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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

DECREE OF DIVORCE

CAITLIN FLINDERS,
Petitioner,
and

Case No.: 264700843
Judge: Jennifer Valencia
Commissioner: Christina Wilson

SHAWN FLINDERS,
Respondent.

The Court, having found and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, it is hereby **ORDERED, ADJUDGED AND DECREED:**

Petitioner is granted a divorce from the Respondent on the grounds that certain irreconcilable differences have arisen between the parties making the continuation of this marriage an impossibility.

CHILD CUSTODY AND SUPPORT

1. There is one minor born or adopted as issue of this marriage. The initials, birth month, and birth year of the child are:

a. B.F., born 04/08/2023.

2. Petitioner is hereby granted sole legal custody of the minor child.
3. Petitioner is hereby awarded sole physical custody of the parties' minor child, subject to Respondent's parent-time schedule at reasonable times and places as the parties may agree.
4. Respondent's parent time shall be as they parties may agree given the medically complex/special needs of their minor daughter.
5. Should either parent decide to move from the State of Utah or 150 miles or more from the residence of the other party, that parent shall provide 60 days advance written notice of the intended relocation to the other parent pursuant to Utah Code Annotated § 81-9-209.
6. Both parties shall keep the other party apprised of their telephone number and address at all times. If, at any time, either party intends to change their residence and/or telephone number, they shall notify the other as soon as they are aware that such a change will occur and shall, not later than the occurrence of said change, notify the other of the new address and/or telephone number.
7. Both parties are ordered not to consume any illicit drugs nor consume alcoholic beverages while caring for the minor child.
8. **Special Needs:** The parties' minor child B.F. is a special needs child and requires additional care due to her diagnosis of nonketotic hyperglycinemia ("NKH"). B.F. will require life-long care.
9. The parties shall be sensitive to the needs of B.F. and the impact of a changed environment in determining overnight parent-time or any parent-time away from

Petitioner will ever be appropriate given her significant medical needs and high level of care required.

10. The parties will discuss situations that will serve B.F.'s best interests in terms of parent-time and any other special requirements to protect the child's best interests and promote her stability and welfare.

11. If the parties cannot agree on parent-time related to B.F., they shall consult with a professional specializing in N.K.H. and defer to his or her judgment on the issue in question.

12. Neither side is prohibited from seeking the Court's intervention in the event he or she disagrees with the professional advice related to B.F. and believes, in good faith, that child's best interests are not being served.

13. **Child support:** Child Support shall be calculated consistent with the current Child Support Guidelines found in the Utah Uniform Civil Liability for Support Act and pursuant to Utah Code Ann. § 81-6-202.

14. Child support shall continue for the minor child throughout her life given the complex medical needs and diagnosis of B.F.

15. An upward deviation from the child support guidelines is in the best interests of the child in order to provide for the care of B.F. and is hereby ordered as set forth below.

16. All obligations ordered by the court for child support and medical expenses shall be for the benefit of the minor child and shall follow the child, pursuant to Utah Code Annotated § 81-6-205(8). Pursuant to the said statutory chapter and section, the parent without physical custody of the child shall be required to pay the amount of support

without the need to modify the order for (a) the parent who has physical custody of the child, (b) a relative to whom physical custody of the child has been voluntarily given, or (c) the state when the child is residing outside of the home in the protective custody, temporary custody, or custody or care of the state or a state-licensed facility for at least 30 days.

17. Furthermore, if B.F. is in need of additional support beyond the age of 18-years old, a third-party trust shall be established for her benefit, with appropriate parameters and funding established for the benefit of B.F. and her future support.

18. The parties shall share daycare costs equally, should those costs be incurred or required for the benefit of the minor child B.F.

- a. The parties shall provide the identity and contact details of any surrogate care provider to the other party;
- b. Each party shall be obligated to provide any surrogate care provider the contact details of the other parent for purposes of emergency, and sign any waiver to access to information; and
- c. Each party shall be ordered to provide the other party with a copy of surrogate care costs, should they be incurred, each month in order to obtain reimbursement of the other party's 50% share of the same. If there is a fixed monthly cost, Petitioner will provide Respondent notice of the same, and Respondent will be obligated to pay his 50% share each month with his child support payment.

19. The parties shall equally share all school fees through B.F.'s for the child in the

event she able to attend any type of school, regardless of her age, so long as she remains dependent on Petitioner for care.

20. The parties shall equally share the costs of all extra-curricular activities that may help with her development any age so long as B.F. remains dependent on Petitioner for care.

TAXES

21. Petitioner shall be entitled to claim the youngest child for purposes of federal and state tax exemptions in order to preserve her benefits through Medicaid.

HEALTH AND DENTAL INSURANCE

22. The minor child is currently eligible for and receives the benefits of Medicaid.

23. If at any point, B.F. is no longer eligible for those benefits, Respondent shall be required to obtain healthcare coverage for her benefit.

24. B.F.'s complex medical needs will be the primary focus in selecting a plan, and the parties shall consult with each other and collaborate on obtaining the best coverage for her benefit.

25. Petitioner and Respondent shall equally share any and all out-of-pocket costs of health insurance premiums paid for the benefit of the minor child and should equally share the costs of any and all non-covered medical expenses including deductibles, copays and coinsurance amounts.

26. A parent who incurs health and dental expenses shall provide written verification and payment of health and dental expenses to the other party within thirty (30) days of payment. Pursuant to Utah Code Annotated § 81-6-208, the parent who fails to comply

with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

27. Respondent shall obtain life insurance or other benefit that would accrue in the event of his death, naming Petitioner or the parties' minor child/special needs child or his trust as the sole beneficiary. The amount should be for no less than \$300,000.00.

28. Should Petitioner elect to carry any life insurance or have any death benefits available in the future as a result of employment, she shall designate the parties' minor child/special needs trust as the beneficiary.

FINANCIAL ACCOUNTS

29. Each party shall be entitled to maintain the accounts on which he or she is the primary account holder subject to the ongoing financial support requirements set forth herein.

MISCELLANEOUS PROVISIONS

30. Both parties are restrained from using or obtaining any financing, loans, credit, or the like in the name or by using the details of the other party. Any debt incurred subsequent to the date of the filing of the petition shall be the sole responsibility of the party incurring the debt.

31. If either party has used the personal details of the other to obtain credit, loans or financing of any kind, that party shall immediately refinance the same in their own name. If refinancing cannot be accomplished, that party shall indemnify and hold harmless the other party from any debts and liabilities resulting from their conduct. If either party violates this term, the other party may seek the appropriate legal remedy in a court of

proper jurisdiction.

32. The Petitioner is hereby entitled to return to her maiden name of Clark upon a Decree of Divorce being entered if she chooses.

33. Attorney Fees. Each party shall assume his/her own attorney's fees incurred with obtaining a Decree of Divorce as the matter is uncontested.

****APPROPRIATE COURT SIGNATURE ARE FOUND AT TOP OF PAGE****

PREPARED BY:

/s/Courtney Cooper

Courtney Cooper

Attorney for Caitlin Flinders

APPROVED AS TO FORM:

/s/Shawn Flinders

e-signed by Courtney Cooper

w/consent from Shawn Flinders

Respondent Pro Se