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

In the matter of the marriage of:
ALEXA DEAN,

Petitioner,

and

PATRICK M. DEAN JR.,

Respondent.

DECREE OF DIVORCE

Civil No. 254900418

Judge Catherine Conklin

Commissioner

THE ABOVE-CAPTIONED MATTER having come before the court upon motion, the Honorable Catherine Conklin presiding. The Court, having entered its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS** as follows:

1. The parties are granted a divorce on the grounds of irreconcilable differences.

Custody and Parent-Time

2. One child has been born as issue to these parties, to wit: Leo, born July 2022.

3. Petitioner is awarded primary physical custody of the minor child with Respondent exercising a parent-time as follows:

a. For the next year, until the weekend before child begins school, Respondent shall have parent-time as follows:

i. Every-other Thursday after daycare until Sunday at 7:00 p.m. when the parties will do the exchange at the Common Cents convenience store in Bountiful; and

ii. Every-other Thursday after daycare until Saturday at 9:30 a.m. when the parties will do the exchange at the Common Cents convenience store in Bountiful.

b. Once the child begins school, Respondent shall have parent-time consistent with Utah Code §81-9-302. However, during the summer, the parties will share equal custody, going Wednesday to Wednesday, beginning the Wednesday following the release of school with whichever parent did not have the prior weekend having the first week. The exchanges will occur at 5:00 p.m. at the Common Cents convenience store in Bountiful.

4. The parties will share holidays equally each year as they agree. If they do not agree, the parties shall exercise holidays as follows:

Holiday	Holiday Time Period	Odd Years	Even Years
Dr. Martin Luther King Jr. Day:	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday.	Father	Mother

	(2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day:	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Mother	Father
Spring Break:	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Memorial Day:	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Mother	Father
Mother's Day:	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	Mother	Mother
Father's Day:	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	Father	Father
Juneteenth National Freedom Day:	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National	Mother	Father

	Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day:	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Father	Mother
Pioneer Day:	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Mother	Father
Labor Day:	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Father	Mother
Fall Break:	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Father	Mother
Halloween:	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Mother	Father
Thanksgiving Holiday:	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.	Mother	Father

	(2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Winter Break (First Half):	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Father	Mother
Winter Break (Second Half):	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Mother	Father
Day of Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Father	Mother
Day Before Child's Birthday:	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Mother	Father

5. Extended Parent-time: Extended parent-time during the summer will follow the week-on/week-off schedule, except once per summer either party may take a 2-week period as extended summer parent-time. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
- c. Failure to Timely Comply: 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.

d. First to Comply has Priority: 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.

e. Any notice shall be at least 30 days in advance of the start of the intended extended period and may not include a holiday awarded to the other parent.

6. For emergency purposes, whenever the child travels out of the State of Utah overnight with either parent, all of the following will be provided to the other parent:

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

7. The parties are awarded joint legal custody of the minor child pursuant to the following parenting plan:

*****BEGIN PARENTING PLAN*****

8. The objectives of this parenting plan are to:

- a. provide for the child's physical care;
- b. maintain the child's emotional stability;

- c. provide for the child 's changing needs as the child grows and matures in a way that minimizes the need for future modifications to the parenting plan;
- d. set forth the authority and responsibilities of each parent with respect to the child consistent with the definitions outlined in the statute;
- e. minimize the child 's exposure to harmful parental conflict;
- f. Encourage the parents, where appropriate, to meet the responsibilities to their minor child through agreements in the parenting plan rather than relying on judicial intervention; and
- g. protect the best interests of the child .

Residential/time Sharing Schedule

- 9. Custody of the minor child shall be as defined in the parties' Decree.
- 10. In the event that either of us decides to move out of the state or decides to move to a location in the state that makes our time-sharing arrangement impractical, the provisions of Utah Code §81-9-209 shall apply.

Dispute Resolution and Decision Making Process

- 11. *Day-to-day decisions.* Whichever parent has physical custody of the child shall make minor, day-to-day decision regarding his care.
- 12. *Decision-making procedure.* All major decisions concerning our child, including his health, education, general welfare, extracurricular, daycare, and medical (including dental and mental health) will be discussed between the parties in an attempt to reach a joint decision. We

agree to use the following decision-making procedure:

- a. Identify the issue;
- b. Brainstorm possible solutions; and
- c. Choose the most sensible solution that considers the needs and interest of everyone involved.

