



Theo Mathews, 14900
Attorney at Law
88 West Center Street, Suite 3
Logan, Utah 84321
435.554.8558
theo@theomathews.attorney

Attorney for Respondent

IN THE FIRST JUDICIAL DISTRICT
COURT CACHE COUNTY, STATE OF
UTAH

DARIA PANDAZI BUNDY,

DECREE OF DIVORCE

Petition
er,

v.

CHRISTOPHER PAUL BUNDY,

JUDGE: Hon. Thomas
Willmore Commissioner:
Christina Wilson Civil
Number: 17410263

Respon
dent.

This matter is submitted to the Court pursuant to the stipulations entered into by
Petitioner and Respondent during Mediation held on August 22, 2017 and subsequent
negotiation between the parties. The Court having accepted the parties' stipulation, and having
reviewed the pleadings on file, and being fully advised in the premises, having entered its
Findings of Fact and Conclusions of Law herein, and now enters the following:

It is hereby ORDERED, ADJUDGED and DECREED as follows:

I. DIVORCE

1. That the Parties are hereby awarded a decree of divorce, and the bonds of matrimony that
have heretofore existed between Petitioner and Respondent are hereby dissolved upon signature
by the Court.

II. CHILD CUSTODY AND VISITATION

2. **Award:** The parties shall be awarded joint- legal and joint-physical custody of the children.

3. **Basic Schedule:** The parties shall have parent time with the minor children as mutually agreed, and in the event they cannot agree, Petitioner shall have nine overnights and Respondent shall have five overnights with the children every two weeks, which shall be exercised with Petitioner having three overnights the first week and Respondent having four overnights the first week. Then, alternating on the second week, Respondent shall have one overnight the alternating second week (Thursday) and Petitioner having six overnights on the alternating second week. For purposes of determining holiday parent-time, Petitioner’s home will be designated as the “primary” residence. The agreed on visitation schedule is as follows:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Petitioner’s Overnight	Petitioner’s Overnight	Petitioner’s Overnight	Respondent’s Overnight	Respondent’s Overnight	Respondent’s Overnight	Respondent’s Overnight
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Petitioner’s Overnight	Petitioner’s Overnight	Petitioner’s Overnight	Respondent’s Overnight	Petitioner’s Overnight	Petitioner’s Overnight	Petitioner’s Overnight

4. **Schedule For Holidays:** Utah Code Ann. § 30-3-35 shall govern Holiday parent-time. Respondent shall exercise the holidays in the years as specified for the non-custodial parent and Petitioner will exercise the holidays in the years as specified for the custodial parent. Thus, each party is entitled to the following holidays as follows:

- a. Respondent's Holidays For Years Ending With An Even Number (i.e.: 2016, 2018, 2020...): In years ending with an even number, Respondent shall have parent

time on the actual date of the child's birthday from 3:00 p.m. to 9:00 p.m.; President's Day from 6:00 p.m. on Friday until 7:00 p.m. on Monday; Memorial Day from 6:00 p.m. on Friday until 7:00 p.m. on Monday; July 24 from 6:00 p.m. on July 23 until 6:00 p.m. on July 25; Columbus Day from 6:00 p.m. on the day before until 7:00 p.m. on the day of the holiday; Halloween on October 31 or the day it is celebrated in the local community from after school until 9:00 p.m., or if there is no school that day from 4:00 p.m. until 9:00 p.m.; Thanksgiving, beginning at 6:00 p.m. on Wednesday until Sunday at 7:00 p.m.; the second portion of the winter school vacation, including New Year's Eve and New Year's Day, beginning at 1:00 p.m. on the day half way through the break and ending at 7:00 p.m. the day before school resumes; and Father's Day from 9:00 a.m. until 7:00 p.m. the day of the holiday; and, Respondent's birthday from 9:00 a.m. until 7:00 p.m. the day of the birthday.

b. Respondent's Holidays For Years Ending With An Odd Number (i.e.: 2017, 2019, 2021...): In years ending with an odd number, Respondent shall have parent time on the day before or the day after the child's actual birthday from 3:00 p.m. until 9:00 p.m.; Martin Luther King, Jr., from 6:00 p.m. on Friday until Monday at 7:00 p.m.; Spring Break from 6:00 p.m. the day school lets out for the break until 7:00 p.m. the day before school resumes; July 4 from 6:00 p.m. on July 3 until 6:00 p.m. on July 5; Labor Day from 6:00 p.m. on Friday until 7:00 p.m. on Monday; Fall Break/UEA Weekend from 6:00 p.m. on Wednesday until Sunday at 7:00 p.m.; Veteran's Day from 6:00 p.m. on November 10 until 7:00 p.m. on November 11; the first half of the winter school vacation, including Christmas Eve and Christmas Day,

beginning at 6:00 p.m. the day school lets out for the break and ending at 1:00 p.m. on the day half way through the break; and Father's Day from 9:00 a.m. until 7:00 p.m. the day of the holiday; and, Respondent's birthday from 9:00 a.m. until 7:00 p.m. the day of the birthday.

