

Name: Terri Nicole Sawyer
Address: 496 E 1150 N
Springville, Utah 84663
Phone: 801-319-3714
Pro Se

FILED
SCT 20 2011
4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

IN THE FOURTH JUDICIAL DISTRICT COURT
OF UTAH COUNTY, STATE OF UTAH

Terri Nicole Sawyer,
Petitioner,

vs.

Robert James Sawyer,
Respondent.

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**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 114402254

Commissioner: Patton

Judge: Mortensen

The above-entitled matter came on before the court on Petitioner's Affidavit for Entry of Divorce Decree in accordance with Rule 104, Utah Rules of Civil Procedure. The parties have completed the classes entitled, "Divorce Orientation Course" and "Shared Parenting for Divorcing Parents" or have a signed order waiving the classes on file with the court. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby,

ORDERED, ADJUDGED AND DECREED:

That the Petitioner is awarded a Decree of Divorce from the Respondent, to become final upon signature and entry.

1. During the course of the marriage relationship, the parties have acquired certain items of personal property. The personal property of the parties is to be distributed as follows:

Description of Item	Item Becomes Sole Property of
2005 Dodge Grand Caravan	Respondent
2004 VW Jetta	Petitioner
Guns and Gun related items	Respondent
Furniture and Appliances in the home	Petitioner
Safes	Respondent
Tools	Respondent
Lawn Care equipment and Shed	Petitioner
Coins and Stamps	Respondent
Jewelry	Petitioner

a. All other personal property shall be divided as the parties have already divided it.

2. Each party is ordered to assume and pay debts and hold the other harmless from liability as follows:

To Whom Debt is Owed	Description of Debt	Petitioner Will Pay	Respondent Will Pay
Discover Card			100%
Rotary Card		40%	60%
Victoria Secret		100%	
Best Buy		100%	
Key Bank		100%	
Travelocity		100%	

All other debts are the responsibility of the person incurring the debt.

3. During the course of the marriage, the parties acquired the following real property:

a. ***House and Lot***

Address:

***496 E 1150 N
Springville, UTAH 84663***

Legal description:

Lot 122, Plat C, Springville Heights Sub. Area 0.202 ac

b. This property is divided as follows:

Terri Nicole Sawyer and the children will remain in the home. The home will remain jointly owned by Terri Nicole Sawyer and Robert James Sawyer. If Terri Nicole Sawyer wishes to move out of the home, her 50% ownership in the home can be purchased by Robert James Sawyer or both parties can agree to sell the home and share in the sales equity 50% each. Also, in the event of remarriage by Terri Nicole Sawyer, and a desire by herself and new spouse to live in the home, they will purchase Robert James Sawyer's 50% ownership of the home. Also, Terri Nicole Sawyer and Robert James Sawyer may agree to both live outside of the home and rent it out to a third party and share 50%/50% in the rental receipts.

4. Neither party is awarded alimony from the other.

5. The parties have one or more pension and/or profit sharing plans or other retirement benefits. The owner (Participant) of the pension plan or retirement account shall cooperate fully in whatever is necessary for both parties to have full access to all of the information concerning the pension plan or retirement account, including signing any necessary forms for release of the information to the other party (Alternate Payee). In the event that the owner (Participant) receives any of the benefits awarded to the Alternate Payee from this pension plan or retirement account, the owner (Participant) shall receive that benefit in the form of a constructive trust for the Alternate Payee and the owner (Participant) is ordered to pay the benefit directly to Alternate Payee within five days of its receipt. Information on the plan(s) and how they are to be divided is listed below:

a. Plan Name: *Terri Nicole Sawyer*. Plan Administrator: *Utah Retirement Systems*.

Last four digits of Account Number: *5941*. This plan is in the name of the Petitioner. The plan shall be awarded to Petitioner as follows:

Petitioner is awarded the entire plan.

6. There has/have been **1** child(ren) born or adopted of this marriage. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birthdates of the children are

being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form. The initials, birth month, and birth year of each child are listed below:

Child's Initials	Month and Year of Birth
RRS	October 2000

1.1 Both parents are awarded joint legal custody of the minor child(ren), but Petitioner is awarded sole physical custody of the child(ren), subject to Respondent's right to parent-time with the child(ren) at reasonable times and places.

6.1 Pursuant to Utah Code Ann. § 30-3-10.1 et seq., the court orders the following parenting plan:

- a. The parents will discuss with each other and mutually decide the significant decisions regarding the child(ren), including, but not limited to, the child(ren)'s education, health care, and religious upbringing. Either parent may make emergency decisions regarding the health or safety of the child(ren).
- b. Day to day decisions regarding the care, control and discipline of the parties' child(ren) will be made by the parent with whom the child(ren) resides/are residing at the time.
- c. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
- d. Should the parties have a dispute regarding parenting of the child(ren), **Terri Nicole Sawyer** will make the final decision.

e. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the child(ren), that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service. Should the parents be unable to agree upon a mediator or mediation service, the parent requesting mediation will arrange for mediation through a court-approved mediator or mediation service. A written record shall be prepared of any agreement reached in mediation and a copy provided to each parent. The parents shall share the costs of mediation equally.

f. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

g. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, and arbitration.

h. The following provisions shall be part of the parties' parenting plan:

No additional provisions

i. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

j. This parenting plan is filed by Petitioner in good faith and Petitioner believes the plan is in the best interests of the parties' child(ren).

