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**IN THE SECOND DISTRICT COURT  
DAVIS COUNTY - FARMINGTON - STATE OF UTAH**

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In the Matter of the Marriage of:

DAVID WHITE,  
Petitioner,

and

VEANCHA WHITE,  
Respondent.

**DECREE OF DIVORCE**

Case No. 264700413 DA

Judge: David J. Williams

Commissioner: Julie Winkler

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The above captioned matter comes before the court for disposition on Petitioner DAVID WHITE's Petition for Divorce. The Court, having reviewed the Petition, having found the terms thereof to be fair and reasonable, having made its Findings of Fact and Conclusions of Law, and having been fully informed on the premises, ORDERS, ADJUDGES and DECREES as follows:

**RELATIONSHIP AND MINOR CHILD STATUS**

1. The parties were engaged in a committed relationship and are the legal mother and father of the following minor children under Utah Uniform Parentage Act, Utah Code § 78B-15-1010 et seq. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the name and birthdate of the minor children are being submitted to the court on the NON-PUBLIC

INFORMATION – MINORS form. The initials, birth month, and birth year of the minor children are as follows:

- a. D.W., born October 2010;
- b. L.W., born March 2016; and
- c. N.W., born August 2017.
- d. Mother is not currently pregnant and no other children are expected.

### **PARENTING PLAN**

#### ***Verification***

2. In accordance with Utah Code Ann. § 81-9-203 this is submitted in good faith.

3. **Custody.** Father shall be awarded sole legal and sole physical custody of the children.

4. **Decision Making – Day-to-Day Decisions.** Each parent will make decisions regarding the day-to-day care and control of the children while residing with that parent. Either parent may make emergency decisions affecting the health or safety of the children.

5. **Major Decisions:** Father shall be able to unilaterally make major decisions affecting the children, including (but not limited to) schooling, mental health counseling or therapy, selection of a doctor (except in emergency situations), etc. Father cannot enroll the children in extracurricular activities that conflict with Mother's parent-time schedule. If Mother desires a review of Father's decision, she may seek review via mediation or motion with the court. If the matter must be resolved by the court and a party is found to be unreasonable or to have frivolously created the need for the hearing, that party should be ordered to pay the court costs and attorney's fees of the other associated with resolving the matter.

6. **Unilateral Changes to Children's Appearance.** Mother shall be barred from making unilateral changes to the children's appearance in non-medical or semi-permanent fashions,

including, but not limited to, dying the children's hair a non-natural color (e.g. blue, green, pink, etc.), excessive piercings, tattoos. The parents shall discuss the issue and obtain mutual written consent from the other before such an alteration is done to the children's physical appearance.

**7. Religious Decision-Making and Participation.** Each parent will have the right to determine and practice any chosen religion with the children during their respective parent time. Neither parent shall disparage or attack the religious beliefs of the children or the other parent. The parents shall be respectful of the beliefs of the other party, and not interfere, discourage or impede the children from practicing any certain religion as they (the children) see fit.

**8. Parent-Time Schedule.** Unless otherwise mutually agreed, the parties shall have parent-time pursuant to Utah Code Ann. §81-9-302. Parent-time exchanges will occur when school is dismissed, or when school is not in session, the exchanges will take place at 9:00 am. A parent who drops the children off at school on an exchange day remains responsible for the children if they are unable to attend school due to illness or any other reason.

**9. Uninterrupted Summer Extended Parent Time:** Pursuant to U.C.A. §81-9-302(3), each party is entitled to two weeks of extended parent time with the child, which may be consecutive and uninterrupted, when school is not in session.

**10.** Mother, as the non-custodial parent, shall be entitled to an additional two weeks of extended parent time, which may be consecutive but may also be interrupted by Father for a weekday visit on the same day on which Mother is granted weekday day parent-time, during the summer break when school is not in session.

**11.** In the event the court orders joint physical custody: each party shall be entitled to two weeks of uninterrupted, extended parent time with the child, which may be consecutive, when school is not in session.

**12.** Each parent shall provide notification to the other parent of the parent's plans for the exercise of parent-time for summer break under this subsection.

**13.** In even numbered years Father shall provide notice to Mother by May 1, and Mother shall provide notice to Father by May 15.

**14.** In odd numbered years Mother shall provide notice to Father by May 1 and Father shall provide notice to Mother by May 15.

**15.** If a parent fails to provide a notification within the time periods described in this subsection, the first parent to make an election shall receive priority without waiving it the following year.