c. Petitioner's Holidays For Years Ending With An Even Number (i.e.: 2016, 2018, 2020...): In years ending with an even number, Petitioner shall have parent time on the day before or the day after the child's actual birthday from 3:00 p.m. until 9:00 p.m.; Martin Luther King, Jr. from 6:00 p.m. on Friday until Monday at 7:00 p.m.; Spring Break from 6:00 p.m. the day school lets out for the break until 7:00 p.m. the day before school resumes; July 4 from 6:00 p.m. on July 3 until 6:00 p.m. on July 5; Labor Day from 6:00 p.m. on Friday until 7:00 p.m. on Monday; Fall Break/UEA Weekend from 6:00 p.m. on Wednesday until Sunday at 7:00 p.m.; Veteran's Day from 6:00 p.m. on November 10 until 7:00 p.m. on November 11; the first half of the winter school vacation, including Christmas Eve and Christmas Day, beginning at 6:00 p.m. the day school lets out for the break and ending at 1 : 00 p.m. on the day half way through the break; and Mother's Day from 9:00 a.m. until 7:00 p.m. the day of the holiday; and, Petitioner's birthday from 9:00 a.m. until 7:00 p.m. the day of the birthday.

d. Petitioner's Holidays For Years Ending With An Odd Number (i.e.: 2017, 2019, 2021...): In years ending with an odd number, Petitioner shall have parent time on the actual date of the child's birthday from 3:00 p.m. to 9:00 p.m.; President's Day from 6:00 p.m. on Friday until 7:00 p.m. on Monday; Memorial Day from 6:00 p.m. on Friday until 7:00 p.m. on Monday; July 24 from 6:00 p.m. on July 23 until 6:00 p.m. on July 25; Columbus Day from 6:00 p.m. on the day before until 7:00 p.m. on the day of the holiday; Halloween on

October 31 or the day it is celebrated in the local community from after school until 9:00 p.m., or if there is no school that day from 4:00 p.m. until 9:00 p.m.; Thanksgiving from 6:00 p.m. on Wednesday until 7:00 p.m. on Sunday; the second portion of the winter school vacation, including New Year's Eve and New Year's Day, beginning at 1:00 p.m. on the day half way through the break and ending at 7:00 p.m. the day before school resumes; and Mother's Day from 9:00 a.m. until 7:00 p.m. the day of the holiday; and, Petitioner's birthday from 9:00 a.m. until 7:00 p.m. the day of the birthday.

e. Holidays include any "snow" days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent- time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule.

f. If a holiday falls on a regularly scheduled school day, the parent exercising holiday time shall be responsible for the child's attendance at school for that school day.

g. If a holiday falls on a weekend or on a Friday or Monday and the total holiday period extends beyond that time so that the child is free from school and the parent is free from work, the parent exercising the holiday time shall be entitled to this lengthier holiday period.

5. Schedule For Extended (Summer) Parent Time: In the summer, each party shall be entitled to two weeks of uninterrupted vacation parenting time with the children. In even numbered years Petitioner shall identify her two weeks by May 1st and Respondent shall identify his two weeks by May 15th. In odd numbered years Respondent shall identify his two weeks by May 1st and Petitioner shall identify her two weeks by May 15th. Summer parenting time shall take precedence over the regular parent-time schedule.

III. PARENTING PLAN

6. General Governing Principles:

a. The purpose of this parenting plan is to create an effective co-parenting relationship for the benefit of their minor children. The parties desire to raise happy and well-adjusted children and to respect each other in their respective parenting roles.

b. The parties realize that they each have different parenting functions and will support and acknowledge the benefits to the children of having a healthy relationship with both parents.

c. The parties should reduce the conflict between them and learn problem solving skills and implement those skills to eliminate future conflict. The parties shall have open communication and focus on the needs and interests of their children ahead of their own personal interests.

d. To implement the vision of the parties' shared parenting plan, and because of their common concern for their children's emotional well-being, the governing principals are as follows:

e. The parties shall have a co-parenting relationship which will be built on trust and respect; and,

f. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs; and,

g. The parties shall support each other in their respective parenting roles and shall say positive words about the other parent to the children and shall be restrained from saying anything negative about the other parent. The parties believe this purpose to be honorable and will help the children to develop a good self-esteem; and,

h. The parties shall listen to each other and do their best to understand the other's

point of view;