13. *Tie-breaking procedure.* We agree to discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who we feel may be of assistance. Should an agreement not be reached, either party may return the matter to Court. Petitioner shall have emergency interim final decision-making authority.

14. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, we understand the court may award attorney's fees and other financial sanctions to the parent who prevails in the resolution of the dispute.

Education Plan

15. The minor child shall attend school based upon Petitioner's address.

16. Both parents shall have access to the child during school and both parents shall have authority to check the child out of school. Regular school hours should not be interrupted for parent-time.

Sharing of Information

17. We agree to use our best efforts to communicate and share information with each other on a frequent basis regarding our child's development, school work, medical and dental

treatment, therapy and any other information appropriate to share with the other parent.

18. We agree to notify the other parent of school programs, church events, extracurricular activities, and sporting events that involve our child should that information not be available to the other parent.

19. We agree to notify the other parent of significant illness the child may have when they are at our individual homes.

20. We agree to discuss any problems either of us is experiencing with disciplining our child.

21. We agree to immediately advise the other parent of any changes in our address, telephone number, or other information pertinent to communication.

22. We agree to advise the other parent of all logistical details regarding vacation time with our child , including places and telephone numbers where the child may be reached.

Access to Information

23. Both parents shall have the right of access to the medical, educational, daycare, religious and other records of the minor child.

Mutual Restraints

24. Neither party shall make any denigrating nor derogatory remarks about the other party or the other party's parenting style directly to the other party, or directly to or in the presence of the child or on social media. Each party is also obligated to remove the child from any environment where third persons may be engaging in similar conduct.

25. Each party agrees that the child will not be around any alcohol use to excess and/or use of illegal drugs.

26. Neither party shall be allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, the child or the other party's family members or relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, manipulation, emotional and verbal or any other form of abuse.

27. Neither party shall take any actions to intentionally try to alienate the child from the other party.

28. Both parties are restrained from making visitation arrangements through the child or from using the child as a messenger.

29. The parties are expressly restrained from taking any action that would place the minor child "in the middle" of a dispute or issue that should otherwise be resolved by the parents directly between themselves.

30. Both parties are restrained from harassing, annoying, or otherwise bothering the other party or the minor child.

31. The parents will not question the child about each other's personal relationships, financial spending, or otherwise use the minor child as a tool for discovery.

32. The parents will not use the minor child as confidantes to counsel with about their own personal problems – especially if the problem is related to the other parent.

33. The parents will not ask the minor child to lie for them, keep information from the

other parent, or to keep something secret from the other parent.

34. Both parties are restrained from introducing the child to any romantic partners until they have been dating for six (6) months.

35. Both parties are mutually restrained from permitting third parties to do what they themselves are prohibited from doing under these paragraphs and have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the minor child from such circumstances.

36. Neither party shall disparage the other party to or in the presence of the minor child and shall instruct third parties to also be so restrained.

37. Both parties shall be restrained from discussing the legal action, financial concerns, child support or any similar topics with the minor child or in the presence of the child and shall instruct third parties to also be so restrained.

38. Both parties shall communicate with each other in a respectful way and shall refrain from name-calling or other demeaning communications.

39. Neither parent shall engage in actions that will estrange the minor child from the other parent or impair the child's love or respect for the other parent.

Attorney Fees

40. If either party violates any of the terms of this Plan and court action becomes necessary, then the violating party should pay attorney's fees and costs arising from the violation.

Good Faith

41. This parenting plan has been adopted in good faith.

*****END PARENTING PLAN*****

Child Support

42. Petitioner is presently employed and has an average gross monthly income of \$9,500 per month.

43. Respondent is presently employed and earns approximately \$6,500.00 per month.

44. Based upon the foregoing incomes, and the Utah Child Support Guidelines, Respondent's child support obligation would be \$198 per month. However, the parties agree to deviate this amount down to \$0 based upon the following:

a. Respondent will provide health care coverage for the minor child at his own expense;

b. The asset and debt division between the parties;

c. There is an absence of need on the part of Petitioner; and

d. Given the distance between the parties, and the driving that will be done by Respondent, he will need the funds for transportation costs to maintain his relationship with the minor child.

e. In the event that Respondent's aggregate out of pocket cost for travel expenses and the child's portion of the health insurance premium total less than \$150 in any given month, or in the event that Petitioner is receiving any type of means-tested public assistance for the child's benefit, such will constitute a substantial and material change of

circumstances to enable either Petitioner or the State to bring the issue of child support back to the Court.

