

The Order of the Court is stated below:

Dated: December 04, 2019
01:01:24 PM

/s/ HEATHER BRERETON
District Court Judge



Laura J. Hansen #10085
Attorney for Petitioner
JUST LAW, LLC
4749 South Holladay Blvd.
Salt Lake City, UT 84117
801-274-7000
laura@justlawutah.com

IN THE THIRD DISTRICT COURT, SALT LAKE DEPARTMENT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

GURJEET GHUMAN,

Petitioner,

vs.

RANVEER GHUMAN,

Respondent.

DECREE OF DIVORCE

Civil No. 194906557

Judge Heather Brereton

Commissioner Russell Minas

The above-entitled matter came before the court on the Petitioner's Petition, the parties' Stipulation, and Petitioner's Declaration of Jurisdiction and Grounds. The Court, having entered its Findings of Fact and Conclusions of Law, now orders that the parties are awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved. The Court ORDERS, ADJUDGES, and DECREES:

Jurisdiction and Grounds

1. The parties are both bona fide resident of Salt Lake County, State of Utah, and have been for at least three months immediately prior to filing this action.
2. Petitioner and Respondent were married on January 18th, 2006. They are currently

residing together but shall be considered separated as of November 1st, 2019.

3. During the course of the marriage the parties have experienced difficulties that cannot be reconciled, which have prevented the parties from pursuing a viable marriage relationship.

Children

4. There are two minor children born from this marriage; RG, born April 1th, 2006, and GG, born May 13th, 2009.

The Uniform Child Custody Jurisdiction and Enforcement Act

5. Pursuant to UTAH CODE ANN. § 78B-13-209, said minor children currently reside in Salt Lake County, State of Utah.
6. Utah has jurisdiction to make custody and parent-time determinations pursuant to UTAH CODE ANN. § 78B-13-101 *et seq.* in that Utah was the home state of the minor children at the time of the commencement of this proceeding

Other Cases

7. Pursuant to Rule 100 of the UTAH RULES OF CIVIL PROCEDURE, the parties have not participated, as a party or witness on in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with the children.
8. The parties do not know of any person, not a party to these proceedings who has physical custody of the children or who claims rights of legal custody or physical custody of, or visitation with, the children.
9. The parties have no information of any proceedings that could affect the current

proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

Legal Custody

10. The parties shall be awarded joint legal custody of the parties' minor children, pursuant to the Parenting Plan contained herein.

Physical Custody

11. The parties shall be awarded physical custody of the parties' minor children in accordance with the Parenting Plan contained herein.

Child Support

12. Petitioner is employed and makes approximately \$2,000 per month.

13. Respondent is employed and makes approximately \$2,000 per month.

14. Based on the parties' equal incomes and equal parent-time, neither party shall be ordered to pay child support until such time as the Respondent moves from the marital home, as described herein.

15. Pursuant to UTAH CODE ANN. § 78B-12-202 et seq., Respondent shall be ordered to pay child support to commence the month after the Respondent moves from the marital home.

16. If necessary, after the Respondent vacates the marital home, the Petitioner may modify the Decree of Divorce by way of an ex parte motion to include a commencement date for child support.

17. According to the parties' incomes and the Uniform Child Support Guidelines, using a sole custody worksheet Respondent shall be ordered to pay \$502 per month for the support of the parties' minor children effective the month following the Respondent vacating the home.
18. The Respondent's support of the minor child shall be continued until said 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.
19. On or before the first (1st) of each calendar month, Respondent shall pay the monthly child support amount directly to Petitioner.
20. Petitioner shall be entitled to immediate and automatic income withholding relief pursuant to UTAH CODE ANN. § 62A-11. This income withholding procedure shall apply to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.
21. Unless and until such time that the Office of Recovery Services commences income withholding, Respondent shall make child support payments directly to Petitioner.
22. Pursuant to UTAH CODE ANN. § 30-3-10.5, all non-garnished monthly payments of child support, maintenance or alimony provided in this Decree shall be due on the first day of each month, unless otherwise specified.

Health Insurance and Medical Costs

23. Pursuant to UTAH CODE ANN. § 78B-12-212, if health insurance for the benefit of the minor children is available to either party at a reasonable cost, that party is required to maintain said insurance.
24. If health insurance for the benefit of the minor children is available to both parties at a reasonable cost, the parties are free to choose either available plan on which to enroll the minor children.
25. If the parties cannot agree, then both parties shall be required to insure the children. If both parties provide insurance, Petitioner's plan shall be identified as primary.
26. Both parties shall equally share the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by two (2), the number of minor children.
27. Both parties will equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children and actually paid by the parties.
28. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs

within 30 days of receipt of the written verification.

