

FILED DISTRICT COURT
Third Judicial District

APR 25 2018

Salt Lake County

By: _____ Deputy Clerk

Name: **ALISA LYNN CAZER**
Address: **4762 W 8450 S**
WEST JORDAN, UT 84088-
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Pro Se **I am the Petitioner**

Online Court Assistance Program

IN THE THIRD JUDICIAL DISTRICT COURT
OF SALT LAKE COUNTY, STATE OF UTAH

West Jordan - District Court, 8080 S. Redwood Road, Suite 1701, West Jordan, UT 84088

ALISA LYNN CAZER,
Petitioner,

vs.

MATHEW THOMAS CAZER,
Respondent.

**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 184900431

Commissioner: Sagers

Judge: Pettit

This divorce action is before the court on **ALISA LYNN CAZER's** VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. **ALISA LYNN CAZER** is granted a divorce based on her Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

CHILDREN

2. The parties are the legal mother and legal father of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to these children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married, or if the mother is pregnant at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE.

a. **CHARLOTTE GRACE CAZER** Born: May 2009

- b. HOPE DELAINEY CAZER Born: February 2015**
- c. AUDREY LYNN CAZER Born: May 2009**

CHILDREN – CUSTODY

- 3. The parties are awarded the Joint Legal and Joint Physical Custody of their children. The children shall reside in **ALISA LYNN CAZER's** home **182** overnights each year and in **MATHEW THOMAS CAZER's** home **183** overnights each year. The Court approves the following parenting plan.

PARENTING PLAN

- 4. The children shall reside in **ALISA LYNN CAZER's** home **182** overnights each year. The children shall reside in **ALISA LYNN CAZER's** home during the following time periods each year:

Every Wednesday beginning at 8 a.m. through Saturday at 9 a.m. and every other weekend (Saturday and Sunday) through 7 p.m. Sunday evening.

- 5. The children shall reside in **MATHEW THOMAS CAZER's** home **183** overnights each year. The children shall reside in **MATHEW THOMAS CAZER's** home during the following time periods each year:

Sunday beginning at 7 p.m. through Wednesday at 8 a.m. and every other weekend (Saturday and Sunday).

- 6. The children shall spend holidays, birthdays of family members, vacations and other special occasions, as follows:

Holidays such as Thanksgiving and Christmas will be split half the day with either parent. Easter, 4th of July, Labor Day, Memorial Day and other holidays will be decided annually by parents. Father's Day and Mother's Day will be split between parents, but preference will be given to Mathew on Father's Day and Alisa on Mother's day if they desire and have plans. Childrens' birthdays will be shared with both parents and jointly as much as possible.

- 7. The parents shall exchange information concerning the health, education, and welfare of the children.

- 8. The parents will discuss with each other and mutually make the significant decisions

regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

9. When a child is with a parent, that parent will make the day to day decisions regarding the care, control and discipline of that child. That parent may also make emergency decisions regarding the health or safety of that child.
10. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.
11. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
12. Should the parties have a dispute regarding parenting of the children, **ALISA LYNN CAZER** will make the final decision.
13. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, 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 stipulation shall be prepared of any agreement reached in mediation which shall be signed by both parents and a copy provided to each parent. The parents shall share the costs of mediation equally.
14. 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, there must be a written agreement or arbitration record and decision and 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.

15. 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.

16. The parties agree to the following in addition to the other terms of this parenting plan:

No additional provisions

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

18. Selecting a custody arrangement which results in child support being calculated using the Joint Custody Child Support Worksheet may result in denial of state cash assistance through the TANF/FEP program for the parties and the parties' children. Utah Code 30-3-10.2(4) and 35A-3-1 et Seq.

INCOME: ALISA LYNN CAZER

19. Pursuant to Utah Code 78B-12-203 ALISA LYNN CAZER's total countable gross monthly income for child support purposes is \$2,620.00. ALISA LYNN CAZER receives the following gross monthly income from all sources:

- a. ALISA LYNN CAZER is employed at COSTCO WHOLESALE and grosses \$2,619.50 per month working the equivalent of one full-time 40-hour a week job or less.

INCOME: MATHEW THOMAS CAZER

20. Pursuant to Utah Code 78B-12-203 MATHEW THOMAS CAZER's total countable gross

monthly income for child support purposes is **\$5,923.00**. **MATHEW THOMAS CAZER** receives the following gross monthly income from all sources:

- a. **MATHEW THOMAS CAZER** is employed at **Task Easy** and grosses **\$5,922.50** per month working the equivalent of one full-time 40-hour a week job or less.

CHILD SUPPORT

21. Pursuant to Utah Code 78B-12-202 et seq., **MATHEW THOMAS CAZER** is ordered to pay child support to **ALISA LYNN CAZER** as follows:

- a. A sum of not less than **\$303.00** per month base support in compliance with 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 issue of child support arrearages may be determined by further judicial or administrative process.
- d. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.
- e. 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.

f. 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: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result 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 must not be 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.

g. The parties shall adhere to the following for child related support or expenses:

i. **Mathew Thomas Cazer will pay and additional \$456.00 in child support each month to Alisa Lynn Cazer to cover the costs of health insurance, daycare, and other needs for the children. The total amount of child support paid by Mathew Cazer each month will be \$800.00. This amount will increase should there be any increase in health insurance premiums, daycare costs, etc.**

TAX DEDUCTION FOR DEPENDENT CHILDREN

22. **ALISA LYNN CAZER** is entitled to claim the following children as dependents for tax purposes: **HDC on even years, ALC and CGC on odd years** providing **ALISA LYNN CAZER** is current on all child support and other court ordered financial obligations. **MATHEW THOMAS CAZER** is entitled to claim the following children as dependents for tax purposes: **ALC and CGC on Even years HDC on odd years** providing **MATHEW THOMAS CAZER** is current on all child support and other court ordered financial obligations. At such time as there is only one remaining child that can be claimed as a dependent for tax purposes, the parties shall claim this child on alternate years.

