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2ND DISTRICT COURT

OCT 12 8 49 AM '01

IN THE SECOND JUDICIAL DISTRICT COURT
COUNTY OF WEBER, STATE OF UTAH

RENEE CHANTHAPANNHA,	)	
	)	
Petitioner,	)	JUDGMENT AND
	)	DECREE OF DIVORCE
vs.	)	
	)	
BILL S. CHANTHAPANNHA,	)	Civil No. 004901853
	)	Judge Stanton M. Taylor
Respondent.	)	Comm. Scott M. Hadley

OCT 12 2001

The Petitioner having filed an Affidavit, electing to proceed, with the approval of the Court, in this action under the provisions of Utah Code Annotated, Section 30-3-4, the Court having received a Stipulation of the parties concerning property rights, child custody, alimony, and other related matters, which Stipulation was dated the 16th day of August, 2001, and the Court having rendered its decision thereon in writing, wherein a Decree is ordered to be entered in favor of the Petitioner and against the Respondent; now, by virtue of the law and premises and in accordance with the Facts found and Conclusions of Law aforesaid, on motion of Bryce M. Froerer, Esq. and in accordance with the Stipulation of the parties on file herein, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. That the bonds of matrimony now and heretofore existing between the Petitioner and Respondent be, and they are

hereby, dissolved and the parties be, and they are hereby, restored to the status of unmarried persons, the same to become final upon entry.

Child Custody, Visitation and Support

2. That Petitioner is awarded custody of the two minor children of the parties, to-wit: ALEXIS CHANTHAPANNHA, born July 25, 1995; and WESTON CHANTHAPANNHA, born October 20, 1997, subject to rights of Standard Visitation in Respondent.

3. That the parties are to make a concerted effort to provide Respondent with active involvement and participation in the lives of the children of the parties and in the major decisions concerning them including, but not limited to, medical, school, recreation, etc. That Petitioner is to communicate with Respondent pertaining to events in the children's lives that would be of interest to the Respondent and inform him of such within a reasonable time to allow Respondent to be present at such events, including but not limited to special programs at school or church, including concerts, recitals and other performances in which the children are involved, sporting events, serious injuries or illnesses, and any other event that a parent would typically seek information about pertaining to the child. It is specifically contemplated that Respondent will receive timely notices for all events concerning the children so that he

can participate and attend.

4. That in the event Petitioner moves out of state or more than 150 miles from her present location, that fact alone will constitute a change in circumstances for purposes of subsequent modifications of custody and/or visitation.

5. That Respondent is ordered to pay child support in accordance with the Uniform Child Support Schedule, currently in the amount of \$609 per month, to be paid through an automatic payroll deduction by the Respondent's employer and deposited by Respondent's employer directly into a bank or credit union account as designated by the Petitioner. That in the event Respondent becomes delinquent in his child support payments, he is to be subject to mandatory withholding for payment of child support pursuant to Sections 62A-11-501, et seq., Utah Code Ann. (January 1, 1994). The Office of Recovery Services shall provide Notice to Withhold Income to Respondent's employer in accordance with Utah Code Ann. Section 62A-11-406, 1953 (as amended), shall receive payments of amounts withheld from Respondent's income, track and monitor those payments, and distribute them expeditiously in accordance with Utah Code Ann. Section 62A-11-413, 1953 (as amended), and federal law.

6. That Petitioner may claim ALEXIS as a dependent for income tax purposes and Respondent may claim WESTON for income

tax purposes. That at such time as ALEXIS can no longer be claimed for such purposes, the parties are to claim WESTON in alternate years, with the provision that Respondent is only entitled to make such claim if he is current in his support payments each year beginning with June 2001.

