

SECOND DISTRICT COURT

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FINDINGS OF FACT

JURISDICTION

GROUND S

5. That irreconcilable differences have caused the

irretrievable breakdown of the marriage of the parties rendering further marital relations impossible.

6. That as a result of the aforesaid facts, the parties have been separated since September 1996.

CHILD CUSTODY AND VISITATION

7. There has been one (1) child born as issue of this marriage, to wit: JEREMY WILSON born on June 21, 1991.

8. The parties agreed that the Respondent is a fit and proper person to be awarded the permanent care, custody and control of the minor child of the parties, subject to the Petitioner's reasonable visitation with the child.

Reasonable visitation should be defined as the parents may agree. If they are not able to agree, the minimum schedule for visitation (U.C.A. § 30-3-35 Summarized) for school age children (beginning kindergarten) will be followed.

9. Special circumstances regarding travel during visitation, is to be governed by Utah Code Ann. § 30-3-36.2, for emergency purposes, whenever a child travels with either parent, all of the following will be provided to the other parent:

- a. an itinerary of travel;
- b. destinations;
- c. places where the child or traveling parent can be reached; and
- d. the name and telephone number of an available third party who would be knowledgeable of the child's location.

10. Relocation of either parent is to be governed by Utah Code Ann. §30-3-37, applies whenever either parent decides to move from the state of Utah or 150 miles or more from the residence specified in the Court's Decree, that parent shall provide

reasonable advance written notice of the intended relocation to the other parent. The Court may, upon motion of any party or upon the Court's own motion, schedule a hearing with notice to review the visitation schedule as provided in Section 30-3-35 and make appropriate orders regarding the visitation and cost of visitation transportation.

SUPPORT PAYMENTS

11. The parties agreed that the Petitioner should be ordered to pay to the Respondent a sum of not less than \$146.50 the amount as provided for by U.C.A. §78-45-7.14, per month as support for the minor child of the parties.

12. The child support order shall require that each parent share equally the reasonable work-related or occupational related training child care expenses of the parents. (See U.C.A. § 78-45-7.16 and 78-45-7.17.)

13. That an order for child support should include as a means for collecting child support, a provision for universal income withholding pursuant to Utah Code Annotated, § 62A-11-501 et seq. The Respondent shall have the right to have the Petitioner pay his support either through the Clerk of the Court or through the Office of Recovery Services. It will be the Respondent's responsibility to make arrangements with the Petitioner to pay his support through the Clerk of the Court. If appropriate arrangements cannot be made the Respondent shall then be responsible to request collection through the Office of Recovery Services.

14. That U.C.A. § 78-45-7.10 provides, that the Petitioner's obligation to pay child support for the child will terminate when he reaches the age of eighteen (18) or graduates

with his normal high school class, whichever occurs last.

15. That U.C.A. § 78-45-7.11, provides that the noncustodial parent should be awarded the right to a fifty percent (50%) reduction in his base child support award for time periods the Petitioner has the child for at least 25 or any 30 consecutive days. If the dependent child is a recipient of AFDC, any agreement by the parties for reduction of child support during extended visitation shall be approved by the administrative agency. Normal weekend visitation and holiday visits to the custodial parent shall not be considered an interruption of the consecutive-day requirement.

ALIMONY

16. The parties agreed that they are fully capable of supporting themselves and therefore, neither is awarded alimony, with the exception of the debt allocation set forth herein, which is considered as necessary support and maintenance, and as such is not dischargeable in bankruptcy.

REAL PROPERTY

17. The parties acquired no real property during the course of this marriage, nor do they presently own an interest in real property.

PERSONAL PROPERTY

18. The parties agreed that any personal property of the parties should be distributed as follows:

- a. To the Petitioner: all property currently in his possession;
- b. To the Respondent: all property currently in her possession;
- c. The parties agreed that all remaining personal

property should be awarded to each of the parties as they have heretofore divided it.