- i. The parties shall make all attempts to resolve all conflict between them and shall utilize experts to assist them in this endeavor, if they are unsuccessful personally;
- j. The parties shall solve problems and make joint decisions by working through their decision-making procedure which is described herein;
- k. If tension arises in a telephone call, the parties shall take a break from the telephone call or leave their conversations to e-mail;
- l. The parties shall work together to improve their parenting skills and to share their ideas;
- m. The parties shall live by the golden rule that they will treat each other as they would like to be treated;
- n. The parties shall start over and recommit to this parenting plan when one or both of them steps outside of the plan and forgets about a commitment made in this plan; and,
- o. The parties shall see the other parent as a resource, consultant and ally. The parties shall effectively work together as co-parents to promote the best interests of their children.

7. Parent Time Governing Principles: The parties shall cooperate to plan their children's parent-time schedule based on the following principles:

- a. The parties shall do their best to ensure that the children have meaningful time in both homes;
- b. The parties shall be flexible with each other when minor changes are necessary;
- c. The parties shall give as much advance notice as possible if minor changes are

necessary.

8. Transportation Arrangements:

- a. All parent time exchanges, to the extent that this is possible, will be at the children's daycare, or school.
- b. If it is not possible for the children to be picked up or dropped off at his daycare, or school, the parent to exercise his or her parent time will provide transportation for parent time exchanges;
- c. The parties agree that adults who are known to the parties and the children will be allowed to provide transportation for parent time exchanges only if the parent to be exercising parent-time is reasonably unavailable;
- d. The children will be picked up and delivered promptly at the scheduled times. Each parent will notify the other as soon as possible whenever a parent time exchange will not occur as scheduled;
- e. The children will be fed, bathed, and appropriately clothed before parent time exchanges occur;
- f. Transportation to alternative places, such as school and extracurricular activities, is the responsibility of the parent with whom the children is then residing;
- g. When meeting to make parent time exchanges, the parties will confine their communications to what is necessary to make that exchange, reserving further communication to other times and means.

9. Decision Making:

a. Day-To-Day Decisions (Minor Decisions):

- i. Each parent will make decisions regarding the day-to-day care and control of the children while the children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of the children; and,
- ii. Both parents shall have full access to school, day care, medical and other records of the children; and,
- iii. Both parents shall have equal and independent authority to confer with and attend appointments for the children's school, preschool daycare, speech therapy, doctor/dental appointments, and other programs with regard to the children's educational, emotional, and social progress.

b. Major Decisions: In the spirit of the parties' joint legal custody arrangement, the parties recognize the importance of cooperative parenting. The parties wish to implement this decision making process in order to make decision- making a collaborative approach. The parties will consult with one another and endeavor to reach agreements on the following major issues including, but not limited, to the following:

- i. Medical,
- ii. Dental/Orthodontia,
- iii. Psychological treatment or counseling,
- iv. Education,
- v. Sports and extra-curricular activities.

10. Dispute Resolution Process for Major Decisions: Except in emergency situations requiring ex parte orders to protect the children, both parties will be required to take the following steps in order to resolve disputes about major decisions:

Step 1: Attempt to solve any dispute between them in a civil manner before resorting to

any other process. The parties will have a civil and polite conversation via email or text message.

Step 2: Confer with or solicit the assistance of someone with expertise in the area of dispute, such as the children's healthcare providers or school teachers, etc.

Alternatively, the parties may choose to solicit the assistance of a co-parenting therapist or counselor. If the parties are unable to reach an agreement after following these first two steps, the Petitioner will have the authority to make the final decision. If the Respondent disagrees with this decision, the parties will move to step no. 3 below before seeking assistance from the Court.

Step 3: Engage a court certified mediator and attempt then to resolve the dispute. Each party will be required to pay one-half (1/2) of the cost of the mediator. If the parties are unable to reach an agreement in mediation, the parties will move to step 4 below.

Step 4: Seek assistance from the Court to resolve the question or decision.

11. Dispute Resolution Addendum: No dispute under this Parenting Plan may be presented to the court without a good faith attempt by both parents to resolve the issue through mediation. This requirement will apply to any attempt by either party to clarify or modify the terms and conditions of this Parenting Plan, or to break an impasse on a specific major decision enumerated above. The requirement for mediation does not apply to emergencies that necessitate ex parte orders to protect the children.