7. That Petitioner is awarded Judgment against Respondent in the amount of \$3,300 representing delinquent child support and day care expenses to date. That Petitioner is not to commence collection action of any type so long as Respondent is current in his ongoing payments and the following payment schedule is met on the Judgment:

a. Beginning December 2001, Respondent is to pay \$50 per month.

b. Beginning June 2002, Respondent is to pay \$150 per month.

c. Respondent's equity in the sale of the parties' condominium is to be applied first toward this Judgment. If Respondent misses any payment on the ongoing obligations or Judgment payment schedule, Petitioner may take whatever action is available to her as a Judgment creditor.

8. That Respondent is ordered to maintain health and accident insurance for the benefit of the parties' minor children

as long as such is available at a reasonable cost through his place of employment. The parties are to each pay one half of any out-of-pocket expenses, including premiums, co-pays, etc. The parties are to cooperate completely in this regard.

9. That the parties are to share equally the work-related day care expenses incurred for the benefit of their minor children. That the parties are to cooperate in keeping these costs to a minimum.

Real Property

10. That Respondent may continue to reside in the parties' condominium and is to continue making the mortgage payments thereon.

11. That the condominium is to be listed for sale no later than June 20, 2001. That Respondent is to select the realtor and both parties are to cooperate to obtain an appropriate listing price. The parties are to further cooperate in the sales process as far as showing the condominium and being cognizant of the market place in view of the realtor's advice. Both parties must agree on the ultimate sales price and are to divide equally any benefit or deficiency realized from the sale.

12. That if the home has not sold after four months from the initial listing date, Respondent is to receive \$175 as additional equity for each payment he has made on the mortgage

thereafter until the sale for up to eight months (twelve months from the date of listing; nothing after that).

Personal Property

13. That each of the parties is to be awarded the personal property currently in his or her possession. That in addition, Petitioner is to be awarded one half of the dishes/cookware and the bed.

Retirement Benefits

14. That Petitioner has waived any interest she may have in Respondent's retirement benefits.

Alimony

15. Neither party is awarded alimony, one from the other, past, present or future.

Debts

16. Petitioner is ordered to assume and pay and hold Respondent harmless from the following debts: First Security for her car; Visa with an approximate \$5,000 balance; and her separate debts.

17. Respondent is ordered to assume and pay and hold Petitioner harmless from the following debts: Weber State Credit Union for his car; overdraft with an approximate \$500 balance; Granite with an approximate \$400 balance; RC Willey with an approximate \$2,500 balance; and his separate debts. That in the

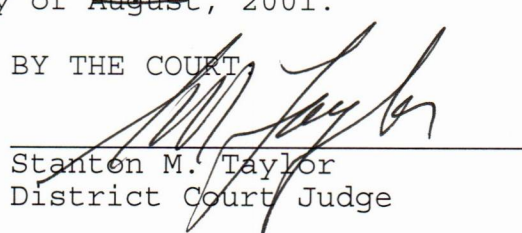
event Respondent files bankruptcy, Petitioner is to be held harmless from these debts.

18. Each party is to pay his or her own attorney's fees incurred herein.

19. The parties are to sign any documents necessary to effect the terms of this Decree; i.e., deeds, titles, tax documents, etc.

SO ORDERED this 25 ^{Sept} day of ~~August~~, 2001.

BY THE COURT

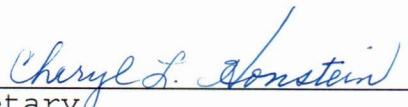

Stanton M. Taylor
District Court Judge

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 4-504 of the Utah Code of Judicial Administration, the foregoing document will be submitted to the Court for signature upon the expiration of five (5) days from the date of this Notice plus three (3) days for mailing, unless written objection is filed prior to that time.

CERTIFICATE OF MAILING

I hereby certify that on the 17th day of August, 2001, I mailed, postage prepaid, a true and correct copy of the foregoing Judgment and Decree of Divorce to:

David J. Knowlton
Attorney for Respondent
427 - 27th Street
Ogden, UT 84401


Secretary

2ND DISTRICT COURT

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