**16. Holidays:** Unless otherwise mutually agreed, holidays will be exercised by the parties as follows, with Father being designated as the custodial parent:

| <b>Holiday and Time Period</b>                                                                                                                                                                                                                                                                                                                        | <b>Years granted for Noncustodial Parent</b> | <b>Years granted for Custodial Parent</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------|
| <b>Dr. Martin Luther King Jr. Day</b><br><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the children;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day | Odd Years                                    | Even Years                                |
| <b>President's Day</b><br><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the children;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                | Even Years                                   | Odd Years                                 |

|                                                                                                                                                                                                                                                                                                                    |                                                |                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------------------------|
| <b>Spring Break</b><br><br>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                         | Odd Years                                      | Even Years                                      |
| <b>Memorial Day</b><br><br>(1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the children;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Memorial Day. | Even Years                                     | Odd Years                                       |
| <b>Mother's Day</b><br><br>(1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.                                                                                                                                                                                              | All years if noncustodial parent is the mother | All years if custodial parent is the mother     |
| <b>Father's Day</b><br><br>(1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.                                                                                                                                                                                              | All years if noncustodial parent is the father | All years if the custodial parent is the father |
| <b>Independence Day</b><br><br>(1) Holiday begins on July 3rd at 6 p.m.<br>(2) Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                  | Odd Years                                      | Even Years                                      |
| <b>Pioneer Day</b><br><br>(1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                     | Even Years                                     | Odd Years                                       |
| <b>Labor Day</b><br><br>(1) Holiday begins on Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the children;<br>(b) the time that school is regularly dismissed; or                                                                                                                 | Odd Years                                      | Even Years                                      |

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

|                                                                                                                  |            |           |
|------------------------------------------------------------------------------------------------------------------|------------|-----------|
| (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                       |            |           |
| <b>Day Before or After Children's Birthday</b><br><br>(1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m. | Even Years | Odd Years |

**17. Pickup and Delivery for Parent Time:** The parties will share in transportation of the children, with the receiving parent picking the children up from school or the residence of the other parent at the start of their parent-time. Mother shall be fully responsible for all transportation for her midweek visit. An alternative location for a parent-time exchange (and for modifications to a travel arrangement) may be used only if there is a written agreement between the parties. When meeting to make parent time exchanges, the parties shall not have any verbal or non-verbal communication.

**18.** The parties shall adopt the 15-minute-rule, meaning if a party is late by fifteen (15) minutes or longer for a parent-time exchange, the other party does not need to wait and the unavailable party shall make alternate arrangements to pick up the minor children, accommodating the other party.

**19. Virtual Parent-Time and Electronic Contact:** Neither party will require the children to “check in” with the absent party, but the children shall not be restrained from contacting the absent parent as they desire. The children are allowed to contact either party at the children’s discretion. Telephone, Skype, Facetime, texting and other forms of electronic communication are all acceptable means for the children to communicate with the absent party.

**20.** Neither party will interfere with the other party’s virtual parent time or electronic contact as

(and if) initiated by the children. All communication between a parent and the minor children will be uncensored, unmonitored, and unrecorded. Neither party will monitor, coach, or otherwise interfere with the telephone or electronic communication between the minor children and the absent parent, or allow third parties to do so.

**21. Party Communication Decorum:** All communication between the parties will be conducted in a civil and respectful manner, and centered around the children. All communication regarding the children will be made outside of the children's presence whenever possible, and neither party will allow the children to view any communications between the parties. The parties will seek to shield the children from all forms of parental conflict, wherever possible. The parties will not allow the conversation to become heated or overly emotional, especially in the presence of the minor children.

**22.** The parties will communicate with one another in a timely manner regarding any matters that will have a financial impact on both parties.

**23.** Neither party will discuss anything pertaining to the other party or the above-entitled case in general on social media or any other public forums.

**24.** The parties will not make any negative or derogatory comments regarding the other or their families or significant others on social media or any other public forums.

**25.** Neither party shall seek or attempt to undermine the relationship between the other parent and the children, nor will they use or support third-parties to do so. If a third party is taking actions, including the use of negative comments or statements about the other party, the party with the children shall remove them from the presence of that third party.

**26.** The parties will not include the children in any issues involving the divorce, either directly or

indirectly. Included in this provision: the parties will not discuss alleged abuse issues one may claim against the other either against each other or the children. Both parties shall make every effort not to alienate the children against the other party, nor will they support third parties from doing the same and shall affirmatively remove the children from any activities or third parties which could possibly alienate the children against the other party.

