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**IN THE THIRD DISTRICT COURT FOR SALT LAKE COUNTY, STATE OF UTAH**

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**IN THE MATTER OF THE MARRIAGE  
OF:**

NATALIE MANNING

Petitioner,

and

ERIC MANNING

Respondent

**DECREE OF DIVORCE**

Case No. 264901058 DA

Judge: Patrick Corum

Commissioner: Michelle Blomquist

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THE COURT, having made its Findings of Fact and Conclusions of Law, and good cause appearing, now makes the following:

**DECREE OF DIVORCE**

**DECLARATION OF DIVORCE**

1. Based on irreconcilable differences during the marriage, the same being grounds for divorce pursuant to Utah Code Section 81-4-405(h), the marriage between the parties is hereby dissolved and the parties are hereby declared divorced.

## **CHILDREN**

2. The parties are parents to two children born as issue to this marriage, namely, H.M., a male child born February 2<sup>nd</sup>, 2010 and N.M., a female child born September 23<sup>rd</sup>, 2012.

## **CUSTODY AND PARENT-TIME**

3. The Petitioner should be awarded sole physical custody of the parties' minor children and the parties should be awarded joint legal custody of the parties' minor children. Respondent should have reasonable parent-time as the parties may agree. If the parties cannot agree, then Respondent's parent-time should be pursuant to Utah Code Section 81-9-302 or an equivalent schedule. Because Respondent currently works on the weekends, the parties should be flexible to ensure Respondent has the equivalent of his alternating weekend parent-time during the weekdays when he is not working.

4. Summer Parent-Time. The parties will take turns in selecting their summer parent-time on alternating years with the first selecting party to make his or her selection. in writing, not later than March 1 of that particular year with the responding party selecting his or her selection, in writing, no later than March 15 of that particular year. Petitioner will select first in 2025 and in each odd-numbered year thereafter while Respondent will select first in 2026 and in each even-numbered year thereafter. If a parent is late in making their summer parent-time selection, the other parent's selection shall apply.

If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

If the Respondent intends to interrupt the Petitioner's interrupted summer parent-time, he shall provide notification to the Petitioner of the intent to interrupt parent-time within 10 days after the day on which the Respondent receives notification of the Petitioner's plans for the exercise of interrupted extended parent-time.

5. Holiday Parent-time. Holiday parent time shall be implemented pursuant to Utah Code §81-9-302 with Respondent being designated as the non-custodial parent, for holiday parent-time purposes, and the Petitioner being designated as the custodial parent for holiday parent-time purposes.

6. Curbside Transportation for the Children. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation unless otherwise mutually agreed upon. If the exchange occurs at the residence, the parties shall have a curbside exchange. The receiving parent shall pull up in front of the residence and text to announce the arrival. The receiving parent may wait inside the vehicle for the children to come out but shall remain in a position where he or she can make physical contact with the vehicle at any time. The non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange.

7. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware

of the identity of the individual, and the receiving parent will be with the child by 7 p.m. Third parties should adhere to the curbside transportation described above.

8.     Relocation.     In the event either party plans to relocate 150 miles or more from their residence at the time of the entry of the Decree of Divorce, they shall follow the notice provisions of Utah Code Section 81-9-209.

### **JOINT LEGAL CUSTODY**

9.     The parties shall share joint legal custody. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their minor child. The parties shall seek to reach agreement through civil discussion on all major decisions concerning their minor child's general welfare, education, discretionary medical treatment, and religious training. In the event the parties do not mutually agree regarding the minor child, the parties agree to mediate the issue prior to seeking court intervention, with each party equally sharing the mediation expense. If the parties cannot reach an agreement following mediation, then the Petitioner may make a presumptively valid final decision, which the Respondent may challenge in Court.

### **PARENTING PLAN**

10.    Pursuant to Utah Section 81-9-101 and 81-9-205 et, the following parenting plan shall be followed by the parties:

a.     Both parents shall have access directly to all school reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

b. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

c. Each parent shall permit and encourage reasonable telephone contact and virtual parent-time during reasonable hours and uncensored mail privileges with the minor children.

d. The parents shall not use the child as messenger(s) to take information back and forth between parents. Rather the parents shall either set up e-mail accounts or communicate in writing or by telephone to discuss the minor children and any issues involving them.

e. Both parents shall be respectful when exchanging the children at their parent-time. In addition, neither shall discuss legal or financial issues in the presence of the children.

f. The parties shall use a shared calendaring system, such as Our Family Wizard, or google calendar or cozi.com or other joint parenting calendar app., in order to share the children's schedules and events.

g. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure:

1. An itinerary of travel dates;
2. Destination;
3. Places where the children or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

4. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of

country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld. For times when the children are not traveling, the children's passports will remain in the care of the primary custodial parent.

h. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

i. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

- (a) the best interests of the child;
- (b) each parent's ability to handle any additional expenses for virtual parent-time; and
- (c) any other factors the court considers material.

k. Each parent may determine the surrogate care provider(s) during his or her own parent-time. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

l. Both parties shall work together to enforce consistent disciplinary rules, i.e., for doing chores in a timely manner and for completing homework on time.

m. The parents shall consult and confer with each other with respect to all major decisions. The parties shall follow the dispute resolution procedure set out below.