CHILD HEALTH CARE

23. Pursuant to Utah Code 78B-12-212:

- a. Whichever parent is able to purchase health and dental insurance at the most affordable cost 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. 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 **ALISA LYNN CAZER** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of **MATHEW THOMAS CAZER** shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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.
- c. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

- d. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.
- e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.
- f. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.
- g. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

CHILD CARE EXPENSES

24. Pursuant to Utah Code 78B-12-214, both parties shall share equally all reasonable work, career, or occupational training-related child care expenses.

- a. The party who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for child care expenses shall notify the other party of any change of a child care provider or the monthly expense of child care within 30 calendar days of the date of the change.
- b. The party not directly paying for child care shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.
- c. A party incurring and/or paying for child care expenses may be denied the right to

receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.

PUBLIC ASSISTANCE STATEMENT - ORS

25. Neither **ALISA LYNN CAZER** nor **MATHEW THOMAS CAZER** has received or is receiving public assistance from the State of Utah.

PERSONAL PROPERTY

26. The following vehicles are divided as indicated:

a. **ALISA LYNN CAZER** is awarded the following vehicles:

i. **Honda, Pilot, 2014**

Estimated current value: **\$21,399.00**

This vehicle is security for the following loans:

Lender: **SSFCU**

Address: **10404 S Redwood Rd**

South Jordan, UT 84095

Amount Owed: **\$20,000.00**

Monthly Payment: **\$578.02**

The debt will be paid as follows: **Mathew will sign over the vehicle so that Alisa can trade it in and get a vehicle with a lower monthly payment and lower total debt.**

Person to provide creditor Decree of Divorce: **ALISA LYNN CAZER**

b. **MATHEW THOMAS CAZER** is awarded the following vehicles:

i. **Nissan, Versa, 2011**

Estimated current value: **\$5,500.00**

27. The following bank and credit union accounts are divided as indicated:

a. Account number: **Not Available at Time Petition Filed**

Name of Institution: **Zions Bank**

Account Balance: **\$0.00**

Divide as follows: **Award to party whose name is on the account.**

28. All personal property not specifically addressed in this decree of divorce shall be divided as the parties have already divided it.

DEBTS

29. The parties are not aware of any debts from the marriage. Should any debts exist, each debt shall be the responsibility of the party incurring the debt.

REAL PROPERTY

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

a. RESIDENTIAL SINGLE FAMILY HOME:

- i. Address: **6603 W SUNRISE OAK DRIVE, WEST JORDAN, UTAH 84081-** ;
- ii. Tax Identification Number: **20-34-479-001**;
- iii. Legal description: **Lot 1014, Oaks at Jordan Hills Villages Phase 10.**
- iv. Mortgage Information and Payments:

This mortgage is: **First Mortgage**

Lender: **FREEDOM**

Address: **PO BOX 619063, DALLAS, TX 75261-9063**

Amount owed: **\$227,490.26**

Monthly Payment: **\$1,556.08**

Payments after divorce: **MATHEW THOMAS CAZER** shall make all of the payments and be responsible for all costs related to this mortgage.

Notifying Lender: **MATHEW THOMAS CAZER** shall provide the mortgage holder with a copy of the parties' Decree of Divorce.

b. MATHEW THOMAS CAZER shall receive sole and exclusive ownership of this property. **ALISA LYNN CAZER** shall receive a share of the equity existing in the property at the date of the entry of the Decree of Divorce. The parties agree that the equity at the date of the divorce is **\$87,509.74**. **ALISA LYNN CAZER**'s share is **\$23,757.70**. **ALISA LYNN CAZER** shall sign a Quit-Claim deed to **MATHEW THOMAS CAZER** at the time the divorce is entered, but shall retain an equitable lien against the property in the amount of **\$23,757.70**. Upon **MATHEW THOMAS CAZER** paying the equitable lien amount **ALISA LYNN CAZER** shall sign a second Quit-Claim deed removing the lien from the property.

ALIMONY

31. Neither party shall be awarded alimony from the other.

RETIREMENT MONEY

32. The parties have no interest in any retirement money which is marital property or that they need the court to make an order on.

ADDITIONAL PROVISIONS

33. The parties shall adhere to the following additional provision:

a. Because Alisa is only being paid a partial amount of equity in the home they both owned, Mathew will pay her the remaining balance in the amount of \$19,997 upon the sale of the house.

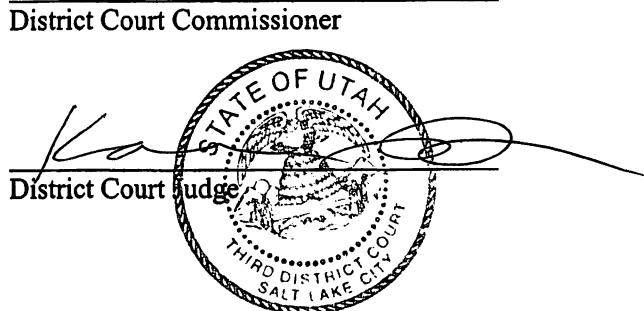
DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

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

DATED _____

District Court Commissioner

DATED 7/25/18



CERTIFICATE OF DELIVERY

On Jan. 22, 2018 (date) I mailed or hand delivered a copy of this
DECREE OF DIVORCE AND JUDGMENT, to:

**MATHEW THOMAS CAZER
6603 W SUNRISE OAK DR
WEST JORDAN, UT 84081-**

Sign here


ALISA LYNN CAZER