19. The parties agreed that all property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources should be awarded to the party from whose family it came.

DEBTS AND OBLIGATIONS

20. During the course of the marriage, the parties have acquired debts and obligations. The parties agreed that it is fair and reasonable that each party be ordered to assume and pay the following:

a. The Petitioner: any and all debts in Petitioner's name;

b. The Respondent: any and all debts in Respondent's name;

c. The parties agreed that all remaining debts and obligations shall be the responsibility of the party who incurred the particular debt, unless otherwise ordered by the Court.

21. Pursuant to 30-3-5(1), 15-4-6.5 and 15-4-6.7, Utah Code Annotated, the parties are required to provide a copy of their Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore, the party not obligated to pay a joint obligation shall:

a. Send a copy of the Decree of Divorce to each joint creditor he/she is not required to pay as soon as possible.

b. Notify that joint creditor of the current separate address of each party.

c. Inform that joint creditor that each party is entitled to receive individual statements, notices, and

correspondence required by law or by the terms of the contract. Also, inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint debt unless the creditor has first made a demand for payment on the party who was not required to pay the debt.

d. With regard to a creditor for medical expenses provided to a minor child, notify the creditor that a claim for unpaid medical expenses may not be made against a parent who has paid in full his or her share of the medical and dental expenses required to be paid by that parent.

HEALTH INSURANCE

22. The parties agreed that both the Petitioner and Respondent should be ordered to maintain health, accident, and dental insurance for the benefit of the parties' minor child if it is available through their place of employment. The deductible amounts and coverage should be equal to those in existence as of the date of any order for so long as coverage is available through insured's current or subsequent place of employment at a reasonable cost. Each parent should equally share the out-of-pocket costs of the premium paid for the children's portion of the insurance. The children's portion of the premium 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.

Each parent shall equally share all reasonable and necessary uninsured medical, dental, orthodontic, and optical expenses, including deductibles, co-payments, and office visits incurred for the dependent ~~FIELD~~(child/children) and actually paid

by the parents.

The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.

A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within forty-five (45) days of receipt of the documentation supporting required participation.

A parent who incurs medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share if that parent fails to comply with the two (2) preceding paragraphs.

Neither parent shall contract for or incur any obligation for orthodontia work or elective surgery for the child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. The non-custodial parent will have the right in advance to participate in the selection of doctors and procedures for any and all orthodontia, surgery procedures, or psychological counseling, for which he/she is expected to contribute. If such debts are incurred without said consultation, and written consent, then the parent who incurred the

expenses shall have the prima facie obligation to pay any non-covered expenses.

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 shall be brought back before the Court. If a party is found to have been unreasonable and frivolously created the need for the hearing, that party will be ordered to pay Court costs and attorneys' fees. 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 or mental health evaluation, each party will normally be required to pay one-half ($\frac{1}{2}$) of the costs associated with such treatments or procedures.

TAXES

23. The parties agreed that it is reasonable and proper that the Respondent have the minor child as a deduction for income tax purposes each and every year.

ATTORNEY'S FEES AND COSTS

24. The parties agreed that they should be required to pay their own attorney's fees, together with the Court costs.

MISCELLANEOUS PROVISIONS

25. The parties agreed that it is reasonable and proper that the Petitioner be restored the use of her former name, LYNNETTE NELSON, if she chooses.

26. Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

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

CONCLUSIONS OF LAW

1. The Court concludes that the parties are subject to the jurisdiction of the Court as set out above under the Court's Findings of Fact, and that the Petitioner is entitled to a Decree of Divorce, the same to become final upon entry herein.

2. The Court concludes that all other issues of dispute have been resolved by the Court pursuant to the above Findings of Fact.

DATED this 7 day of July, 1999.

BY THE COURT:

Michael D. Lyon
DISTRICT COURT JUDGE

APPROVED BY:

Lynnette Wilson
Respondent