#### **Mutual Restraint**

n. The parties shall be subject to the following mutual restraints:

1. The parties shall not make disparaging remarks to one another or to their minor children about one another or in the minor children's presence, either verbally, in writing, or otherwise;

2. The parties shall not discuss the issues of this case in the presence of the minor children. An exception is allowed for discussion in therapy sessions where these issues may be discussed at the discretion and direction of the therapist if it is deemed appropriate for the minor children's therapeutic progress;

3. The parties shall not involve the minor children in this matter;

4. The parties shall not harass or threaten the other party; and

5. The parties will shield the minor children from third parties who are violating the terms of this section.

6. Neither parent shall consume alcohol or illicit substances during or immediately before their parent-time. Both parties shall remove the children from the presence of third parties who consume alcohol or use illicit substances.

7. The parties shall not have overnight guests who are not family members past 11:00 p.m. during their parent-time.

#### **Religion**

o. The children shall continue to be raised in the LDS faith. Each parent may take the children to their own congregation during their own parent-time.

#### **Medical**

p. The parties shall continue to use their current pediatrician as the children's primary care pediatrician until and unless they agree otherwise in writing or the Court determines otherwise.

#### **Right of First Refusal**

q. Each parent will have the first option, if they are personally available, to provide care for the minor child over any other third party if the parent responsible for the minor children is not available overnight during their custodial time. The parent exercising the Parental Preference will be responsible to provide the transportation at the beginning and at the end of the time period.

#### **Surrogate Care Providers**



r. If a child or children are in need of surrogate care and the right of first refusal cannot be exercised by a parent, then family members should have priority over other third party or unrelated child care providers to provide care for the children.

### **Dispute Resolution**

s. Each parent may make routine, day-to-day decisions regarding the minor children when they are in his or her care.

t. Each parent may make emergency decisions regarding the minor children.

u. If the parties have any future disagreement pertaining to their minor child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action.

v. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

w. The Respondent certifies that this parenting plan is filed in good faith and is in the children's best interests.

### **CHILD SUPPORT**

11. Petitioner currently earns a gross monthly income of no less than \$4,500 working for Intermountain Health.

12. Respondent currently earns a gross monthly income of \$5,600.

13. Child support should be awarded in accordance with the parties' incomes and the Uniform Child Support Guidelines, using the sole physical custody worksheet. Based on these factors, the Respondent's base monthly child support obligation should be \$938 per month.

a. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-102 et seq.

b. Child support payments shall begin the month immediately following the entry of the order for child support.

c. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

d. Under Utah Code Section 81-6-212(5) the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

e. Under Utah Code Section 81-6-212(3) and (4) the parties have the right to petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the based combined child support obligation table is not a

substantial change in circumstances for purposes of this paragraph. For purposes of this paragraph, a substantial change in circumstances may include:

- 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 employment potential and ability of a parent to earn;
- v) material changes in the medical needs of the child; or
- vi) material changes in the legal responsibilities of either parent for the support of others.

#### **TAX BENEFITS FOR DEPENDENT CHILDREN**

14. The Petitioner should have the right to claim H.M. as a dependent each year for state and federal income tax purposes and the Respondent should have the right to claim N.M. as a dependent each year for state and federal income tax purposes, so long as he is currently on his child support obligation by December 31<sup>st</sup> of the tax year in which he seeks to claim the child.

15. When only one minor child remains to be claimed, the parents shall alternate claiming that child with the Petitioner claiming the child for the first such tax year, and so forth.

16. The parties should file taxes jointly for the 202e tax year and should share evenly, 50/50, any tax liability or refund from such filing.

### **CHILDREN'S MEDICAL EXPENSES**

17. Both parents should be ordered to maintain insurance for the children's medical expenses as long as it is available to them at a reasonable cost through their employers and the parties should split the out-of-pocket costs thereof pursuant to Utah Code 81-6-208 as more fully set forth as follows:

a. Respondent should maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children. If there is double coverage, the insurance plan of the parent whose birthday falls first in the calendar year is primary, and the insurance plan of the parent whose birthday falls second in the calendar year is secondary.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including premiums, deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.

c. The child's portion of the premium is a per capita share of the premium actually paid.

d. The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

c. The parent who provides insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

d. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Service under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year.

e. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar<sup>4</sup> days of the date the parent first knew or should have known of the change.

f. The party who incurs health care expenses shall provide written verification of the cost and payments of those health care expenses to the other party within 30 days of payment.

g. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

#### **CHILD CARE EXPENSES**

18. Pursuant to Utah Code Section 81-6-209, each parent shall share equally the reasonable work-related childcare expenses of the parents.

