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**DISTRICT COURT OF THE STATE OF UTAH
SIXTH JUDICIAL DISTRICT
SEVIER COUNTY**

In the matter of the marriage of:
IMELETA MAMONA,
Petitioner,

vs.

TAMAOLE FEAGAIGA MAMONA,
Respondent.

DECREE OF DIVORCE

CASE NO. 264900428 DA
JUDGE: MATTHEW J. HANSEN
COMMISSIONER: BRANDON RICHARDS
Tier 4

The above entitled matter came on regularly before the Honorable Mandy Larsen. All matters have been settled between the parties as they have entered into a Stipulation for Divorce that appears of record. The Court having made and entered its Findings of Fact and Conclusions of Law based upon that Stipulation, and the Court, being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent be, and the same are hereby dissolved, and the Petitioner is hereby awarded a Decree of Divorce from Respondent, said Decree to become absolute and final upon entry by the Court herein.

2. The Petitioner is awarded sole legal and physical custody of the minor children, subject to the Respondent's right to visitation and at a minimum in accordance with Utah Code Ann. §81-9-209.
3. Both of the parties shall be permanently restrained from making disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are restrained from harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media site. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or his best efforts to prevent third parties from such violations, or shall remove the minor children from such circumstances. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.
4. The Respondent shall pay \$138 per month for child support based upon the parties' respective incomes and pursuant to the Uniform Child Support Guidelines, which shall continue until said children reach the age of eighteen (18) years or graduate from high school during the children's normal and expected year of graduation, whichever occurs last. Either party may request Universal Income Withholding pursuant to Utah Code Ann. §62A-11-501 (1953 as amended), with all payments made through the Office of Recovery Services, PO Box 45011, Salt Lake City, Utah, 84145-0011. This income withholding procedure would apply to existing and future payors.

5. Pursuant to Utah Code Ann. §81-6-202 both parties shall maintain in effect a policy of dental, health, and accident insurance, at all times that such may be available through their respective employers at a reasonable cost, with the child of the parties named as beneficiary thereunder. If the parties do not qualify for insurance through their respective employers, both parties shall cooperate to pursue other avenues of health care coverage such as Medicaid or some other health care coverage pursuant to Utah Code Ann. §81-9-208. Further, each party shall pay one-half ($\frac{1}{2}$) of any premiums, deductible amounts, co-payments, and one-half ($\frac{1}{2}$) of all non-covered medical and dental expenses (including, but not limited to, accidents, surgery, orthodontics, ophthalmology, optometry [including eyeglasses and contacts], cavities/fillings, psychological and/or psychiatric care, hospitalization, broken limbs, physical therapy, continuing illnesses, allergies, etc.) for said minor child. If at any time, the child is covered by the insurance plans of both parents, the Father's plan shall be designated as the primary coverage, and the Mother's plan shall be the secondary coverage for the child. If a parent remarries, and his or his dependent child is not covered by that parent's insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent, and shall retain the same designation as primary or secondary insurance.
6. A parent who incurs medical expenses should provide written verification of the cost and payment of the expenses to the other parent within 30 days of payment.
7. Each party shall reimburse the other party within 30 days for his or his share of any medical or dental expense that has been paid by the other party not covered by health insurance for the child.

8. The parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the parent incurring the expenses fails to notify the other parent within said 30 days.
9. Both parties shall receive a credit towards/in addition to, the base child support amount for one-half ($\frac{1}{2}$) of the monthly medical insurance premiums actually paid for the benefit of the minor children of the parties pursuant to the statutory provisions.
10. The custodial parent shall provide a copy of the Decree of Divorce to each creditor providing medical or dental services to the minor children. Pursuant to Utah Code Ann. §15-4-6.7 (1953), each creditor shall be notified by the custodial parent that the creditor is prohibited from making claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent by the Decree of Divorce.
11. Both parties shall share equally in the responsibility for costs and expenses of school, extra curricular activities, school clothes, and summer sports etc.
 - a. If an actual extra curricular expense for the child is incurred, a parent shall begin paying their share on a monthly basis immediately upon presentation of proof of the extra curricular expense, but if the extra curricular expense ceases to be incurred, that parent may suspend making monthly payments of that expense while it is not being incurred without obtaining a modification of the order.
 - b. A parent who incurs extra curricular expenses should provide written verification of the costs and identity of a extra curricular expense to the other parent upon

initial engagement of the expense and thereafter upon the request of the other parent.

- c. The parent shall notify the other parent of any change of extra curricular expense within 30 calendar days of the date of the change. The parent incurring extra curricular expenses shall be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the parent incurring the expenses fails to notify the other parent within said 30 days.
- 12. No alimony shall be awarded to either party.
- 13. The parties acquired no real property during the course of the marriage, nor do they presently own an interest in real property.
- 14. During the course of the marriage, the parties have acquired personal property. Said personal property shall be awarded as the parties have heretofore divided it.
- 15. During the course of the marriage, the parties have acquired numerous debts and obligations. Each party shall assume and pay all debts and obligations incurred by them prior to their separation and any family related debts acquired thereafter and hold the other party harmless thereon.
- 16. Consistent with Utah Code Ann. §15-4-6.5, each party shall be required to notify their respective creditors or obligees in writing regarding the Court's division of debts, obligations, and liabilities and regarding the parties' separate current addresses.
- 17. Neither party shall use the other's party's likeness, image, credit, social security number, or any other identifying information of the other party for any purpose. In the event that

a party uses the foregoing of the other party, the violating party shall be subject to a judgment for attorney's fees, costs, actual damages, and punitive damages.

18. Neither party has retirement, 401(k), pension and/or profit sharing plans through their place of employment or otherwise.
19. The parties shall continue to file separate income tax returns, and the Petitioner shall be awarded the children's income tax deductions for income tax purposes.
20. The Petitioner shall be restored to her former name of Imeleta Seilala if she so chooses.
21. Each party shall assume and pay his or her own attorney's fees and costs.
22. 81-9-209. Respondent's Parent-Time
 - (1) The following schedule is the minimum parent-time the noncustodial parent is entitled to the minor children who is five to 18 years old:
 - (a) in years ending in an odd number, the minor children shall spend the following holidays with the noncustodial parent:
 - (i) Thanksgiving holiday beginning Wednesday until Sunday; and
 - (ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
 - (b) in years ending in an even number, the minor children shall spend the following holidays with the noncustodial parent:
 - (i) the entire winter school break period; and
 - (ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes;
 - (c) extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks; and
 - (d) one weekend per month, at the option and expense of the noncustodial parent.
 - (2) For extended parent-time under Subsection (1)(c), the minor children shall be returned to the custodial home no later than seven days before school begins.
31. Each party shall be ordered to execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

Should a party fail to execute a document within sixty (60) days of the entry of the Decree, the other party may bring a Motion to Enforce Order and seek sanctions 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.

23. Should either party fail to abide by the provisions of a Decree of Divorce issued herein, that party shall be liable for indemnification of the other, including attorneys' fees and Court costs incurred in the enforcement of the Decree of Divorce.

***** **END ORDER** *****
(Order signed when Judge's name and date stamp are affixed to the first page)