27. Neither party shall engage in intimidating, harassing or controlling behavior towards the other party.

28. Neither party shall use the children as a messenger or problem-solver.

29. Neither party shall use the children to “spy” on the other party or obtain information about their personal activities, whereabouts and general goings on. The parties should ask each other directly for this information.

30. Neither party shall interrogate the children regarding the other party or require the children to provide an accounting of time spent with the other party.

31. Neither party shall seek personal external validation through the children via social media.

**32. Safe Environment and Stability:** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children.

33. The parties shall work together in a reasonable manner to accommodate each other and to provide the minor children with consistency and stability.

34. The parties shall ensure that the children receive regular hygiene when in their respective care, including bathing, clean clothing, etc.

35. The parties shall exchange prescribed medications for the children when they exchange the children (via school backpack, daycare, personal delivery, or whatever other means the parties

agree to in writing) so that both parties may properly medicate the children while in their care. Each of the parties shall facilitate, help and promote the taking of medication or other regimes of therapy for the children as prescribed by a doctor or therapist.

**36.** The parties shall keep alcohol, prescription medication, and firearms in a secure location when the minor children are in his or her care.

**37.** To facilitate better communication between the parties regarding the care that the children are receiving they shall agree to provide the following updates: Within 1 hour of an appointment for a children, the parent with the children will provide an update to the other parent about the appointment, the purpose of the appointment, what was discussed with the provider, the recommendations of the provider, and any medications prescribed and/or suggested for treatment.

**38. Disclosure of Information Related to the Children's Safety:** Both parties have the right to know where the minor children reside and about any individuals with whom the children reside. As such, each party shall provide full disclosure of their current address and shall provide reasonable advance notice of any changes of address.

**39.** Both parties have the right to the basic contact information of the other party. As such, the parties shall provide one another updated phone numbers and email addresses at all times.

**40.** The parties shall notify one another of all matters that could be defined as an "emergency" or those matters requiring an immediate decision as soon as reasonably possible.

**41. Child Illness:** Each party shall notify the other of any significant illness the children may have when in their respective care.

**42.** The parties shall abide by the recommendations and counsel of the children's healthcare

providers with respect to matters that affect the children's health and well-being.

**43.** When the children are ill, regularly scheduled parent times will be discussed with both parties prior to the parent time to decide whether the parent time shall be rescheduled. Neither party shall use illness of the children as a means to frustrate the other's parent time.

**44.** When the minor children are ill and a party is required to miss work to stay home with the children, the parties shall cooperate and coordinate equally sharing the responsibility of staying with the minor children.

**45. Education Plan:** Unless otherwise mutually agreed in writing, the children will attend school based on Father's residence.

**46.** Both parties shall consult with each other if either of them becomes aware that the children are experiencing difficulties in school, emotional problems, or any other issues that they would wish to be apprised of if the parties' roles were reversed.

**47.** Both parties shall be listed on school records as the first two individuals to be notified by school authorities in the event of an emergency involving the children.

**48.** Only Father may check out the minor children from school. However, in accordance with Utah Code Ann. §81-9-202(6) (*as amended*), regular school hours may not be interrupted for school-age children for the exercise of parent-time by either party unless otherwise agreed by the parties.

**49. Restraints Regarding Drugs and Intoxication:** Neither parent shall use illegal substances, abuse prescription medication, consume prescription medication that was not prescribed to him/her, smoke or vape in the presence of the children, and/or drink alcohol in excess, while exercising parent-time. Neither parent shall be intoxicated, high, or hungover while in the

presence of the children. Alcohol intoxication shall be defined by the legal blood alcohol limit of the country or state in which alcohol is consumed.

**50.** Neither party shall smoke tobacco or marijuana in the presence of the children.

**51.** Either party may request that the other party take a drug test at random, once per annual quarter (defined as: January-March, April-June, July-September, October-December). The party upon whom the request was made must comply, and the parties shall do as follows:

- a. The requesting party must set up and pay for any kind of drug test he or she wants in the county where the other party is at the time.
- b. The requesting party must inform the other party in writing that he or she is requesting a drug test.
- c. The other party must submit to the drug test within 24 hours so long as the testing provider is open. If the testing provider is closed – such as a holiday or weekend – the test must be taken as soon as reasonably possible.
- d. If the other party does not submit to the drug test within 24 hours or a reasonable time the test will be deemed a failed test.
- e. If the other party takes the test and passes (the results are negative), nothing happens.
- f. If the other party fails the test by failing to take the test or by taking the test and failing (the results are positive), he or she must reimburse the requesting party within 30 days. The requesting party must provide a receipt for the test in writing to the other party within 5 days.

