

The Order of the Court is stated below:

Dated: March 02, 2016
11:55:08 AM

/s/ David Hamilton
District Court Judge



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

<p>MICHELLE A. RANKIN, Petitioner, vs. JEFFERY W. RANKIN, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Civil No. 154700424</p> <p>Judge David Hamilton</p> <p>Commissioner Catherine Conklin</p>
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THIS MATTER came before the Court on the parties' stipulation, the Honorable David Hamilton presiding. The Court, having made 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.
2. There have been three children born as issue of these parties; to wit: N.R., born July, 2008, C.R., born June, 2010, and E.R., born March, 2012.

PARENTING PLAN

3. Custody/Parent-time. The Mother is awarded sole physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the Father's reasonable rights of parent-time shall be defined by Utah Code §30-3-37 with the following exceptions:

a. The assigned Guardian Ad Litem (GAL) shall make a determination for transitional parent-time, restrictions on parent-time, and safeguards for the children. The GAL shall determine when the parent-time shall become according to §30-3-37 and how the transitional parent-time shall be exercised. The parties shall sign a release to allow the GAL to talk with the children's therapist. The parties agree to both equally share the cost for the Guardian Ad Litem.

b. While the Father resides outside of the United States, the Father shall give a 30- day notice for parent-time. When the Father resides inside the United States, the Father shall give a 14 days notice for parent-time.

4. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks with the child by May 1 each year with the Mother having first choice of extended time in odd numbered years and the Father having first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

5. Legal Custody. The parties shall have joint legal custody. The parties shall both have access to medical records, school records, court records, and any other information

or records concerning their children. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the Mother shall have final say. If the other party disagrees, the parties shall mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

6. Limitations: The people in the respective households and the parties shall not view sexually explicit material while they are exercising parent-time.

7. Communication. The parties shall discuss all parenting concerns by text or e-mail at any time needed and shall not use their children to deliver messages. The parties shall use phone contact for emergencies or changes the day of the exchange. Each party shall respond within 48 hours for issues regarding the children and finances regarding the children.

8. Google Calendar. The parties shall utilize Google calendar to communicate activities with the children.

9. Telephone And Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration.

10. Travel. When the children travel with either parent overnight, all of the following shall be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the children's location.

11. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.

12. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

13. Mutual Restraining. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

14. Third Party Responsibility: Both parties are mutually restrained from allowing

third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the minor child from such circumstances.

15. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action except for enforcement actions. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

16. Child Support. Child Support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq.* The Mother's gross monthly income is \$6,250 per month. The Father's gross monthly income is \$4,983 per month. The support has been calculated according to the Sole Physical Custody Worksheet. The Father's child support obligation should be \$918 per month. Child support shall commence January 2016. 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 date 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. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

17. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212. The Mother is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children 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.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health,

hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children 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 children.

18. Childcare Expenses. The parties shall adopt Utah Code §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

19. Dependency Exemption. The parties shall share the dependency exemption for the minor children as follows:

a. While there are three minor children, the parties shall alternate the dependency exemption for the minor children. The Father shall claim 2 children in odd-numbered tax years and 1 child in even-numbered tax years and the Mother shall claim 2 children in even-numbered years and 1 child in odd-numbered tax years.

b. While there are two minor children, the parties shall each receive one child as a dependency exemption.

c. When there is only one minor child, the parties shall alternate the

dependency exemption for the minor children. The Father shall be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Mother shall claim the minor child as a dependency exemption for even-numbered tax years.

d. The Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support (child support includes daycare and medical premiums) obligation by December 31st of any tax year.

20. Real Property. The Mother is awarded the real property located at 1422 West and 1200 South Woods Cross Utah 84087

21. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

Item Description:	Awarded to:
Digital Copies of Photos	Father
Television	Father

a. The parties shall cooperate with one another to exchange the property by July 31, 2016. Each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

22. Debts. The parties acquired debts during the marriage. Each party shall assume,

and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
Father's student Loan	Father
Debt in Father's name	Father
Debt in Mother's name	Mother

a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

23. Checking And Saving Accounts. Each party shall be awarded monies in their own separate checking and savings accounts.

24. Retirement Accounts: The Mother shall be awarded her 401(k) account.
25. Judgment. The Father agrees to an additional judgment amount of \$4,459 for amounts owing on daycare, medical premium, and child support from October 2015 through December 2015 and this shall be reduced by \$2000 for his portion of retirement. Thus the judgment shall be \$2459. The Mother previously received a judgment for \$4272. The parties agree that they are waiving the issue of contempt and attorney fees associated with the two Order to Show Cause Proceeding that Mother has filed against Father through December 2015.
26. Name: Mother shall have the option of restoring her name to Michelle Austin.
27. Alimony. Each party is fully capable of supporting themselves, and therefore, neither party should be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.
28. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.
29. Divorce Education: The parties shall take the Divorce Education Class and Divorce Orientation Class within 30 days of the date the Stipulation was signed.
30. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or

right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

31. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

32. The parties agree to cancel their upcoming hearing on January 25, 2015 in the case.

33. Final Stipulation: This Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of this Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses, but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this stipulation.

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

In accordance with URCP Rule 10(e), this Order des not bear a handwritten signature, but instead displays an electronic signature on the first page of this Order along with the court's seal and the date the order was executed.

APPROVED AS TO FORM:

/s/ by David C. Blum with permission of Sarah A. Giacobelli
SARAH A. GIACOVELLI
Attorney for Respondent

APPROVED AS TO FORM:

/s/ by David C. Blum with permission of T.R. Morgan

T.R. MORGAN

Guardian ad Litem