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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:
ROBERT LACROIX,

Petitioner,

and

KATELYNN LACROIX,

Respondent.

DECREE OF DIVORCE

Civil No. 264701077

Judge David J. Williams

Commissioner Julie Winkler

THE ABOVE-CAPTIONED MATTER having come before the court upon motion, the Honorable David J. Williams presiding. The Court, having entered its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows:**

1. Petitioner is granted a divorce on the grounds of irreconcilable differences.

CUSTODY AND PARENT-TIME

2. Two children have been born as issue to these parties, to wit: Avery, born November 2021 and Jackson, born September 2024.

3. Petitioner is awarded primary physical custody of the minor children subject to Respondent's rights of parent-time as the parties agree and with Respondent receiving four overnights in a two week period. If there is a disagreement on the days, Petitioner shall make the final decision. On or about November 9, 2026, the parties will review this schedule and determine whether it is in the best interests of the children or whether a 50/50 custody schedule would be better.

4. In order to effectuate the shared custody arrangement, the parties shall live no more than 15 minutes apart from each other in Davis County unless they agree otherwise.

5. The parties shall share holidays equally each year as they agree. If they do not agree, the parties shall exercise holidays as follows:

Holiday	Holiday Time Period	Odd Years	Even Years
Dr. Martin Luther King Jr. Day:	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Father	Mother
President's Day:	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Spring Break:	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother

Memorial Day:	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Mother	Father
Mother's Day:	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day:	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father
Juneteenth National Freedom Day:	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day:	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother
Pioneer Day:	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Labor Day:	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Father	Mother
Fall Break:	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother

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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Mother	Father
Thanksgiving Holiday:	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Winter Break (First Half):	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Father	Mother
Winter Break (Second Half):	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Mother	Father
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father
Day Before or After Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother

6. For emergency purposes, whenever the child travels overnight 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 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's location.

7. During each parent's parent-time, the children shall not be left alone with, left unsupervised with, or taken to the home of Respondent's grandparents (Rex and Colleen), Respondent's sister (Brittany) or Respondent's father (Justin). The parties agree to re-examine this restriction on March 22, 2027.

8. The parties are awarded joint legal custody of the minor children pursuant to the following parenting plan:

*****BEGIN PARENTING PLAN*****

9. The objectives of this parenting plan are to:

- a. provide for the children's physical care;
- b. maintain the children's emotional stability;
- c. provide for the children's changing needs as the children grow and mature in a way that minimizes the need for future modifications to the parenting plan;
- d. set forth the authority and responsibilities of each parent with respect to the children consistent with the definitions outlined in the statute;
- e. minimize the children's exposure to harmful parental conflict;
- f. Encourage the parents, where appropriate, to meet the responsibilities to their minor children through agreements in the parenting plan rather than relying on judicial intervention; and

- g. protect the best interests of the children.

RESIDENTIAL/TIME SHARING SCHEDULE

10. Custody of the minor children shall be as defined in the parties' Decree.

11. In the event that either of us decides to move out of the state or decides to move to a location in the state that makes our time-sharing arrangement impractical, we agree to revise our arrangement by discussing and reaching a time-sharing agreement prior to the parent's actual move. The issues we agree to address include, but are not limited to, the following:

- a. Time-sharing;
- b. Transportation details and costs allocation;
- c. Procedure for ensuring that decision-making can be shared when required;

and

- d. Procedure for sharing information about our children.

12. If we are unable to agree on a new time-sharing arrangement, then Utah Code §81-9-209 shall be put in place as the parent-time schedule and the objecting party may petition the Court for a review without further mediation or dispute resolution alternatives. The notice of relocation shall comply with the relocation statute.

DISPUTE RESOLUTION AND DECISION MAKING PROCESS

13. *Day-to-day decisions.* Whichever parent has physical custody of the children shall make minor, day-to-day decision regarding their care.

14. *Decision-making procedure.* All major decisions concerning our children, including their health, education, general welfare, extracurricular, daycare, and medical

(including dental and mental health) will be discussed between the parties in an attempt to reach a joint decision. We agree to use the following decision-making procedure:

- a. Identify the issue;
- b. Brainstorm possible solutions; and
- c. Choose the most sensible solution that considers the needs and interest of everyone involved.