- g. The results of all drug tests must be sent to both parties and, if present, the guardian ad litem from the testing provider.
- h. If a party fails a drug test, there shall be no parent time until the parties can appear in court for additional orders.

52. Notwithstanding the aforementioned provision, if either party has probable cause to suspect that the other party has violated the provisions under the “*Restraints Regarding Drugs and Intoxication*” section of this parenting plan, he or she may request that the other party take a drug test and shall do as follows:

- a. The requesting party must set up and pay for any kind of drug test he or she wants in the county where the other party is at the time.
- b. The requesting party must inform the other party in writing that he or she is requesting a drug test.
- c. The other party must submit to the drug test within 24 hours so long as the testing provider is open. If the testing provider is closed – such as a holiday or weekend – the test must be taken as soon as reasonably possible.
- d. If the other party does not submit to the drug test within 24 hours or a reasonable time the test will be deemed a failed test.
- e. If the other party takes the test and passes (the results are negative), nothing happens.
- f. If the other party fails the test by failing to take the test or by taking the test and failing (the results are positive) he or she must reimburse the requesting party within

30 days. The requesting party must provide a receipt for the test in writing to the other party within 5 days.

g. The results of all drug tests must be sent to both parties and, if present, the guardian ad litem from the testing provider.

h. If a party fails a drug test, there shall be no parent time until the parties can appear in court for additional orders.

**53. Out-of-State Travel/Vacation:** Excluding travel ordered by the U.S. Armed Forces, if either party elects to travel with the children such that they will not be spending the night at one of the parties' homes or traveling out of the state of Utah, not to interfere with the other party's parent-time, that party will inform the other party prior to beginning the travel/vacation. Each party shall pay for their own travel and vacations with the children and shall not seek payment from the other. The party traveling with the children shall provide to the other party an itinerary of travel dates, the city and state (or destinations within a country abroad), and a manner of contact where the minor children or traveling party can be reached (cell phone, email, etc.).

**54. Relocation:** The parties shall follow the provisions as set forth in Utah Code Ann. §81-9-209 (*as amended*) should either one seek to move 150 miles or more from the other parent.

**55. Miscellaneous:** Neither parent-time nor child support shall be withheld due to either parent's failure to comply with a court-ordered time-sharing schedule.

**56. Enforcement:** The parties understand that failure by either party to comply with this parenting plan may result in a finding of contempt by the Court and associated sanctions and remedies.

### ***End of Parenting Plan***

## **FINANCIAL PROVISIONS**

### ***Child Support***

57. The Court shall order child support that is consistent with a Child Support Obligation Worksheet for Sole Custody and the Uniform Child Support Schedule.

58. Per Father's recent paystub, his income for purposes of child support is \$11,509.

59. Mother is currently unemployed but shall be imputed income at minimum wage, or \$1,257.00.

60. Mother shall pay Father \$213 per month in child support.

61. Support shall begin upon order of the court.

62. Pursuant to Utah Code §81-7-102, child support shall be due on the 1st of each month with one half paid on or before the 5th and the other half paid on or before the 20th of each month.

63. Child support shall continue until a minor child reaches the age of eighteen (18) or graduates from high school during their normal and expected graduating class, whichever occurs later or if a child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated.

64. Pursuant to Utah Code § 81-6-212(4) & (5), any child support order may be adjusted by motion when the most recent Child Support Order is older than three (3) years and by petition when the most recent Child Support Order is less than three (3) years old.

### ***Medical Insurance and Expenses***

65. Pursuant to Utah Code Ann. §81-6-202 and §81-6-208 (*as amended*), if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance so long as it is available to them at a reasonable cost. The parties shall

follow the provisions stated in Utah Code Ann. §81-6-208 (*as amended*) with regard to health insurance premiums for the minor children.

**66.** The parties shall follow the provisions stated in Utah Code Ann. §81-6-208 (*as amended*) regarding covered and non-covered health insurance and premiums for the minor children. The parties shall divide equally all reasonable and necessary medical, dental, optical, orthodontic and psychotherapeutic expenses incurred for the benefit of the children. All claims for reimbursement shall be subject to verification per Utah Code Ann. §81-6-208(8)-(10) (*as amended*).

**67.** The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure insurance at a reasonable cost, each party shall be responsible for the payment of one-half (1/2) of all reasonable and necessary medical and dental expenses for the minor children as indicated.

**68.** The parties shall divide equally the children's portion of the total premium expense. The children's portion of the premium is a per capita share of the premium actually paid. The children's portion is calculated by taking the total monthly premium expense, dividing it by the number of persons covered under the policy, and multiplying that amount by the number of minor children. This amount shall be automatically deducted from or added to the children support paid or owed if an order for children support exists or is entered.

