

BRENT E JOHNS, BAR NO. 1705
Attorney for Petitioner
290 - 25th Street, Suite 207
Ogden, Utah 84401-2313
Telephone (801) 394-5581
Fax: (801) 394-5583

2ND DISTRICT COURT

FEB 20 2 56 PM '02

IN THE SECOND JUDICIAL DISTRICT COURT OF WEBER COUNTY

OGDEN DEPARTMENT, STATE OF UTAH

CHRISTINE KRATZ,	)	JUDGMENT AND DECREE
	)	OF DIVORCE
Petitioner,	)	
	)	
vs.	)	Civil No. 004900935
	)	
LEWIS HENRY KRATZ,	)	
	)	Judge: MICHAEL D. LYONS
Respondent.	)	

FEB 20 2002

The above entitled action came on pursuant to Rule 4-913 of the Utah Rules of Civil Procedure, before the Honorable MICHAEL D. LYONS, one of the Judges of the above entitled Court, sitting without a jury; the Petitioner having filed her Affidavit in Support of Decree and the Respondent having filed a waiver of appearance and service and consent that Judgment could be entered by default and that the matter could be heard at any time convenient to the Petitioner without notice to the Respondent. The Court having entered Respondent's default and having received the stipulation of the parties concerning their property rights and other related matters and the Court having rendered its decision thereon in writing wherein the Decree was ordered to be entered in favor of Petitioner and against the Respondent; now in accordance with the law and in accordance with the Findings of Fact and Conclusions of Law and in accordance with the stipulation of the parties on file herein,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That Judgment and a Decree of Divorce is ordered entered in favor of the Petitioner and against the Respondent. That the bonds of matrimony heretofore existing between the Parties are severed and they are hereby restored to the status of unmarried persons. This Decree of Divorce shall become absolute and final upon signing and entry.

2. That the Petitioner is awarded the care, custody and control of the parties' minor child, to wit: Ethan Lewis Kratz, born October 17, 1996 and Trevor David Kratz, born January 15, 1998, subject to Respondent's reasonable and standard rights of visitation and such other visitation as agreed between the parties.

3. That the Respondent is ordered to pay to Petitioner the amount of \$237.00 per month as and for child support per month for the benefit of the minor children. Said child support shall continue until each child reaches the age of eighteen years or graduates with the child's normal high school graduating class, whichever occurs later. Said child support is due and payable one-half on the fifth and one-half on the twentieth of each month.

4. The base child support award will be reduced by 50% for the minor children for time periods during which such minor children are with the non-custodial parent by order for at least 25 of any 30 consecutive days. If dependent children are recipients of Aid to Families with Dependent Children, any agreement by the parties for reduction of child support during extended visitation shall be approved by the Office of Recovery Services. However, normal visitation and holiday visits to the custodial parent shall not be considered an interruption of the consecutive days requirement.

5. That Respondent's income will be subject to immediate automatic withholding for the payment of support. All payments of support shall be made to the Office of Recovery

Services, P.O. Box 45011, Salt Lake City, Utah · 84145-0011, unless the Office gives written notice that it should be sent elsewhere.

6. The issue of child support arrearages may be determined by further judicial or administrative process.

7. Pursuant to U.C.A. 78-45-7.16 (1953 as amended), the Respondent is ordered to pay one-half of the child care expenses incurred due to Petitioner's employment.

a. The non-custodial parent is ordered to begin paying his or her share of the day care expenses on a monthly basis beginning immediately upon presentation of proof of the day care expense.

d. The parent who incurs day care expenses is ordered to provide written verification of the cost and identity of a day care provider to the other parent upon initial engagement and thereafter on the request of the other parent. The parent who incurs the day care expense is ordered to further notify the other parent of any change of a day care provider or the monthly expense of the day care within 30 calendar days of the date of the change. A parent incurring day 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 expenses fails to comply with these provisions.

