

The Order of the Court is stated below:

Dated: September 11, 2019
10:26:29 PM

/s/ KEITH KELLY
District Court Judge



JONATHAN GOOD, #15144
GOOD LAW, LLC
341 South Main Street, Fifth Floor
Salt Lake City, UT 84111
Email: jon@goodlaw.attorney
Phone: (385) 220-5508
Attorney for Petitioner

IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH
Matheson Courthouse, 450 South State Street, Salt Lake City, Utah, 84111

DENO PRISKOS,

Petitioner,

ORDER

and

vs.

DECREE OF DIVORCE

CHRISTINE PRISKOS,

Respondent.

Case No.: 194902967

Commissioner: Michelle Blomquist

Judge: Keith Kelly

The Court, having received the parties' STIPULATION as signed by both parties and filed with the court on July 12, 2019, and having reviewed the pleadings on file, and good cause appearing therein, entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW. Now being fully informed, the Court hereby,

ORDERS, ADJUDGES, AND DECREES

That the Parties are awarded a DECREE OF DIVORCE to become final upon signature and entry, as follows:

1. Three month Residency. Petitioner and Respondent are bona fide residents of Salt Lake

County, State of Utah, on the date this action was filed and for at least three months immediately prior to the filing of this action.

2. Marriage. Deno Priskos and Christine Priskos were married on September 18, 1993, in Salt Lake City, Salt Lake County, Utah, and are presently married.

3. Grounds. During the course of the marriage the parties have experienced difficulties related to incompatibility that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

4. Divorce. Deno Priskos asks that he be granted a divorce from Christine Priskos based upon the grounds of irreconcilable differences.

5. Children. The parties are the legal mother and legal father of the following child under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. The initials, birth month, and birth year of the minor child are as follows: **T.M.P.**, born in **June of 2005**. This court has jurisdiction to determine the issues related to the child in this divorce action because the parties became the legal parents of the child while married. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birth dates of the minor child are being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form.

6. Child's Residency. The parties' minor child has resided in the State of Utah for at least six (6) months immediately prior to the filing of this action and Utah is the home state for the child.

7. Other Proceedings. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., the Petitioner states

upon information and belief, that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children, which have been filed, or are pending, or have been completed with an order.
 - b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' children.
 - c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child T.M.P. and who claims to have custody, child support, and/or parent-time or visitation rights with respect to T.M.P.
8. Custody. It is in the best interest of the parties' minor child that the Court award joint physical and joint legal custody. Petitioner is filing a separate parenting plan with the court and verifies that the plan is being filed in good faith.
9. Parent time. Parent-time should be as the parties agree. If the parties cannot agree the following schedule should be considered the default, and should be considered the minimum parent-time to which the non-custodial parent and the minor child should be entitled. Respondent is named custodial parent only for the purpose of describing parent time and holiday arrangements.
- a. The child shall reside in Deno Priskos' home 182 overnights each year and in Christine Priskos' home 183 overnights each year.
 - b. Parent time shall be Rotating week-on, week-off parent time with exchanges taking place on Sundays at 6:00p.m., so that the child spends a week at a time in each parent's house. The parent beginning parent-time is responsible for picking the child up

from the other parent's residence. This schedule shall begin on the first Sunday following entry of the decree of divorce, with Christine Priskos exercising the first week of parent time following entry of the decree, followed by Deno Priskos exercising the next week of parent time, and so on and so forth.

c. This parent time arrangement is in the child's best interest because she is entering her teen years, and this will provide her with stability each week while attending school, and will also allow her equal time with each parent without asking her to choose between parents.

d. The parents may alter this plan by agreement to account for and allow their daughter to balance her own need to spend time with each parent, and to account for educational and extracurricular activities.

e. Holidays and Extended Parent-Time shall be pursuant to Utah Code Ann. § 30-3-35. Holidays and extended parent-time take precedence over regular parent-time. The regular rotation, however, shall not change. This means that one parent may end up with more than one week in a row, but the parents understand that this will balance out over time. ONLY for purposes of determining which parent has holiday parent-time pursuant to Utah Code Ann. § 30-3-35, Christine shall be considered the "custodial parent."

10. Pick up and Delivery for Parent-time. The parties will make arrangements for pick up, delivery and return of the child prior to each scheduled parent-time. In case of disagreement between the parties, the parent exercising parent time should pick up the minor child.