15. *Tie-breaking procedure.* We agree to discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who we feel may be of assistance. Should an agreement not be reached, Petitioner shall make the final decision.

16. To the extent that costs may be incurred for the outside assistance in resolving disputes under this Parenting Plan, the parties shall equally share those costs.

17. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, we understand the court may award attorney's fees and other financial sanctions to the parent who prevails in the resolution of the dispute.

SHARING OF INFORMATION

18. We agree to use our best efforts to communicate and share information with each other on a frequent basis regarding our children's development, school work, medical and dental treatment, therapy and any other information appropriate to share with the other parent.

19. We agree to notify the other parent of school programs, church events, extracurricular activities, and sporting events that involve our children should that information not be available to the other parent.

20. We agree to notify the other parent of significant illness the children may have when they are at our individual homes.

21. We agree to discuss any problems either of us is experiencing with disciplining our children.

22. We agree to immediately advise the other parent of any changes in our address, telephone number, or other information pertinent to communication.

23. We agree to advise the other parent of all logistical details regarding vacation time with our children, including places and telephone numbers where the children may be reached.

EDUCATION PLAN

24. The minor children shall attend school based upon Petitioner's address.

25. The parties shall share joint decision-making authority with respect to educational decisions concerning the minor children.

26. Both parents shall have access to the children during school and both parents shall have authority to check the children out of school.

MUTUAL RESTRAINTS

27. Neither party shall make any denigrating nor derogatory remarks about the other party or the other party's parenting style directly to the other party, or directly to or in the presence of the children, or on social media. Each party is also obligated to remove the children from any environment where third persons may be engaging in similar conduct.

28. Neither party is allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, the children or the other party's family members or

relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, emotional and verbal or causing any other form of abuse.

29. Neither party shall take any actions to intentionally try to alienate the children from the other party.

30. Both parties are restrained from making visitation arrangements through the children or from using the minor children as a messenger.

31. The parties are expressly restrained from taking any action that would place the minor children “in the middle” of a dispute or issue that should otherwise be resolved by the parents directly between themselves.

32. Both parties are restrained from harassing, annoying, or otherwise bothering the other party or the minor children.

33. Both parties are mutually restrained from permitting third parties to do what they themselves are prohibited from doing under these paragraphs and have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the minor children from such circumstances.

ACCESS TO INFORMATION

34. Both parents shall have the right of access to the medical, educational, daycare, religious and other records of the minor children.

ATTORNEY FEES

35. If either party violates any of the terms of this Plan and court action becomes necessary, then the violating party should pay attorney’s fees and costs arising from the violation.

GOOD FAITH

36. Petitioner has proposed this parenting plan in good faith.

CHILD SUPPORT

37. Petitioner is presently employed and has an average gross monthly income of \$5,750 per month.

38. Respondent is presently employed and has an average gross monthly income of \$7,311 per month.

39. Based upon the parties' incomes and the Utah Child Support Guidelines, Respondent should pay to Petitioner child support of \$1,116 per month beginning the month following entry of the decree. Respondent shall be entitled to deduct \$22.50 per month from this amount to cover the insurance she is providing for the children.

40. Child support payments shall be paid one half by the 5th day of each month, and one-half by the 20th of each month. Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

41. The child support obligation will terminate when a minor child becomes 18 years of age or graduates from high school during that minor child's normal and expected year of graduation, whichever occurs later, or if the minor child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 80, Chapter 7, Emancipation, the base child support award is automatically adjusted to the base combined child

support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

42. Pursuant to Utah Code §81-6-212(5), the parties are notified of their right to modify this child support order after three years from the date of its entry if upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. Under Utah Code §81-6-212(3), the parties have a right to modify this child support order at any time if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the ability of a parent to earn; (v) material changes in the medical needs of the child; and (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

43. Each party shall be responsible for fifty percent (50%) of any and all work-related child care. A parent who incurs any work-related or education-related daycare expenses shall

provide written verification of the cost and payment of any work-related or education-related daycare expenses to the other parent within thirty (30) days of payment. The other parent shall then make their portion of those payments or make arrangements to do so within 30 days of receipt of the documentation supporting required participation.