12. Costs: The cost of mediation will be divided equally, unless: the parties agree, or, the court orders otherwise. Meaning, the presumption will be that each party pays their own fees to mediate a dispute. Thus the exception hinges upon whether the court finds that a parent has used

or frustrated the dispute resolution process without good reason. In such an instance, the parties agree that the court may award attorney's fees and financial sanctions to the prevailing parent.

13. Other Relevant Parenting-Plan Provisions:

- a. The parties will make special consideration to allow the children 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 that may inadvertently conflict with the parent-time schedule.
- b. Each parent will be ultimately responsible for keeping himself or herself advised of athletic and social events in which the children participates. The parties will make a good faith effort to notify each other within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the children is participating or being honored, and both parents will be entitled to attend and participate fully.
- c. Both parents will have access directly to all school reports and medical records and will be notified immediately by the other parent in the event of a medical emergency.
- d. Within seventy-two (72) hours of any changes, each both parties will provide the other with their current home and work address, and cell phone numbers, and their email addresses.
- e. Each parent will permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of telephone and mail privileges, and/or e-mail, text and virtual parent-time, if the equipment is reasonably available.
- f. The parties stipulate and acknowledge that parental care is presumed to be better care

for the children than surrogate care, whether or not the surrogate care is paid. Accordingly, the parties agree to cooperate in allowing the other parent to provide the childcare when the other party is unavailable for a period of longer than four (4) hours. Upon the restored availability of the then custodial parent, the minor children shall be immediately restored to the custodial parent upon their restored availability. The parties shall exercise every possible consideration in communicating civilly with each other and being considerate in picking up and dropping off the children before and after exercising their first right of refusal.

g. Each parent will provide all surrogate care providers with the name, current address, and telephone number of both parents. Each parent will provide the other parent with the name, current address, and telephone number of all surrogate care providers.

h. Each parent will have the right and responsibility to ensure that the children attend school and other scheduled activities while in that parent's care. Unless mutually agreed in advance, activities will not be scheduled to unreasonably interfere with the other parent's residential time with the children.

i. Each parent agrees to exert every reasonable effort to maintain free access and unhampered contact and communication between the children and the other parent, and to promote the emotions of affection, love, and respect between the children and the other parent. Each parent agrees to refrain from words or conduct, and further agrees to discourage other persons from uttering words or engaging in conduct, which would have a tendency to estrange the children from the other parent, to damage the opinion of the children as to the other parent, or which would impair the natural development of the children's love and respect

for the other parent.

j. Each parent agrees to honor one another's parenting style, privacy, and authority.

Neither parent will interfere in the parenting style of the other, nor will either parent make plans or arrangements that would impinge upon the other parent's authority or time with the children without the express agreement of the other. Each parent will encourage the children to discuss his grievances against a parent directly with the parent in question.

k. The parties' consistency in parenting shall help them to raise emotionally healthy and secure children. Therefore, the parties shall discuss parenting strategies, and develop, if possible, consistent rules and parenting approaches.

l. The parties shall implement, whenever possible, consistent bed times, discipline strategies and other rules. Moreover, the parties recognize that parenting will be more effective if they work together as a united front.

m. Each parent will provide the other parent promptly with receipt of any significant information regarding the welfare of the children, including physical and mental health, performance in school, extracurricular activities, etc.

n. Neither parent will ask the children to make decisions or requests involving the residential or parent-time schedule with the children except for plans that have already been agreed to by both parents in advance.

o. Neither parent will encourage the children to change the parent time schedule herein or encourage the children to believe it is his choice to do so.

p. Neither parent will discuss with or inform the children of the status of child support payments or other legal matters regarding the parents' relationship

q. Neither parent will use the children, directly or indirectly, to gather information about the other parent or take verbal messages to the other parent.

r. Neither parent will make derogatory comments about the other parent or allow anyone else to do the same in the children's presence. The parents will not allow or encourage the children to make derogatory comments about the other parent.

s. Whenever the children will be away from home with a parent for a period of twenty-four (24) hours or will involve an overnight stay of more than 100 miles from that parties' residence, the parent will provide a travel itinerary and telephone numbers where the children can be reached.

t. The parties are restrained from consuming illegal or non-prescribed drugs, and, the parties are further restrained from taking prescription drugs in a manner not prescribed by their treating physician. The parties will also be restrained from showing the children anything not appropriate or illegal for their age.

u. The parties are restrained from allowing the children to be in the presence of any person (themselves included) who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

v. The parties acknowledge that it is in the children's best interests to be around both parents who are not under the influence of any alcohol, illegal drugs, or non-prescribed drugs, as such, the parties hereby adopt the following voluntary and mutually binding drug testing regime:

i. if either party has a reasonable and verifiable reason to suspect the other parent of using a substance in a manner banned by this agreement immediately

before or during that parent's parent-time, then the requesting parent shall have the authority to request a drug test of the other in writing within twenty-four (24) hours of the reasonable and verifiable rational.