11. Relocation. If either party moves more than 150 miles from the other parent, the moving parent should provide sixty (60) days advance written notice of the intended relocation to the

other parent. A moving parent who fails to comply with the notice of relocation should be in contempt of the Court's order. The written notice of relocation should contain statements affirming that:

- a. The parent-time provisions in Utah Code 30-3-37(5) or a schedule approved by both parties will be followed; and
- b. Neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

12. Divorce Education Class. Each party should complete the course entitled "Divorce Education for Parents" as well as the "Divorce Orientation Class" as required by law, unless waived by the Court. Information and course schedules may be obtained online by visiting <https://www.utcourts.gov/specproj/dived/>

13. Petitioner Income. Petitioner Deno Priskos receives countable income for child support purposes from the following sources: self-employment as a partial owner and manager of restaurant business "Apollo Burger." Petitioner receives income in the amount of \$10,000.00 a month, which is countable income because Petitioner normally and consistently earned this amount throughout the marriage.

14. Respondent Income. Respondent is unemployed or underemployed, but is capable of working, and based upon past work experience should be imputed a gross monthly income of \$1,257.00.

15. Child Support. Pursuant to Utah Code 78B-12-301 et seq., Petitioner should pay child support to Respondent as follows:

- a. A sum of not less than \$439.00 per month base support in compliance with the Uniform

Child Support Guidelines. Unless the Court orders otherwise, support for the child should terminate 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. The issue of child support arrearages may be determined by further judicial or administrative process.

c. Child support payments should begin the month immediately following the entry of the order for child support. The monthly child support should be paid on or before the 5th 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.

d. The Joint custody worksheet was used in calculating the child support in this matter. Petitioner's base child support amount is \$983.68 per month. Respondent's base child support amount is \$125.32 per month. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code 78B-12-108 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent should automatically begin paying this base support amount without the need to modify this child support order.

e. The joint physical custody worksheet was used in calculating the base child support award. The base child support award should be reduced by 50% for each minor child for time

periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 25 of any 30 consecutive days. The base child support award should be reduced by 25% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 12 of any 30 consecutive days. Normal parent-time and holiday parent-time with the custodial parent should not be considered an interruption of the consecutive day requirement for the non-custodial parent. If the dependent child is a recipient of cash assistance from the state of Utah through the T.A.N.F. or F.E.P. programs, any agreement by the parties for reduction of child support during extended parent-time should be approved by the Office of Recovery Services.

- f. The issue of child support arrearages may be determined by further judicial or administrative process.
- g. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.
- h. 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 child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services should review the order, and if appropriate, move the court to adjust the amount.

i. 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.

16. Tax Deduction for Child. Petitioner should be entitled to claim the parties' child as dependent for tax purposes in even numbered tax years, so long as the party is current on all child support and other court ordered financial obligations, and Respondent should be entitled to claim the parties' child as dependent for tax purposes in odd numbered tax years so long as the party is current on all child support and other court ordered financial obligations.

17. Tax Deduction Buyout. The parent who does not have the right to take a tax deduction has the option to purchase the deduction from the other parent as follows: By March 1st of each year, the parties will determine the amount of tax savings the parent with the deduction would realize from claiming the child as a deduction. The parent wanting to purchase the deduction may then purchase from the other parent the right to claim the deductions for an amount equal to

the other parent's projected savings. The parent purchasing the deduction must tender payment, in full, to the other parent by April 5th. Upon receipt of payment, the parent with the deduction should execute any necessary tax forms to enable the parent purchasing the deduction to claim the deductions.

18. Child Health and Dental Insurance. Pursuant to Utah Code 78B-12-212:

a. The party that is able to purchase health and dental insurance at the most affordable cost should be required to maintain medical, hospital and dental care insurance for the dependent child where available at reasonable cost and the insurance coverage is accessible to the child.

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 Petitioner Deno Priskos should be primary 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 should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child.

c. Deno Priskos will pay the out-of-pocket costs of the premium actually paid for the child's portion of the insurance.

d. Deno Priskos will pay all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent child and actually paid by a party, until the child turns 18. Cosmetic surgery shall not be considered reasonable or necessary unless both parents sign a separate agreement for a specific medical procedure.

