

The Order of the Court is stated below:

Dated: March 30, 2020
12:03:06 PM

/s/ THOMAS LOW
District Court Judge



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

JENNIFER BUSS,	DECREE OF DIVORCE
Petitioner,	
vs.	Civil Case No. 194400932
PRESTON BUSS,	
Respondent.	Judge Thomas Low
	Commissioner Thomas Patton
	Discovery Tier 2

This matter came before the Court for entry of a Decree of Divorce without a hearing. The parties have settled all issues related to this matter through a Stipulation and Settlement Agreement, which has been received by the Court. Having entered its Findings of Fact and Conclusions of Law, and good cause appearing, the Court enters its.

DECREE OF DIVORCE

IT IS HEREBY ADJUDGED, ORDERED AND DECREE that

1. The parties are awarded a Decree of Divorce, dissolving the bonds of matrimony upon the grounds of irreconcilable difference, the same to become effective immediately upon entry of this order.

2. Child. The following is the minor child of the parties.

Name	Date of Birth
A.P.B.	January 2016

PARENTING PLAN

3. Custody/Parent time.

- a. Commencing Immediately: Father shall have parent time each Wednesday from 4:00 p.m.-8:00 p.m. and on Saturday, September 7th from 12:00-4:00 p.m., Sunday September 15st from 12:00-6:00 p.m., Saturday September 21th from 10:00 a.m.-6:00 p.m., Sunday September 29th from 12:00-8:00 p.m.
- b. Commencing October 5, 2019: The Mother is designated as the primary residential parent. Parent-time with the child 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 as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Father from after school/work until 8:00 p.m.	Mother	Mother	Mother	Mother
Week 2	Mother	Mother	Father from after school/work until 8:00 p.m.	Mother	Father	Father	Mother

- i. The Father’s alternating weekend shall extend Friday after school/work (or 9 a.m. if school is not in session) until Sunday evening at 7:00 p.m.
- ii. Father’s midweek visit shall be on Wednesday from after school/work

until 8:00 p.m.

4. Upon the minor child turning 6 years of age: If father has not been exercising regular and consistent parent time, parent time shall continue as outlined in 3b. As long as Father has been exercising regular and consistent parent time as outlined in 3b, the parties shall exercise joint physical custody of their minor child with Mother being designated as the primary residential parent. Parent-time with the child 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 as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mother	Mother	Father	Mother	Mother	Mother	Mother
Week 2	Mother	Mother	Father	Mother	Father	Father	Father

- a. The Father's alternating weekend shall extend Friday after school or 9 a.m. until Monday morning with drop off to school or 9 a.m. when school is not in session.
- b. The Father shall have a midweek overnight after school or 9 a.m. on Wednesday until Thursday morning with drop off to school or 9 a.m. when school is not in session.

5. Holidays & Extended Summer Parent Time. The holidays shall be as the parties agree. If the parties cannot agree, the holidays will be according to Utah Code §30-3-35 as follows, with Father being designated the non-custodial parent for the purpose of statute:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday to

		7 p.m. day of holiday
Father	Mother	President's Day 6 p.m. on the Friday before holiday to 7 p.m. day of holiday
Mother	Father	Spring Break from 6 p.m. on the day school lets out to Sunday 7 p.m.
Father	Mother	Memorial Day on Friday at 6 p.m. to Monday at 7 p.m.
Mother	Father	July 4th 6 p.m. day before holiday the day after at 6 p.m.
Father	Mother	July 24th 6 p.m. the day before holiday to the day after as 6 p.m.
Mother	Father	Labor Day 6 p.m. on Friday to 7 p.m. on Monday
Father	Mother	Columbus Day 6 p.m. on day before holiday to 7 p.m. day of holiday
Mother	Father	U.E.A. Weekend 6p.m. on the day school lets out to 7 p.m. on Sunday
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day 6 p.m. on day before holiday to 7 p.m. day of holiday
Father	Mother	Thanksgiving 7 p.m. on Wednesday to 7 p.m. on Sunday
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
Father	Mother	Second Half of Christmas Vacation , beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break)
Mother	Father	The day before or after child's birthday 3 p.m. to 9 p.m.
Father	Mother	Child's actual birthday 3 p.m. to 9 p.m.
Father	Father	Father's Day 9:00 a.m. to 7:00 p.m.
Mother	Mother	Mother's Day 9:00 a.m. to 7:00 p.m.

6. The holiday schedule shall take precedence over the usual parent-time schedule.
7. 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 have priority.

8. Legal Custody. The parties are awarded joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child'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 child, Mother shall have final say. If Father does not agree the parties will mediate before court intervention. Both parties shall have the authority to make emergency and routine decisions regarding the child's day-to-day activities
 - a. According to Utah Code Annotated 15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
9. Relocation. If either party moves more than 50 miles from the other party, the parties will be bound by Utah Code §30-3-37.
10. Communication. The parties shall discuss all parenting concerns via e-mail in a civil manner at any time needed and will not use their child to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange.
11. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, 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. The child shall be able to contact the parents at any time.

12. Travel. When the child travels with either parent overnight, all of the following shall be provided to the other parent at least 24 hours prior to departure:

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

13. Contact Information: Each parent shall provide the other with the parent's current address, telephone number, email address and other virtual parent-time access information within 24 hours of any change.

14. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis.

The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in.

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

16. Mutual Restraining.

- a. The parties shall not make disparaging remarks to one another or to their child

about one another or in the child's presence, either verbally, in writing or otherwise.