ii. The requesting parent shall have authority to designate the least invasive test available to panel for the alleged banned substance use; however, a hair follicle test may be designated by the requesting party.

iii. The requesting parent shall be financially liable for the test itself and shall pay the parent who undergoes testing the verifiable expense within thirty (30) days of receipt of proof of costs to take the test, however, if the party being tested is positive for a banned substance, he/she will be liable for the costs of the test.

iv. The parent being tested shall yield written proof of costs/receipt for monies paid for testing within thirty (30) days of being tested or shall forfeit the right to reimbursement for the costs of testing subject only to the restrictions listed in subparagraph (iii).

v. The parent undergoing a drug test has twenty-four (24) hours to comply with any written drug test request, or, if a testing facility is not open or reasonably available, testing shall be at the earliest possible time as soon as an available testing facility can reasonably be found.

vi. Test results should be yielded to the requesting parent, in writing, within twenty-four (24) of receipt of the results from the testing facility.

vii. If the drug test is deliberately avoided or not otherwise complied with within the reasonable time allotted above, the requesting parent may assume that the test

was positive.

viii. If either party fails a banned-substance test, the parties agree their parenting-time shall be scaled back to the minimum statutory schedule with no overnights until the party who actually tested positive for banned substance use can prove sobriety before they again exercise parent-time. Also, if a party tests positive for the use of a banned substance, child support may be adjusted according to Paragraph 23 during the pendency of insobriety when parent-time is reduced.

ix. The parties further agree that to re-establish sobriety and full parent-time under this agreement, the party who tested positive may re-establish sobriety by providing at least a correspondingly clean drug test using the method chosen by the requesting party.

w. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. The parties shall not argue with each other or their romantic partners (if any) within the hearing or conscious presence of the children. The parties will not physically struggle with each other or any other person or commit any acts of domestic violence while in the sight or hearing of the children.

i. The parties agree that the protective order filed under First District Court of Utah in and for Cache County case number 174100321 shall be dismissed.

ii. Furthermore, the parties shall not attempt to visit or enter the home, workplace, or vehicle of the other party, absent express invitation or written agreement, even so, all communications and interactions shall remain completely civil.

x. Within six months of signing of the Stipulation and Settlement Agreement neither party will have overnight guests of the opposite sex to whom they are not related to during their respective periods of parent time unless they are married to the overnight guest, nor if the children have not been previously introduced to the overnight guest.

y. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing in this Parenting Plan. Both parties will have the affirmative duty to use his or her best efforts to prevent third parties from such violations. Both parties will remove the children from the presence of third party violators, if necessary.

z. The parties will communicate via telephone, text message, email, a mutually agreed upon 3rd party, or mail for the limited purpose of an arranging parent time and addressing children related issues. All communication shall be civil. The children will not be used as messengers between the parties.

IV. CHILD SUPPORT PAYMENTS & INSURANCE

14. Child Support: Child support is awarded Petitioner. There are no claims for child support or arrearages before 19th day of September, 2017 since there has been no child support award made prior to this date.

15. Income of Petitioner: Petitioner is able bodied and should work to support the patties' minor children. Petitioner is presently employed full-time and for the purposes of calculating child support shall be imputed a monthly gross income of \$3,000.00.

16. Income of Respondent: Respondent is able bodied and should be required to work to support the parties' minor children. Respondent is presently working and for the purposes of child support purposes of calculating child support shall be imputed a monthly gross income of

\$3,466.00 per month.

17. Joint Physical Custody: The parties will share custody of the children on a joint physical custody time sharing schedule therefore the parties shall calculate child support based upon the joint-physical custody worksheet.

18. Base Monthly Child support Order: Commencing on September 19th, 2017, Respondent will pay to Petitioner the sum of \$548.99 per month as base support for the children.

19. Emancipation: The above child support obligation will be paid until the children emancipates pursuant to U.C.A. §78B-12-219, or, when the children reach the age of 18, or has graduated from high school during the children's normal and expected year of graduation, whichever occurs later.