7. If the parties reside in the same state and within 150 miles of each other, reasonable parent-time shall be as the parties agree. If the parties do not agree, the following schedule shall be considered the minimum parent-time to which the noncustodial parent and the minor child(ren) shall be entitled: *I would like Robert to take Gabrielle, Jesse and Robert Rockwell every other week from Thursdays after school to Monday morning and during the off weeks, they will be with him Thursday and Friday nights.*

He is not the biological father of Jesse and Gabrielle but has become their psychological father. It is important for him to have as much time as possible with them.

7.1. Respondent will pick up, deliver and return the children for all parent time unless the parties make other arrangements.

7.2 If either party moves from the state of Utah or 150 miles or more from their residence specified in the Court's Decree, that parent shall provide if possible 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming that:

a. the parent-time provisions in Utah Code § 30-3-37(5) or a schedule approved by both parties will be followed; and

b. neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

A parent who fails to comply with the notice of relocation shall be in contempt of the Court's order.

7.3 If either parent lives more than 150 miles away from the other parent or if both parents live in separate states or countries, parent time shall be as the parties agree. If they are unable to agree, the following shall be the minimum parent-time allowed to the non-custodial parent:

- a. in years ending in odd number, the minor child(ren) 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 child(ren) 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; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children shall be returned to the custodial home no later than seven days before school begins. This week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties shall mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent shall select the dates for the extended time period.
- d. at the option and expense of the noncustodial parent, one weekend per month.

7.4 If either parent lives more than 150 miles away from the other parent or if both parents live in separate states, costs for their child(ren)'s travel expenses for parent-time shall be shared equally by the parents.

a. If the noncustodial parent has been found in contempt for not being current on all support obligations, that parent shall be responsible for all of the child's travel expenses relating to the parent time schedule in this order.

b. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

8. Pursuant to Utah Code § 78B-12-203 Petitioner's total countable gross monthly income for child support purposes is \$3,517.00. Petitioner's base child support amount using the sole custody calculation is \$405.00 per month. The Petitioner receives the following gross monthly income from all sources:

a. The Petitioner is employed and grosses **\$3,367.00** per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Petitioner's place of employment has been filed with the court on the **NON-PUBLIC INFORMATION – PARENT IDENTIFICATION AND LOCATION** form.

b. The Petitioner earns \$150 extra per month in overtime or additional employment above Petitioner's full time pay. This extra income is countable income for child support purposes under Utah Code § 78B-12-203(2) because during the time prior to the original child support order, the Petitioner normally and consistently worked more than 40 hours at a job or jobs.

8.1 Pursuant to Utah Code § 78B-12-203 Respondent's total countable gross monthly income for child support purposes is \$4,548.00. Respondent's base child support amount using the

sole custody calculation is \$516.00 per month. The Respondent receives the following gross monthly income from all sources:

a. The Respondent is employed and grosses **\$4,548.00** per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Respondent's place of employment has been filed with the court on the NON-PUBLIC INFORMATION – PARENT IDENTIFICATION AND LOCATION form.

8.2 Pursuant to Utah Code § 78B-12-202 et seq., the Respondent is ordered to pay to the Petitioner as and for child support:

a. A sum of not less than \$516.00 per month as base support for the child(ren) of the parties, pursuant to the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code § 78A-6-801.

b. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

c. The sole custody worksheet was used in calculating the child support in this matter. Petitioner's base child support amount is \$405.00 per month. Respondent's base child support amount is \$516.00 per month. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code § 78B-12-108 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.

d. The sole physical custody worksheet was used in calculating the base child support award. The base child support award shall be reduced by 50% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 25 of any 30 consecutive days. The base child support award shall be reduced by 25% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 12 of any 30 consecutive days. Normal parent-time and holiday parent-time with the custodial parent shall not be considered an interruption of the consecutive day requirement for the non-custodial parent. If the dependent child is a recipient of cash assistance from the state of Utah through the T.A.N.F. or F.E.P. programs, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services.

e. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to U.C.A. § 62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer

owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Petitioner.

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

g. Each of the parties is under mutual obligation to notify the other within ten (10) days of any change in monthly income.

h. Under Utah Code § 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code § 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

i. Under Utah Code §§ 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal

responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

8.3 Petitioner is entitled to claim the parties' minor child(ren) as dependent(s) for tax purposes in even numbered years. The Respondent is entitled to claim the parties minor child(ren) as dependent(s) for tax purposes in odd numbered years.

8.4 Pursuant to Utah Code § 78B-12-212:

- a. Petitioner is required to maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.
- b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance.
- c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by a party.
- d. The parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
- e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the Subparagraph "d" above.

9. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring an Order to Show Cause 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.

10. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

DATED Oct. 19, 2011

Approved as to form:

Approved as to form.
Robert James Sawyer
Respondent's Signature

CERTIFICATE OF MAILING/DELIVERY

On 29 Sep 11 (date) I [] mailed or hand delivered a copy of this DECREE
OF DIVORCE AND JUDGMENT, postage prepaid, to:

**Robert James Sawyer
496 E 1150 N
Springville, Utah 84663**

Nicole Sawyer
Petitioner Signature