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

<p>RYAN KENNETH BARNEY,</p> <p>Petitioner,</p> <p>vs.</p> <p>TESSINA LEIGH BARNEY,</p> <p>Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 194400797 Judge Derek P. Pullan Commissioner Sean Petersen</p>
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The above-entitled matter has been presented to the Court. Respondent is represented by Jared M. Anderson of the law firm of Anderson Law Offices, LLC. Petitioner is represented by Christopher Rogers. Based upon the Stipulation and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. 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 AS FOLLOWS:

1. Residency: Tessina is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action. Ryan is currently incarcerated at the Utah County Jail.
2. Marriage Statistics: The parties were married on October 11, 2012 in Springville, Utah.

United States and are presently married. The parties separated on or about March 14, 2019.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.
4. Children. There is one minor child of the parties.

Name	Date of Birth
DLB	9-12-13

5. Home State. Utah is the home state of said minor children pursuant to U.C.A. §78B-13-201(1)(a).

PARENTING PLAN

6. Custody/Parent time. Tessina is awarded sole legal and physical custody of their minor child. In the event that Ryan is released from custody, (with the exception of being released on bail), the parties will reconvene by way of mediation to readdress custody, parent time and child support without the need to require either party to establish a substantial change in circumstance with the court.
7. Communication. Ryan shall have communication with the minor child by the following ways:
 - a. Letters between Ryan and the minor child;
 - b. Personal visits to the secured facility where Ryan is currently incarcerated between the minor child and Ryan, are subject to therapeutic recommendations;

- c. Phone calls 1-2 days/week for a period of 15-20 minutes per phone call, subject to therapeutic recommendations.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

8. Child Support. Child Support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq.* Tessina's gross monthly income is \$3,000.00 per month. Ryan's gross monthly income is imputed at \$1,257.00 per month. Ryan's child support obligation should be \$179.00 per month. However, Ryan stipulates to an upward deviation in child support in the amount of \$200.00 per month. Child support shall commence March 2019. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (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. While Ryan is incarcerated, child support shall be protected through his equity in the marital home by way of an equitable lien and/or trust as provided herein. In the event that Ryan is released, child support shall be recalculated.
9. Medical expenses related to the minor child shall be allocated consistent with Utah Code 78b-12-212.
10. Work related child care expenses shall be allocated consistent with Utah Code 78b-12-214.
11. Tax Credit/Dependency. Until the matter is reviewed, Tessina shall be allowed to claim the minor child as a tax benefit each and every year.

12. Real Property. The marital home located at 149 South 580 East in Santaquin, Utah shall be awarded to Tessina, subject to all indebtedness due and owing and holding Ryan harmless from any liability subject to the equitable lien described below.
13. Ryan's equity as of today's date is \$54,000.00. Tessina shall have up to 5 years to decide whether to sell or refinance the property. Such sale or refinance shall be completed no later than September 1, 2024.
14. In the event that Tessina relocates from the residence or rents the residence, she shall be immediately required to sell and/or refinance the home. When the home is sold or refinanced, Tessina is entitled to receive the unpaid child support that has accrued up to that date from Ryan's portion of his equity. Tessina is also entitled to receive unpaid medical and work-related day care expenses accrued up to that date, from Ryan's portion of the equity. From Ryan's remaining equity, \$20,000.00 will then be paid to Ryan's criminal defense attorney. The remainder of Ryan's equity shall be placed in trust, with a limitation on the distribution of trust funds, such that the only distributions which may be made are limited as follows: ongoing monthly child support payments and other child related expenses included but not limited to medical expenses, work-related day care expenses, school expenses and extra-curricular activities for the minor child.
15. 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:

<i>Item Description:</i>	<i>Awarded to:</i>
TV	Tessina
Smoker	Ryan
Speakers (belonging to Ryan's father)	Ryan
Tent	Ryan
Van	Tessina
2008 Ford pick-up	Tessina

- a. 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 herein.

16. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
2008 Ford pick-up	Tessina
Van	Tessina

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed herein. If Ryan's criminal issues are not resolved after 5 years from today's date, any and all individual debt(s) shall be assigned to Ryan including his medical debt. 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.

17. Retirement Accounts: The parties have no retirement accounts.

18. Alimony: 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.
19. 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.
20. Attorney's Fees and Costs: Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

**[THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND
DATED ABOVE ON TOP OF PAGE ONE]**

NOTICE TO PETITIONER

TO: PETITIONER

PLEASE TAKE NOTICE that the undersigned, attorney for Respondent, will submit the above and foregoing to the Fourth District Court for signature, upon the expiration of five (5)

days from the date of this Notice, plus three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Utah Rule of Civil Procedure 7(f)(2).

DATED this 17th day of September 2019.

ANDERSON LAW OFFICES, LLC

/s/ Jared M. Anderson
JARED M. ANDERSON
Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of September 2019, I served a true and correct copy of the foregoing, *Decree of Divorce*, to the following:

Christopher Rogers
600 S. Geneva Road
Orem, Utah 84059

U.S. Mail, postage prepaid

/s/ S. Johnson