20. Withholding: If Respondent fails to pay child support in a timely manner (within 30 days of the missed payment), Petitioner is hereby granted as a means of collecting child support, a provision for withholding Respondent's income pursuant to Sections 62A-11-401 and 501 et seq., Utah Code Ann. (1953, as amended). In the event Respondent's income is withheld, Petitioner shall pay all fees, costs or other charges associated with that withholding; and,

a. Pursuant to Utah Code Ann. 62A-11-320.5 (1953, as amended), each party to the Stipulation may request that the Office of Recovery Services review the Court's child support order for this action to determine whether a modification of the court-ordered child support shall be pursued. Regardless, pursuant to Utah Code Ann. 78B-12-210 (8) & (9) (1953, as amended), child support shall be adjusted under the following circumstances:

i. Every three (3) years, provided there would be a ten percent (10%)

difference in the amount of child support previously ordered and the amount of child support as adjusted and the difference is not of a temporary nature; or

ii. At any time, provided there is a thirty percent (30%) or greater change in either party's income, the change in income is not of a temporary nature and the change in income results in fifteen percent (15%) difference in the amount of child support previously ordered and the amount of child support as adjusted; or,

iii. To comply with changes in the Utah Uniform Child support Guidelines as allowed by law.

b. Notwithstanding the above, as an alternative, the parties agree that for so long as Petitioner is paid bi-weekly, the parties agree that child support shall be paid in twenty-six (26) bi-weekly installments, and if so done, withholding with ORS shall not be exercised

21. Extra-Curricular Activities: The parties will equally share all out-of-pocket amounts incurred for any extracurricular activities in which both parties agree in writing that the minor children may be involved. 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 or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If the parties cannot agree on the children's extracurricular activity, then either parent may enroll the children at his or her sole expense provided that the children attend the disagreed upon activity only during the enrolling parent's parent time.

22. Day Care/Childcare: There are no claims for past daycare expenses through September

19th, 2017; and,

- a. Pursuant to §78B-1 2-21 4, Utah Code Annotated, both parties will equally share all reasonably incurred work-related childcare expenses.
- b. The party who pays for daycare will provide written verification of the cost and identity of a childcare provider to the other party upon initial engagement of a provider, and thereafter upon request.
- c. The party who pays for daycare will notify the other party of any change of childcare provider, or the monthly expense of childcare within thirty (30) days of the date of the change; and,
- d. The party who pays for daycare may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses in the event of a failure to comply with these provisions.

23. Health Insurance and Healthcare Expenses for the Children:

- a. The parties will equally share any outstanding and unpaid healthcare expenses incurred for the children through today, including but not limited to the following healthcare expenses: medical expenses, orthodontia, dental work and co-pay expenses that are unpaid.
- b. Petitioner and Respondent shall maintain a policy of health insurance for the benefit of the minor children so long as available to them through employment at a reasonable cost. The parties will equally share the out-of-pocket costs of the premium paid for the children's portion of insurance.
- c. The parties will equally share all deductible or non-covered amounts for such

essential medical, vision, dental, or medically necessary orthodontia services or prescriptions related thereto that are not paid by the insurance provider.

d. The parent maintaining insurance will 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 will also notify the other parent or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within thirty (30) calendar days from the date of the change.

e. A parent who incurs healthcare expenses will 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 his/her portion of those payments or make arrangements to do so within thirty (30) days of receipt of the documentation supporting required participation.

24. Tax Exemptions/Deductions: Currently the parties have three minor children of the marriage. The parties agree to allocate their entitlement to claim these children for tax benefit purposes as follows:

a. When there are three minor children eligible to be claimed for tax purposes, Petitioner shall be entitled to claim two children every odd numbered year and Respondent shall be entitled to claim two children every even numbered year; and,

b. When there are two minor children eligible to be claimed for tax purposes, the parties shall each claim a child; and When there is only one eligible minor child to be claimed for tax purposes, the parties will alternate years with Petitioner being entitled to

claim the minor child for tax purposes for the odd years and Respondent for the even years.

25. Form 8332: In order for either party to claim the children as a dependent, the IRS requires that Form 8332 be executed by the other party and submitted to the claiming party in lieu of submission of a divorce decree or court order. Accordingly, in all years that Petitioner is eligible to claim children as a dependent, Respondent will download, complete, sign, and deliver Form 8332 to Petitioner by February 1st, and vice-versa if Respondent is eligible to claim the children.

26. Status of Child support Obligation: Notwithstanding the above, and pursuant to §78B-12-217, Utah Code Annotated, a party's right to claim the children on his or her taxes will be based on being current in the payment of child support by December 31st of the tax year in question.

V. MARITAL PROPERTY & DEBT DIVISIONS

27. Individual Tax Returns: The parties will file separate state and federal tax returns for the 2017 tax year.

28. Alimony: No alimony will be awarded to either party.

29. Personal Property Awarded to Respondent: The following shall be awarded as Respondent's sole and separate property and Respondent shall be indemnified and held harmless against any ownership interests Petitioner may have had, if any, and sign any interest over to Respondent; and, the Respondent will assume any debts or value associated with the following personal property award:

- a. 2006 Dodge Ram SLT (Petitioner shall sign over title to this vehicle to the Respondent within 90 days of the signing of the Decree of Divorce in this matter).