- b. Both parties are mutually restrained from harassing or threatening the other party. Both parties will make best efforts to maintain consistent eating and sleeping schedules at both homes.
 - c. The parties shall not expose the minor child to age inappropriate media or view it in the presence of the child.
 - d. The parties shall not have romantic guests overnight during parent time until marriage or until a significant relationship has been established for a minimum of 6 months.
 - e. The people in the respective households and the parties will not use illegal drugs, alcohol in excess, or view sexually explicit material while they are exercising parent-time.
 - f. The parties will inform the other of any third parties residing in their respective residence, with name and birth date.
 - g. The child will have his own bed in each party's residence.
 - h. The parties will each maintain their own respective car seats in accordance with Utah safety guidelines.
 - i. Neither parent will maintain a life insurance policy on the other.
 - j. The parties shall refrain from harassing, threatening or stalking the other.
17. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available for a

period of 4 hours or more for work related purposes during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this Decree, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. Nevertheless, 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.
19. Activity Costs. Once the parties start exercising joint physical custody, the parties agree that the child will be involved in one activity for which they mutually share reasonable expenses at a time. For any additional activities, each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, 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. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other

parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

20. School Fees. Once the parties start exercising joint physical custody, each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This paragraph does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. Curbside Transportation for the Child. The parties shall utilize school-to-school or child care exchanges when possible. Unless the parties agree otherwise, and if school to school exchanges are not possible, the parties shall conduct exchanges at the Springville Police Station at the end of Father's parent-time (or the nearest police station to his home if he moves from his current resident) and at the police station closest to Petitioner's home at the end of her parent-time, with the receiving parent responsible to provide the transportation.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

22. Child Support. Commencing September 1st, 2019, Father shall pay \$555.00 per month to Mother. Commencing June 1st, 2020, upon termination of Father's existing

child support order, the Father's child support obligation shall be \$592 per month.

- a. Upon the minor child turning 6 years of age, and if the father has been exercising regular and consistent parent time, and the parties start exercising time according to the Utah Code 30-3-35.1 schedule, at such time child support shall be recalculated based on the parties' incomes at the time, with the Mother having 220 overnights and the Father having 145 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. The recalculation shall be done by motion and not through a petition to modify, with the change in child support being effective as of the date of the change in custody.
- b. 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. 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.

23. Medical/Dental Expenses. Both parents shall provide health care coverage for the medical expenses of their dependent child, as defined by U.C.A. 78B-12-102. If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their dependent child.

- 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 child 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. This amount shall be automatically deducted from or added to the child support paid or owed.

- 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 child 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 will 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 child as indicated.
- d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent child. If a parent does not have insurance but another member of the parent's household provides insurance coverage for the child and his or her

dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a member of the parent's household's plan, the health, hospital, or dental insurance plan of the member of the parent's household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of the dependent child.

24. Childcare Expenses. The parties shall be bound by Utah Code Annotated §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor child. The parties shall make best efforts to use family members first and such care shall be presumed to be free of charge.

25. Insurance Coverage for Mother's Children from a prior Relationship. Father shall be entitled to remove any insurance related obligation for the Mother's children immediately upon entry of this Decree. Mother shall assume all obligations for these children commencing immediately upon entry of this Decree and moving forward.

26. Dependency Exemption. The parties will share the dependency exemption for the minor child as follows:

- a. Commencing with the 2019 Tax year: The Mother will be entitled to claim the minor child as a dependency exemption for even-numbered tax years, and the Father will claim the minor child as a dependency exemption for odd-numbered tax years.
- b. The Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

27. Taxes. The parties will file joint tax returns for 2018. The parties will equally share in any cost of preparation of taxes. The parties will equally share any tax refund or tax liability.

28. Real Property. The property located at 315 West 550 North, Springville, Utah 84663 is awarded to Father free and clear of any claim by Mother. Father shall hold Mother harmless on all debts and liabilities associated with the home.

29. 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>
Acura MDX	Mother
Toyota Corolla	Father

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree, within 90 days of entry of decree of divorce. If the parties cannot agree, they shall return to mediation.

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

<i>Debt Description:</i>	<i>Obligation of:</i>
Obligations in Father's Name Only, except as stated below	Father
Obligations in Mother's Name Only, except as stated below	Mother
The parties have no joint debt.	
Any debts related to Mother's children not at issue in this divorce	Mother

Any debts related to Father's children not at issue in this divorce	Father
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- 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 Decree, 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.
31. Checking and Saving Accounts. Each party is awarded monies in their own separate checking and savings accounts. The joint accounts shall be closed within 14 days of the parties' Agreement.
32. Retirement Accounts: Each party is awarded the retirement accounts in their own respective names and have waived all claim to the other party's retirement.
33. Name: Mother may be restored to her prior surname Starr, if that is her desire.

34. Alimony. Neither party is awarded alimony. Both parties have waived and relinquished the right to receive alimony from the other both now and in the future.
35. 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.
36. Attorney's Fees and Costs: Each party shall assume his or her own costs and attorney's fees incurred in this action.

This order is signed and entered as indicated at the top of the first page.

Approved as to Form:

/s/ Brody Miles, with permission
Attorney for Respondent

Approved as to Form:

/s/ Christopher J. Walker, with permission
Attorney for Intervenor

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on March 4, 2020, via email upon;

Brody N. Miles
Attorney for Respondent

Christopher J. Walker
Attorney for Intervenor

/s/ Tara Paxman_____