**69.** If, at any point in time, the minor children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of the parent whose insurance is the most cost effective and provides the most coverage shall be primary coverage for

the minor 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 the dependent children are 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 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.

**70.** The parent(s) ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child(ren) and thereafter on or before January 2<sup>nd</sup> of each calendar year, as set forth in Utah Code Ann. §81-6-208.

**71.** The parents shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Ann. §81-6-208.

### ***Childcare Expenses***

**72.** Pursuant to Utah Code Ann. §81-6-209, the parents shall equally share the reasonable work-related childcare expenses incurred on behalf of the minor children.

**73.** If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon verification of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the children support order (if one exists or is entered).

**74.** In the absence of a court order to the contrary, a parent who incurs a childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent

upon the initial engagement of a provider and thereafter on the request of the other parent.

75. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of childcare provider or the monthly expense within thirty (30) calendar days of the date of the change.

76. That in addition to any other sanctions provided by the court, a parent incurring children care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with the provisions of the order relating to childcare.

77. Family members providing childcare for the children shall always be considered to be of no expense to either party and no reimbursement may be sought for this.

#### ***School and School Expenses***

78. Both parents shall equally divide any school including but not limited to school lunches, school expenses, etc. The party incurring the out-of-pocket school expenses shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense(s) within 30 days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those invoices, bills, receipts, and/or verification. The parties agree that this does not include private school tuition.

#### ***Extracurricular Activity Expenses***

79. The parents shall pay one-half (1/2) of all expenses for the extracurricular activities of the minor children. However, said extracurricular activity must be agreed to, in writing, by the parents prior to the children being enrolled or taking part in such activities. If the parents are unable to agree on the extracurricular activity, either parent shall be entitled to have the children

participate in the extracurricular activity if that parent pays entirely for the extracurricular activity and so long as the extracurricular activity does not interfere with the other parent's parent-time. The parents shall act in good faith in deciding whether the minor children shall participate in an extracurricular activity.

#### ***Tax Credits***

**80.** As the parent with sole physical custody of the children, Father shall claim the minor children as dependents for tax purposes each year.

#### ***Personal Property***

**81.** The parties shall make a good faith effort to divide any personal property not specifically mentioned herein. If they cannot agree, then they shall mediate in good faith to resolve their dispute before requesting a division by the Court.

#### ***Real Property***

**82.** The parties do not possess any real property.

**83.** The parties do not require a court order regarding real property.

#### ***Vehicles***

**84.** The parties currently possess seven vehicles:

**85.** A 2001 Nissan Frontier which shall be awarded to Father and made available for the children of driving age.

**86.** A 2010 Nissan Elgrande, which shall be awarded to Father, free and clear of any claim from Mother.

**87.** A 2016 Chrysler Town and Country, which shall be awarded to Mother, free and clear of any claim from Father.

**88.** A 2023 Ford F-250, which shall be awarded to Father, free and clear of any claim from Mother.

**89.** A 2003 BMW R1100S motorcycle, which shall be awarded to Father, free and clear of any claim from Mother.

**90.** A 2001 Honda R50 dirt bike, which shall be awarded to Father, free and clear of any claim from Mother.

**91.** A 2019 Apollo 250 RX dirt bike, which shall be awarded to Father, free and clear of any claim from Mother.

#### ***Financial Accounts***

**92.** Father and Mother shall be awarded all accounts in their respective separate name as their separate property, free and clear of any claim from the other. All joint financial accounts shall be accounted for and equitably divided between the parties.

#### ***Debts***

**93.** Each party shall be responsible for his or her own student loans.

**94.** Each party shall be responsible for credit card debt in his or her exclusive name.

**95.** Any other debts and obligations that the parties incurred during the course of the marriage shall be disclosed and divided equitably between the parties.

#### ***Alimony***

**96.** Alimony shall not be awarded now or in the future. The parties are both capable of providing for their own separate living arrangements.

#### ***Other***

97. 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.

***Miscellaneous Provisions***

98. If either party fails to comply with any of the terms and conditions set forth in this final Decree of Divorce, the party in default shall be liable to the other party for all reasonable expenses, including attorney's fees and costs, incurred in enforcing the terms and conditions of the Decree of Divorce.

99. Before bringing any future legal action in this case, other than an enforcement action, the parties must first attempt mediation to resolve issues that may arise between them.

100. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

- End of Decree -

**In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), these Findings of Fact and Conclusions of Law do 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.**