- b. Respondent shall have the right with appropriate notice given to Petitioner to retrieve his Snowboard, Clothes, Tools or other personal items not listed here that belong to him personally.
- c. All personal property in Respondent's possession or that Respondent may own in his name alone.
- d. All retirement, bank and financial accounts in Respondent's name.
- f. 1993 22' Nomad travel trailer.
- g. The parties agree that Respondent will be or has been able to recoup all his personal items, however, Respondent will notify Petitioner of the items he has need to recoup that are his own sole and separate property.

30. Personal Property Awarded to Petitioner: The following shall be awarded Petitioner's sole and separate property and Petitioner shall be indemnified and held harmless against any ownership interests Respondent may have had, if any, and sign any interest over to Respondent; and, the Petitioner will assume any debts or value associated with the following personal property award:

- a. 2013 Hyundai Elantra (Petitioner shall also keep the debt associated with said vehicle and disclaim and indemnify Respondent from any debts associated therefrom).
- b. All personal property in Petitioner's possession or that Petitioner may own in her name alone: including all jewelry given to her or otherwise obtained, and the gold bullion (whereabouts of this are unknown, however, if Respondent finds it will be immediately yielded to the Petitioner).
- c. All retirement, financial or bank accounts held in Petitioner's name.

d. All camping equipment that does not otherwise already personally belong to Respondent as his sole and separate property.

31. Marital Debt Division:

a. Debts Awarded to Respondent: Respondent will assume, pay, defend, indemnify, and hold Petitioner harmless from the following personal debts and accounts:

i. Any debt or obligation Petitioner has incurred in her individual name at any time after the date of separation, which is May 2017, not otherwise disposed of in this Decree of Divorce.

ii. The mortgage and any lines of credit on the Rental home in Centerville located at 453 Applewood Drive, Centerville, Utah 84014.

iii. The mortgage and any lines of credit on the Rental home in Roy located at 4642 South 1900 West #46, Roy, Utah 84067.

b. Debts Awarded to Petitioner: Petitioner will assume, pay, defend, indemnify and hold Respondent harmless from the following personal debts:

i. Any debt or obligation Petitioner has incurred in her individual name at any time after the date of separation which is May 2017.

ii. The debt on the vehicle(s) awarded to Petitioner herein.

c. The parties shall be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses.

d. In addition to a creditor's duties as a secured party under Section 70A-9- 112 and his duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order

under Sections 30-3-5 of 30- 4-3 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, shall provide to the debtors individually all statements, notices and other similar correspondence required by law or by the contract.

e. With respect to a debtor who is not ordered by the court under Sections 30-3-5 or 30-4-3 to make payments on a joint obligation, no negative credit report under Section 70C-7- 107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required herein above unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.

f. The allocation of debt as set forth herein shall be determined to be a form of spousal support and the obligation to indemnify and hold the other party harmless from such debt shall not be dischargeable in bankruptcy.

32. Business Assets:

- a. North Beach Burgers, LLC:
 - i. Ownership Interest Buy-Out: Respondent agreed to buy out Petitioner's ownership interests to Petitioner for \$18,000.00 pursuant to Paragraphs 44 and 48 of this agreement. Petitioner acknowledges that this payment has been given and has taken place with full and final effect.
 - ii. As-Is Provision: Respondent agreed that he will take complete ownership of North Beach Burgers, LLC, no later than September 19th 2017 in as-is condition.

Respondent is free at anytime to negotiate the future lease of the current property in St Charles, ID. It is under stood by the parties that the transition of ownership with regard to North Beach Burgers, LLC, will take place as per this Agreement regardless of whether Respondent is able to secure a new lease at North Beach Burger's current location in St. Charles, ID.

iii. Free and Clear Ownership to Respondent: Upon receipt of the North Beach Burgers, LLC business on September 19th 2017, Petitioner will then disclaim any ownership or title to North Beach Burgers, LLC.

iv. Disposition of Business Bank Accounts: Petitioner, in consideration of receipt of the \$18,000.00 payment (referenced in Paragraph 42(a)(i) of this document), does yield the rest and residue of the profits and business cash monies earned by North Beach Burgers, LCC for the Summer 2017 season to Respondent. Further, Petitioner in consideration of said payment does disclaim and indemnify Respondent of any further claim of right or title to any ownership interests in said profits from the Summer 2017 season.

