your approval.

Approved as to Form:

/s/ Emmette Kibodeaux II

Signed electronically by Brock Wamsley. Original signature on file at Wamsley & Associates
Respondent