Childcare Expenses

29. Pursuant to UTAH CODE ANN. § 78B-12-214, both parties shall equally share the reasonable work-related or career or occupational training related childcare expenses.
30. Both parties shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.
31. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.
32. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.
33. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Alimony

34. Neither party is awarded alimony at any time, and forever waives any such claim.

Debts and Obligations

35. Both parties shall assume and pay and hold the other harmless from liability on all debts and obligations incurred by the parties after their date of separation, November 1st, 2019, unless otherwise allocated herein.

36. The parties have no other known outstanding marital debts or obligations. In the event such debt exists, all debts and obligations not identified herein are the responsibility of the party whose name said debt is in.

37. Pursuant to UTAH CODE ANN. § 30-3-5(c)(ii), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses and refinance any debt that is in the other party's name into solely their name within 60 days

Provisions Relating to Financial Assets

38. During the course of the marriage relationship, the parties acquired certain financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts.

39. The parties shall equally divide the joint Cyprus Credit Union Account 9881.

40. The remaining financial assets are divided as of the date of separation, and shall

be awarded to the party whose name any such asset is in.

Personal Property

41. During the course of the marriage, the parties acquired certain items of personal property.
42. The Petitioner shall be awarded the 2017 Chevy Suburban free and clear of any claim by Respondent. The Respondent shall be awarded the Dodge Charger and 2015 BMW in his name free and clear of any claim by Petitioner.
43. The dogs Loki and Bronx shall remain in the marital home until such time as it is sold. If the martial home is sold, or if Respondent moves from the home, Loki and Bronx shall be awarded to Petitioner.
44. All remaining personal property shall be awarded to each of the parties as they have heretofore divided it.
45. The parties shall assume all debts and obligations (if such debts exist) for any debt related to the property they are awarded.
46. All property and all property rights that may be vested in either party as a result of family inheritance, trusts, or similar sources is awarded to the party from whose family it came.

Real Property

47. During the course of the marriage, the parties acquired a home located at 4288 S. 360 W., West Valley City, UT.
48. Until such time as either party provides the other written notice as described

below, the parties shall both be allowed to reside in the home, and the parties shall equally split all obligations related to the home (including mortgage obligation, utilities, and maintenance associated with the home).

49. Respondent may provide the Petitioner written notice of his intent to move from the home at least thirty (30) days in advance of his desired move date. Petitioner may provide the Respondent written notice of her request to have Respondent move from the home at least thirty (30) days in advance of the requested move date.

50. Commencing the month following either party providing written notice, Petitioner shall be awarded the home and real property as Petitioner's sole and exclusive property, and Respondent shall vacate the home. Respondent shall be awarded an equitable lien in said property in an amount equal to one-half of the net equity accrued by the parties as of the date the Respondent vacates the marital home. The net equity existing at the date the Respondent vacates the marital home shall be determined by an independent appraisal and deducting the amount of all encumbrances at the date the Respondent vacates the marital home from the determined value. Both parties' equally share in the costs related to the determination of equity, which shall occur within thirty (30) days from the date the Respondent vacates the marital home.

51. Within ninety (90) days of the completion of the independent appraisal, Petitioner shall refinance any and all outstanding mortgages on the home, removing

Respondent from any obligation and paying off the Respondent's equitable lien in said property.

52. Both parties shall execute any necessary documents for the refinance of said real property. In the event either party fails to execute said documents, the other party may submit an ex-parte motion, pursuant to Rule 70 of the UTAH R. CIV. P., and the Court may direct the Clerk of the Court to execute said necessary documents.

Business Interests and Related Assets

53. Petitioner has business ownership interests in the form of Om Baba Balaknath, LLC, which operates a 7-11 convenience store, and shall maintain her business ownership interests. Respondent is awarded one-half the value of said interest, with a valuation date as of November 1st, 2019. The value shall be determined by agreement of the parties or by a Certified Public Accountant. The costs of obtaining the valuation shall be shared equally between the parties. If no valuation occurs within 5 years of the date of Decree of Divorce then Respondent waives him claim to any portion of the business.

Retirement Accounts, Pensions, and Related Assets

54. The parties have acquired no interest in any 401k accounts, IRA's pension or profit-sharing plans during the course of the marriage.