- a. The parents shall share equally the reasonable work-related child care expenses of the parents.
- b. If an actual expense for child care is uncured, a parent shall begin paying his share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care 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 child support order.
- c. A parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
- d. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change.
- e. In addition to any other sanctions provided by the court, a parent incurring child 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 expense fails to comply with the immediately preceding subparagraph.

#### **EXTRACURRICULAR ACTIVITIES**

19. The parties shall split evenly, 50-50, the cost of any extracurricular activities for the child which are agreed upon in writing. If the activity is not agreed upon in writing, the parent enrolling the child in the activity shall be solely responsible for all costs and expenses associated with it. Neither parent may enroll the child in an activity that conflicts with the other

parent's parent-time with the child. Each parent shall transport the children to agreed upon extracurricular activities during his or her own parent-time. Both parents may attend the children's extracurricular activities.

### **ASSET/DEBT DIVISION**

#### **Personal Property**

20. Each party should be awarded any property he or she acquired prior to the marriage as his or her own separate property. Each party should be awarded any inheritances or gifts as his or her own separate property. All personal property acquired during the marriage should be equitably divided between the parties.

#### **Debts**

21. Each party should be solely responsible for any debts incurred in his or her own name after the time of the parties' separation. Each party should be ordered to indemnify and hold the other party harmless from the debt which they are ordered to pay.

22. Each party should be equally responsible for any joint debts incurred the marriage, including the Cyprus Credit Union debt in the approximate amount of \$10,000. This is the only debt of which Petitioner is aware.

23. Should other joint debts be discovered which were known to one party but not the other, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

24. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

25. Pursuant to Utah Code Section 15-4-6.5, the parties should notify respective creditors or obligees, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

#### **Retirement Accounts**

26. Each party should be awarded an equitable one-half share of the retirement accounts accrued during the marriage, pursuant to a QDRO or QDRO's. The parties should share equally, 50/50, the cost for preparation of the QDROs. The pension plans should be divided equitably pursuant to the *Woodward* formula.

#### **Bank Accounts**

27. Each party should be awarded a one-half share of any joint financial accounts accrued during the marriage. Any such joint account(s) should be closed and the remaining balance divided equally between the parties. Each party should be awarded the bank accounts in his or her own name, free and clear of any claim of the other party.

#### **Vehicles**



28. The Petitioner should be awarded the 2014 Ford Expedition free and clear of any claim of the Respondent. The Petitioner should be solely responsible for any debts and obligations associated with the vehicle, including but not limited to maintenance and repairs, insurance and registration, and gasoline, and should indemnify and hold Petitioner harmless thereon.

29. The Respondent should be awarded the 2009 Dodge 2500 Power Wagon free and clear of any claim of the Petitioner. The Respondent should be solely responsible for any debts and obligations associated with the vehicle, including but not limited to maintenance and repairs, insurance and registration, and gasoline, and should indemnify and hold Petitioner harmless thereon.

#### **Alimony**

30. Neither party should be awarded any alimony, past, present, or future.

#### **Marital Home**

31. The parties acquired a marital home located at 4012 South 6740 West, West Valley City, UT 84128.

32. There is approximately \$150,000 owed on the mortgage.

33. The home is worth approximately \$400,000.

34. There is equity in the home in the approximate amount of \$250,000, which should be divided equally, 50/50, between the parties.

34. The Petitioner should have the opportunity to buy out Respondent share of the equity in the marital home by refinancing the mortgage within 120 days of the signing of the Decree of Divorce in this matter.

35. If the Petitioner cannot refinance the house, then the house shall be listed for sale and sold using a mutually agreed upon realtor. The proceeds from the sale of the house should be distributed as follows:

- a. To retire all mortgages and liens;
- b. To pay realtor fees and costs of transaction;
- c. To pay all marital debts (i.e., the Cyprus Credit Union debt);
- d. The remaining proceeds should be distributed equally, 50/50, between the parties.

#### **MISCELLANEOUS**

36. Each party should be solely responsible for his or her legal fees and court costs incurred in connection with this matter.

37. At her option, the Petitioner should be restored the use of her prior name of Natalie Lynn Whitehead.

38. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring an Order

to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

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

**\*\*SIGNED ELECTRONICALLY IN THE UPPER RIGHT-HAND CORNER OF THE  
DOCUMENT\*\***