- e. If Christine incurs health care expenses for the child she should provide written verification of the cost and payment of those health care expenses to Deno within 30 days of payment.
- f. Deno should reimburse Christine for the medical expenses within 30 days of receipt of the written verification.
- g. 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.
- h. The party ordered to maintain the coverage should provide verification of coverage to the other party on or before January 2 of each year and notify the other party within 30 days of any change of coverage.

19. Child Care Expenses. The child T.M.P is a teenager and is not expected to need child care services.

20. Personal Property. The parties acquired personal property during the marriage. This property should be divided as follows:

- a. To Petitioner Deno Priskos: 2017 GMC Sierra SUV, and 2017 Dodge Charger.
- b. To Respondent Christine Priskos: 2007 Subaru Tribeca.
- c. Any bank accounts and credit union accounts should be awarded to the party whose name is on the account. The parties have one joint account at Zions Bank, which will be closed, and each party shall open separate individual accounts.
- d. All other personal property should be divided as currently held by the parties.

21. Debts. The parties acquired debts during the marriage. Each party should notify

respective creditors or obligees regarding the division of debts, obligations and/or liabilities herein along with his or her current address. Each party should be ordered to assume and pay debts and hold the other harmless from liability as follows:

a. Credit Cards. Petitioner Deno Priskos will pay off the entire credit card debt for the cards named as follows: A shared Visa card that includes both parties' names on the account; a Discover card in Christine Priskos' name. Upon payment of the Visa account Deno will close the account to prevent any further charges.

b. Other Debt. Deno owes approximately \$28,000.00 on an auto financing debt for the GMC Sierra vehicle. Deno Priskos will remain liable for the entire debt. Deno remains liable for the debt on a 2016 Kia Elantra, and a 2012 Hyundai Sonata, both vehicles used by the parties' adult children. Deno will remain liable for the debt on these three vehicles.

c. Petitioner is not aware of any other debts from the marriage. Should any such debts exist, each debt should be the responsibility of the party incurring the debt.

22. Business Interests.

a. Petitioner Deno Priskos owns a three percent (3%) interest in the restaurant Apollo Burger. This restaurant is personally run by Deno Priskos, and this business interest consists of personal good will and sweat equity in the form of running the daily operations of the business. As such, the business value is not liquid or easily divisible, and Petitioner's share cannot be sold because the business partners will not agree to sale or new partners. Petitioner's interest in Apollo Burger should be awarded solely to Petitioner Deno Priskos. Any claim that Christine Priskos may have regarding partial ownership of this asset is to be compensated by wife's award

of proceeds from the sale of the marital home and other terms of this divorce.

b. Petitioner Deno Priskos owns a fifty percent (50%) interest in an LLC named “4th and Main,” along with three other owners, which owns real estate at 7 East 400 South in Salt Lake City. This building carries a debt of approximately 3.6 million dollars. The marital portion of this business interest is worth \$400,000, which in theory could be divided as \$200,000 to each spouse. Ownership cannot be divided because the other LLC owners will not sell nor divide the asset. All interest in the LLC should be awarded entirely to Petitioner Deno Priskos. Any claim that Christine Priskos may have regarding partial ownership of this asset is to be compensated by wife's award of proceeds from the sale of the marital home and other terms of this divorce.

23. Real Property. During the course of the marriage, the parties acquired real property consisting of the family home (a house and lot) located at 5795 South Conway, Salt Lake City, Utah, 84121; Parcel Number 22-16-401-002-0000; Legal Description as follows: LOT 212 OAKWOOD ACRES NO 2 SUB 8033-0421. The current equity in the home is approximately \$500,000.

a. Christine Priskos shall be entitled to remain in the marital home at 5795 South Conway and use it as her exclusive residence and home under the following conditions.

b. Mortgage Payments and Property Tax. Deno Priskos will continue to make mortgage payments and property tax payments until the time the minor child T.M.P. turns 18, or until the home is sold or refinanced to remove his name from the mortgage, or until Christine moves out and ceases to use the property as her residence. If Respondent Christine Priskos fails to make the mortgage payments or to cooperate in the sale or

refinancing of the home after the minor child T.M.P. turns 18, then Petitioner may bring a legal action for contempt of court to force the sale of the home. Both parties will remain on title to the home.

b. Christine shall retain all equity in the property representing a fair division of assets, even if the home value increases. When she sells the property proceeds of the sale are to be applied as follows:

- I. First, to pay the expenses of the sale;
- II. Second, to retire any and all mortgages and liens attached to the property;
- III. Third, any balance remaining shall be paid entirely to Respondent Christine Priskos.