44. Each party is awarded the right of first refusal should the other parent require third party care for four (4) or more hours. The parent providing the right of first refusal shall provide the transportation.

INSURANCE

45. Health care coverage for the medical expenses of their child/ren is as follows:

a. A parent shall provide insurance for the medical expenses of a minor child if insurance is available to that parent at a reasonable cost. Double coverage shall not required. If one parent desires double-coverage, he/she shall the secondary coverage at his/her sole expense. Currently, Respondent is providing the coverage and may deduct \$22.50 per month from her child support obligation for Petitioner's portion.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child 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 child.

c. In determining which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- i. reasonableness of the cost;
- ii. availability of a group insurance policy;
- iii. coverage of the policy; and
- iv. preference of the custodial parent.

46. The parties shall equally divide the cost of the minor child(ren)'s health insurance premiums, with Petitioner responsible for fifty percent (50%) and Respondent responsible for fifty percent (50%). The child(ren)'s portion of the premium shall be calculated by dividing the total premium amount by the number of persons covered to obtain a per-person amount.

47. The parties should equally pay any uninsured medical and dental expenses, including routine office visits, physical examinations and immunizations.

48. A parent who incurs medical or dental expenses for the parties' minor child/ren should provide written verification of the cost and payment of the expenses to the other parent within thirty (30) days of incurring such expense and reimbursement shall occur within thirty (30) days.

49. Pursuant to Utah Code §15-4-6.7:

(1) When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

(a) at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

(b) within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 70C-7-107, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

(2) (a) When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under Section 81-4-406:

(i) a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, shall

separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

(b) A provider may bill a parent for the parent's share of a child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

ALIMONY

50. Both parties are capable of providing for his/her own support and therefore no alimony is awarded and forever waived

REAL AND PERSONAL PROPERTY

51. During the marriage, the parties acquired real property located in Sunset, Utah. This home shall be sold and the net proceeds shall be equally divided.

52. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods. The parties should work together to make an equitable

distribution of their personal property and they are unable to do so, then they should attend at least one session of mediation. If there is still no agreement, either party may bring the matter before the Court.

DEBTS

53. During the marriage, the parties acquired debt which should be divided as follows:

a. Petitioner shall pay and be responsible for US Bank credit card, the American Express credit card, the Zable loan and the Mattress Firm debt.

b. Respondent shall pay and be responsible for her vehicle loan and the Lowe's credit card. Within 90 days from the entry of the decree, Respondent shall refinance the vehicle to have Petitioner's name removed from the loan. If she is unable to refinance the loan, then the vehicle should be sold and Respondent will be responsible for any deficiency or retain any surplus from the sale.

54. Any debts associated with the properties to be sold shall be paid from the proceeds of the sale before the remaining proceeds are equally divided between the parties. Any other debts associated with any real or personal property shall be the obligation of the person awarded the property.

55. Pursuant to Utah Code §15-4-6.5(3)(b), both parties should be authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

RETIREMENT AND INVESTMENT ACCOUNTS

56. Each party is awarded any retirement or investment accounts in his/her own name. The foregoing notwithstanding, Petitioner shall be awarded the entirety of Respondent's ESOP with an approximate value of \$35,000.

BANK ACCOUNTS/ASSETS

57. Each party is awarded any bank account(s) in his/her own name. Any joint account should be closed and the funds equally divided.

MISCELLANEOUS

58. If this matter is uncontested, each party shall bear his or her own attorney fees and costs. If Respondent contests this matter, she should be responsible for her attorney fees and Petitioner's attorney fees and costs.

59. Respondent is restored the use of her maiden name should she so desire.

60. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree.

61. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person should be required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

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

*****END OF ORDER*****

In accordance with Utah R. Civ. P. 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page, along with the Court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ Katelynn Lacroix (With permission)

Signed by David C. Blum with email
permission from the above-named