Taxes

55. The parties shall be entitled to claim the parties' minor children's child tax credits for the purposes of filing federal and state income tax returns on alternate years

with Petitioner claiming said children in odd years and with Respondent claiming said children in even years.

56. The parties shall execute any necessary tax forms to enable the other to claim said child tax credits.

57. The Petitioner and Respondent shall file a joint income tax return for the year 2019, and the parties shall equally split any obligation owed, with each paying one-half of the total amount owed.

Personal Conduct

58. Both parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other at his or place of residence, employment or any other place. Both parties shall be ordered to attempt to be civil and respectful in their communications with one another.

Other

59. Petitioner shall be restored the use of her former name “Gurjeet Kaur Chauhan” if and when she so desires.

60. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

PARENTING PLAN

In this parenting plan Petitioner is referred to as Mom and Respondent is referred to as Dad.

61. **Joint Legal Custody/Decision Making Process:** The parties shall exercise joint legal custody of the minor children. The parent with which the children are then located shall make day-to-day decisions involving the children. The parent who is with the children at that time shall make emergency decisions affecting the health or safety of the children. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement, and the parties anticipate being able to agree on all major issues. If the parties are unable to reach agreement, Mom shall have final decision-making authority.
62. **Physical Custody and Parent Time:** The parties will share equal parent-time in the marital home until such time as Dad vacates the marital home. After Dad vacates the marital home, Mom shall exercise sole physical custody of the minor children. Mom's home shall be designated as the primary residence of the children. Dad's parent-time shall be as agreed upon by the parties or in accordance with UTAH CODE ANN. § 30-3-35.
63. **Holidays:** Holiday parent-time shall be as agreed upon by the parties or pursuant to UTAH CODE ANN. § 30-3-35, with Mom being designated as the custodial parent.
64. **Summer/Extended Parent Time:** Summer parent-time shall be as agreed upon by the parties or pursuant to the regular parent-time schedule.
65. **Transportation of Children:** Exchanges shall occur as agreed upon by the

parties or by pick-up or drop-off at school, and curbside when school is not in session.

66. **Education Plan:** Mom's home shall be designated as the primary residence of the children for purposes of identifying the appropriate school. Mom has authority to make education decisions for the children if the parents cannot agree. Both parents shall have access to the children during school and both parents have authority to check a child out of school.
67. **Communication/Exchange of Information:** The children shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary information relating to the children shall be provided to the other parent as soon as it is practical.
68. **Relocation:** If either party intends to relocate, the relocating parent shall provide the other parent with at least 60 days' written notice. Upon providing or receiving notice of a parent's intended relocation, both parties shall follow all notice requirements and procedures set out in UTAH CODE ANN. § 30-3-37.
69. **Extracurricular Activities and Sports:** The parties shall encourage and support the children's participation in extracurricular activities and sports and split the costs of any activities they agree to in writing.
70. **Disparaging Remarks:** Each of the parties shall refrain from speaking to or about the other in demeaning, disparaging or disrespectful terms and will prevent third parties, and the children from doing so as well.

71. **Extended Family Relationships:** The parties shall encourage the children to maintain relationships with grandparents and other relatives and that each parent shall assist, as may be necessary, to permit those relationships to continue.

72. **Special Considerations:**

- a. Both parents shall have access directly to all school reports including and medical records and shall be notified immediately by the other parent in the event of a medical emergency.
- b. Both parents shall be listed as “emergency contacts” for medical emergencies with any school, or any other such providers.
- c. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.
- d. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the children, in order to keep one another appraised of what is happening in the children 's lives.
- e. In the event of a medical emergency, each party shall make every effort to contact, and consult with, the other party, but will be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, cell phone, and pagers, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.
- f. Both parties will refrain from involving the children in "divorce issues." Such

issues include, but are not be limited to: parent-time disagreements; discussions about children support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another's homes (other than general conversation); involving the children as “messengers” between the parties.

73. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this parenting plan, the other parent’s obligations under the parenting plan or final Decree are not affected.

****SIGNATURE OF COURT AT TOP****

NOTICE

PLEASE TAKE NOTICE that above and foregoing DECREE will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7.

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via U.S. Mail, a true and correct copy of the foregoing *Decree of Divorce* on this 22nd day of November 2019 to the following:

Ranveer Ghuman

4288 S. 3600 W.
West Valley City, Utah 84119

/s/ Melissa Ziemski