A. Should there be any mortgage debt remaining after sale or foreclosure on the property, that debt shall belong to Petitioner Deno Priskos.

c. Christine may choose to sell the home at any time after the entry of Decree of Divorce. When Christine decides to sell the home Deno shall sign any documents necessary to effectuate the sale of the home.

d. After entry of decree of divorce, Respondent Christine Priskos shall be responsible for payment of the marital home's utilities and maintenance. The parties shall cooperate to change utilities into Respondent Christine Priskos' name.

e. Deno shall be entitled to force the sale of the home through legal enforcement of this divorce order under the following circumstances: If the house has not sold or mortgage refinanced out of his name by the time the minor child T.M.P. turns 18, or if

Christine moves out of the home or ceases to use it as her primary residence.

24. Alimony. Christine Priskos should be awarded \$3,000.00 per month as alimony from Deno Priskos. Deno Priskos' alimony obligation shall terminate upon Christine Priskos' remarriage, cohabitation, or on September 1, 2029, whichever occurs first.

a. Alimony payments shall begin the month immediately following the entry of the order for Alimony. The monthly support shall be paid on or before the the 20th day of each month, unless a custodial parent uses the Office of Recovery Services to collect support. Alimony due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month. Should a custodial parent use the Office of Recovery Services to collect support, Alimony shall be due on the first day of each month and delinquent on the first day of the following month.

25. Retirement Money. The Petitioner has retirement accounts consisting of approximately \$70,000.00 in a Roth IRA and \$130,000.00 in an investment account. The \$130,000 investment account will be awarded to Petitioner Deno Priskos. The \$70,000 Roth IRA will be awarded to Respondent Christine Priskos. Petitioner Deno Priskos shall be responsible to prepare the Qualified Domestic Relations Order (QDRO) to transfer the Roth IRA to Respondent within 60 days of entry of the Decree of Divorce.

26. Additional Provisions. The provisions of this divorce petition are constructed with the understanding that Husband's business interests are not liquid and not easily divisible. Therefore, rather than attempting to sell and divide the assets, Petitioner should be compensated by an award of proceeds from the marital home (approximately \$500,000), as well as a fair and equitable alimony payment (\$3,000 per month for up to ten years), plus the Roth IRA (currently worth approximately \$70,000), plus payment of child support, and debt pay-off. All of the

provisions regarding division of assets are constructed with this principle in mind, and as a whole represent a fair and equitable resolution of divorce.

27. Duty to Sign Documents which Implement Decree of Divorce. Both parties should be 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.

28. Mediation Required Prior to Modification. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

29. Attorney Fees and Other Costs. Any party who brings an unsuccessful action to modify a final decree of divorce in this case shall be responsible to pay the opposing parties' legal fees and costs in defense of that case.

30. Name Change. Christine Priskos should be restored the use of the former name of Christine Morton if she so chooses.

31. Waiver of Waiting Period. Petitioner requests waiver of Utah's statutory 30-day waiting period for divorce, upon motion of the parties and approval of the court.

This document has been electronically filed

COURT SIGNATURE APPEARS AT THE TOP OF FIRST PAGE

NOTICE PURSUANT TO RULE 7 OF THE
UTAH RULES OF CIVIL PROCEDURE OF THE STATE OF UTAH

To the Respondent Christine Priskos:

NOTICE IS HEREBY GIVEN, pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, that the undersigned attorney will submit the above document for signature by the court after the expiration of 7 days from the date of this notice unless you file a written objection within that time.

DATED this July 30, 2019

/s/ Jonathan Good
JONATHAN GOOD
Attorney for Petitioner

CERTIFICATE OF SERVICE

I certify that on July 30, 2019, August 14, 2019, and September 3, 2019, I served identical copies of Petitioner's ORDER AND DECREE OF DIVORCE to Christine Priskos, by email to priskos@xmission.com, and by U.S. Postal Mail to Christine Priskos, 5795 SOUTH CONWAY ROAD, SALT LAKE CITY, UT 84121.

DATED this September 3, 2019

/s/ Jonathan Good
JONATHAN GOOD
Attorney for Petitioner