v. Respondent and Petitioner agree that no claim exists for profits sharing or disbursement for any previous season that North Beach Burgers LLC was in operation exist any longer and this document settles all claims by each party fair and equitably regarding North Beach Burgers, LLC.

vi. Additionally, it is understood that Respondent shall be responsible for paying the bills and invoices for North Beach Burgers until October 1st, 2017 at which time Respondent has represented all outstanding invoices and bills for Summer 2017 operation shall have been paid and shall indemnify and hold harmless Petitioner

regarding those debts.

b. CDCAA Properties, LLC: During the course of their marriage the parties acquired real property located in Logan, Centerville and Roy, Utah and formed CDCAA Properties, LLC as a holding corporation for said properties. However, the parties acknowledge that the properties held in CDCAA, LLC have not been perfected as of title within CDCAA. The parties indemnify each other as to any wrongdoing or unclean hands in the failure of CDCAA to properly vest title. The parties further recognize that CDCAA is thus a shell corporation with no corporate holdings. The parties further agree that since the real-estate properties' titles were not perfected to CDCAA ownership, those properties are thus subject to distribution to the parties as part of the marital estate and shall be distributed as follows:

i. The Marital Home located at 488 West 550 North Logan, Utah 84321; shall be awarded to Petitioner free and clear of any claim as to right or title of Respondent.

ii. The Rental Property – 453 West Applewood Drive Centerville, Utah, shall be awarded to Respondent free and clear of any claim as to right or title by Petitioner. Respondent shall assume the debts associated with this property.

iii. The Rental Property – 4642 South 1900 West #46 Roy, Utah, shall be awarded to Respondent free and clear of any claim as to right or title by Petitioner. Respondent shall assume the debts associated with this property.

iv. Petitioner shall resign from her presence as an officer of CDCAA within thirty (30) days of the signing of the Stipulation and Settlement Agreement and the shell company shall be awarded to Respondent.

v. The parties shall take whatever steps necessary to transfer title in the properties to the party that is awarded them herein within thirty (30) days of the signing of this Agreement.

VI. MISCELLANEOUS PROVISIONS

33. Name Change: If she so chooses, Petitioner's name will be restored to her maiden name of "Daria Pandazi."

34. North Beach Buyout & General Property Settlement: Respondent agreed to pay Petitioner \$18,000.00 as a lump sum on the 19th of September 2017. In consideration of this payment, Petitioner shall disclaim any ownership in North Beach Burgers, LLC and its assets henceforth and forever consistent with Paragraphs 42 and 44 of this Decree and all their sub-parts. Additionally, Petitioner is ordered to execute any documents necessary to remove her name from the business consistent with Paragraph 48 of this Decree. It is also Ordered that Respondent has sole control of all remaining inventory and machines and equipment.

35. Separate Property: All property and money received or retained by each party pursuant to this Decree of Divorce is the separate property of such party free and clear of any right, interest or claim of the other party, all items of real and personal property then or thereafter belonging to him or her, and each party should have the right to deal with or dispose of his or her separate property, both real and personal, fully and effectually, in all respects and for all purposes.

36. Settlement Of Rights: The parties acknowledge there has been a complete settlement of all rights that either party may have in the other's property, whether presently existing or hereafter acquired.

37. Future Debts And Obligations: Each party will be responsible for all debts, including

what has previously been agreed to in this document after the entry of the Decree of Divorce, incurred by him or her. Neither party should thereafter incur any debts, obligations or liabilities on the parties' credit or do anything for which the other party may be legally liable. Each party should indemnify and hold harmless the other party from any debts, obligations or liabilities that may exist or come into existence in violation of the foregoing.

38. Execution Of Documents: Each party is ordered to promptly execute and deliver any and all documents necessary to carry out the terms and provisions contained in this Decree of Divorce.

39. Attorney's Fees And Costs: Petitioner and Respondent shall be responsible for their own attorney's fees. The parties also equally shared the mediation fees from mediation that was held on August 22nd, 2017.

-----**END OF ORDER**-----
The Court's Signature Appears at the Top of the First Page

APPROVED AS TO CONTENT AND FORM:

/s/Phillip Shaw
Phillip Shaw
Attorney for Petitioner

RULE 7(j) MAILING CERTIFICATE

I hereby certify that on the 19th day of October, 2017, I e-mailed a true and correct copy of the above DECREE, to the following:

Phillip Shaw
15 South Main Street, Second Floor Logan,
UT 84321

Pursuant to the above-cited Rule, this document will be submitted to the Court for signature unless objected to within seven (7) days of service.

Isl Theo Mathews _____
Theo Mathews, Attorney at Law,
for the Respondent