8. That each of the parties is be ordered to provide health, accident and dental insurance for the benefit of the parties' minor children with deductible amounts and coverage equal to those in existence as of the date of this order for so long as coverage is available through his or her current or subsequent place of employment. Each of the parties should be ordered to pay for one-half of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance coverage and to provide

the other parent with executed claim forms and other assistance necessary to insure the prompt payment of the insured portion of such claims and notify the other party of insurance claims as paid.

9. Neither parent shall contract for nor incur any obligation for orthodontia work or elective surgery for the minor children, or any type of psychological counseling or evaluation for a child, anticipating co-payment from other parent without the prior agreement or consent of that parent in writing. The non-custodial parent will have the right in advance to have a say in the selection of doctors and procedures for any and all orthodontia, or surgery procedures, or psychological counseling, for which he or she is expected to contribute. If such debts are incurred without said consultation and written consent, then the obligating parent shall have the *prima facie* obligation to pay any non-insurance covered expenses.

10. If an agreement cannot be reached, then before any (other than emergency), medical, orthodontic or psychological counseling be done as a co-obligation, the matter will be brought back before the court. The party found to be unreasonably causing the hearing shall pay attorney's fees and costs.

11. For procedures not covered by the insurance but reasonably within the parties' ability to pay and necessary to the welfare of the child, such as orthodontia cosmetic surgery, or mental medical, then each party will normally be ordered to pay one-half of the costs associated with such treatments or procedures.

12. When the other parent is expected to be responsible for deductible amounts attributable to medical or dental expenses incurred for the parties' child, then the incurring parent must provide copies of all receipts associated with those expenses within 30 days of the receipt of any billing therefore incurred. Any claims not made to the other parent within that time frame

in writing will be *prima facie* deemed waived. The other party is ordered to make their portion of those payments, or make arrangements to do so within 45 days of receipt of the documentation supporting required participation.

13. That the Petitioner is awarded the patio table; that the Respondent is awarded the Buick Regal, 1986 Cavalier, and the stereo cabinet; and that each of the parties is hereby awarded the items of property in his or her respective possession on the date of the Decree.

14. That the Respondent is ordered to assume and pay all back utility bills at the Cross Street residence; that each of the parties is ordered to assume and pay one-half of the Wee Care Pediatrics bill; and that each party is ordered to assume and discharge his or her own individual debts, holding the other party harmless.

15. That each of the parties is hereby ordered to provide a certified copy of the final Decree of Divorce to all creditors pursuant to Utah Code Ann. Sections 30-3-5(1)(c) and 15-4-6.5, and to do any follow-up necessary to effectuate these statutes. With respect to either party who is not ordered to make payments under Utah Code Ann. Sections 30-3-5 and 30-4-5 on the joint obligations, no negative credit report under Utah Code Ann. Sections 70C-7-107 and no report of the debtor's repayment practices or credit history under Chapter 14, Title 7, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the Court's order as required under Utah Code Ann. Section 15-4-6.5(2), unless the creditor has made a demand on the joint obligor not ordered to pay the debt for payment because of the failure to make payments by the joint obligor ordered to make the payments.

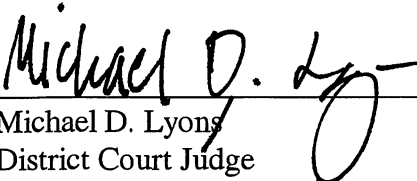
16. That each of the parties is hereby awarded his or her own retirement.

17. That the Petitioner is hereby awarded the income tax deductions for the minor children.

18. That neither party is awarded any alimony, past, present or future.

19. That each party is hereby ordered to assume and pay one-half of the attorney's fees and costs of this action if uncontested, and that same have been paid.

DATED this 15 day of ^{Feb}January, 2002.



Michael D. Lyons
District Court Judge

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I mailed a copy of the FINDINGS OF FACT AND CONCLUSIONS OF LAW and JUDGMENT AND DECREE OF DIVORCE to LEWIS HENRY KRATZ, Respondent, at 508 Cross Street, Ogden, UT 84404, postage prepaid, on this 31st day of January, 2002.



SECRETARY