45. Each party shall be responsible for his or her own daycare costs.

46. There shall be a right of first refusal should either party require third-party care overnight.

Insurance

47. In partial consideration of not paying prospective child support, Respondent shall provide health care coverage for the minor child at his sole expense.

a. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Petitioner shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

48. The parties shall equally pay any uninsured medical and dental expenses, including routine office visits, physical examinations and immunizations.

49. A parent who incurs medical or dental expenses for the parties' minor child/ren shall provide written verification of the cost and payment of the expenses to the other parent

within thirty (30) days of incurring such expense and reimbursement shall occur within thirty (30) days.

50. Pursuant to Utah Code §15-4-6.7:

(1) When a court or an administrative agency enters an order that provides for the payment of medical and dental expenses of a child as described in Section 26B-9-224 or 81-6-202, a provider who receives a copy of the order:

(a) at or before the time the provider renders medical or dental services to the child, and upon request from a parent, shall separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

(b) within 30 days after the day on which the provider renders the medical or dental service to the child, may not:

(i) make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order; or

(ii) make a negative credit report under Section 70C-7-107, or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

(2) (a) When a court enters an order that provides for the payment of school fees of a child in a separate maintenance action under Section 81-4-204 or in a divorce action under

Section 81-4-406:

(i) a provider, who receives a copy of the order before the day on which the provider first issues a bill for a school fee and upon request from a parent, shall separately bill each parent for the share of the school fee that the parent is required to pay under the order;

(ii) a provider, who receives a copy of the order, regardless of whether the provider receives the copy before, on, or after the day on which the provider first issues a bill for the school fee, may not make a negative credit report under Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the school fee that the parent is required to pay under the order; and

(iii) each parent is liable only for the share of the school fee that the parent is required to pay under the order.

(b) A provider may bill a parent for the parent's share of a child's school fee under an order described in Subsection (2)(a) regardless of whether the provider grants the other parent a waiver for all or a portion of the other parent's share of the child's school fee.

Extracurricular Expenses

51. Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party

verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent-time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent-time. In the event either party schedules child extracurricular activities, the scheduling parent should take care to not schedule the activities over the other parties' parent-time.

Alimony

52. Both parties are capable of providing for his/her own support and therefore no alimony shall be awarded and forever waived.

Real and Personal Property

53. There is no real property in need of division.

54. During the marriage, the parties have acquired various items of furniture, fixtures, appliances and household goods which have already been divided and each party is awarded the property in his/her possession with the exception of the autographed Pulp Fiction in Petitioner's possession which shall be awarded and provided to Respondent.

Debts

55. Each party is responsible for any debts in his/her own name. Any debts associated with real or personal property shall be paid by the party to whom the property is awarded.

56. Pursuant to Utah Code §15-4-6.5(3)(b), both parties are authorized to provide notice to each creditor of the parties following the entry of the Decree of Divorce for the allocation of debts between the parties.

Retirement and Investment Accounts

57. The parties' shall each be awarded their own retirement.

Bank Accounts

58. Each party shall be awarded any bank account in his/her own name.

Business Interests

59. Respondent acquired interest in a business during the marriage known as APPL, LLC, which shall be awarded to him.

Miscellaneous

60. Each party shall pay his or her own attorney fees.

61. Petitioner shall claim the parties child on her taxes each even-numbered tax year and Respondent shall claim the minor for odd-numbered tax years; however, to be eligible to claim the minor child, Respondent will need to be current in his child support obligations, including reimbursement of medical expenses.

62. Petitioner is restored her maiden name of Corsey.

63. Both parties are restrained from bothering, harassing, annoying, threatening or harming each other.

64. Each party are ordered to execute and deliver to the other such documents as are

required to implement the provisions of the Decree.

65. In the event either party fails to perform his or her obligations under the Decree of Divorce, that person shall be required to pay all costs and attorney fees of the other party incurred in enforcing the terms.

*****END OF ORDER*****

In accordance with Utah R. Civ. P. 10(e), this Order does not bear a handwritten signature, but instead displays an electronic signature on the first page, along with the Court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ Brady Gibbs (With permission)
Signed by David C. Blum with email

permission from the above-named