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Petitioner, Pro Se

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

DONALD R. MORRIS,

Petitioner,

v.

MAISA N. MORRIS,

Respondent.

DECREE OF DIVORCE

Civil No. 204902146

Judge Andrew H. Stone

Commissioner Michelle Blomquist

This matter came before this Court by way of the parties Verified and Stipulated Petition for Divorce. After review of the pleadings, Verified and Stipulated Petition for Divorce, Findings of Fact and Conclusions of Law, and being fully advised in the premises herein, IT IS ORDERED, ADJUDGED AND DECREED:

1. **JURISDICTION.** The parties acknowledge that Petitioner Donald R. Morris and Respondent Maisa N. Morris have resided in Salt Lake County for at least three (3) months prior to the filing of this Petition which satisfies the residency requirements of the State of Utah.
2. **ARMED FORCES.** Neither party is a member of the Armed Forces.
3. **MARRIAGE DATE.** The parties were married to each other on May 31, 2002 in Harris County, Pine Mountain, Georgia and have three children who were born to this marriage. The parties are not currently expecting any children.

4. **SEPARATION DATE.** The parties separated on or about September 15, 2019.
5. **CAUSE OF DISSOLUTION:** Due to irreconcilable differences the marriage of the parties has been irretrievably broken and there is no possibility of reconciliation.
6. **INCOME.** Petitioner is employed full-time as a medical doctor with Nephrology Associates of Utah in Salt Lake City, Utah. Petitioner earns an average gross monthly income of \$21,600.00.

Respondent is employed part-time as medical doctor in Salt Lake City, Utah. Petitioner is capable of working full-time and earning an average gross monthly income of \$11,500.00.

7. **MINOR CHILDREN.** There have been three children born or adopted of this marriage, two of whom are currently minors. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birthdates of the minor children are being submitted to the court on the NON-PUBLIC INFORMATION – MINORS form. The initials, birth month, and birth year of each child are listed below:

Child's Initials	Month and Year of Birth
C.C.M.	June 2003
R.E.M.	November 2004

8. **JURISDICTION RE: CUSTODY/PARENT-TIME.** Utah has jurisdiction over the custody and parent-time issues in this case. The statute for jurisdiction in Utah is: The Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) Utah Code § 78B-13-101 et seq. The sections under which Utah has custody are Utah Code § 78B-13-102(7) and/or this case meets the criteria under Utah Code §§ 78B-13-201(1), 207, and 208. The states and names of the persons whom each child has resided within the last five years are as follows:

Name of Person(s) Children Lived With	Relation	State	Date Child Began Living There	Date Child Stopped Living

				There
Donald R. Morris and Maisa N. Morris	Parents	Utah	C.C.M. - 06/30/2003	Presently living in the home
Donald R. Morris and Maisa N. Morris	Parents	Utah	R.E.M. 11/29/2004	Presently living in the home

8.1 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. Neither party has been a party or witness to, or participated in any other litigation concerning the custody, child support or parent-time of the parties' minor children nor does the Petitioner have information about any custody, child support or parent-time proceeding concerning the minor children in this State or any other state or country.
- b. There are no criminal or delinquency cases in any court in this State or any other state or country in which a party or a party's child is a defendant or respondent.
- c. There are no protective order cases in any court in this State or any other state or country involving a party regardless whether a child of the party is involved.
- d. There are no protective order cases in any court in this State or any other state or country involving the parties' children.
- e. There are no cases involving the parties' children filed or pending in any Juvenile Court in this State or any other state or country.
- f. The Petitioner does not know of any person, not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support, or parent-time or visitation rights with respect to the children.

8.2 Child Custody and Visitation.

- a. Legal Custody.** Legal custody for the purpose of this agreement refers to the authority to make major decisions regarding minor children of the marriage, which can include but are not limited to health care, religion, and education. Petitioner believes the parties should maintain joint legal custody of their minor children.
- b. Physical Custody.** Physical custody for the purpose of this agreement refers to the authority to make routine and day-to-day decisions regarding the children and where the children's primary residence will be. Petitioner should be awarded sole physical custody of the minor children.
- c. Holiday/Extended Visitation.** The parties agree that they will rotate holidays per the Utah State court guidelines for parent time.
- d. Birthdays.** The parties agree to cooperate in sharing the minor children's birthdays.
- e. Transportation.** The parties agree they should arrange transportation of the minor children for purposes of parent-time.
- f. Notification.** The parties should not change the residence of the minor children of the parties without adequate prior written notification. The parties agree that this visitation and custody agreement should be reassessed if either party relocates or the new residence makes the current agreement unfeasible to manage. Petitioner agrees to provide Respondent with his current phone number and physical address. Respondent agrees to provide Petitioner with her current phone number and physical address.

The parties agree to notify each other when taking the minor children on vacation and will provide each other with an itinerary.

g. **Health Insurance.** The minor children are currently insured through Petitioner's employer for medical, dental and vision. Petitioner is willing to continue insuring the minor children through his employer-sponsored health plan for as long as the children are eligible.

The parties agree they should be equally responsible for all out-of-pocket costs of the health and dental insurance premiums actually paid by a parent for the children's portion of insurance. Respondent's portion is to be determined. The actual amount could increase as the health insurance policy is renewed each year.

The parties should equally be responsible for all reasonable and necessary uninsured medical, dental, orthodontia and optical expenses, including deductibles, co-payments and office visits, incurred for the dependent children and actually paid by a parent.

The party ordered to maintain insurance should provide verification of coverage to the other parent or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent children and thereafter on or before January 2nd of each calendar year. The parent should also notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 calendar days of the date he/she first knows or should have known of the change.

If the minor children's medical or dental insurance, if applicable, is to be cancelled for any reason, the party maintaining that insurance should give written notice of that cancellation to the other party at least thirty (30) days prior to said cancellation. Such notice should be given

personally by telephone and then mailed or delivered to the last known address of the other party. If such notice is not given, then the party maintaining the insurance and failing to give notice, should pay all medical, hospitalization or dental expenses that would have been paid by the insurance carrier. Upon receipt of notice, the parties should attempt to secure replacement coverage prior to the cancellation.

The insured should be ordered to provide the other parent with assistance necessary to insure the prompt payment of the insured portion of such claims, including deductibles and co-payments incurred for the dependent children and actually paid by a parent.

The party who incurs the medical expense should provide written verification of the cost and payment of said expense to the other parent within 30 days of payment. The other parent is ordered to make their portion of those payments or make arrangements to do so within 30 days of receipt of the documentation supporting required participation. In addition to any other sanctions provided by the Court, a parent who incurs medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share if that parent fails to comply with the required notification.

Neither party should contract for, nor incur, any obligation for orthodontic work or elective procedures for the children, or any type of psychological counseling or evaluation for the children, anticipating co-payment from the other parent, without the prior agreement or consent of that parent in writing. The non-custodial parent will have the right in advance to have a say in the selection of doctors and procedures for any and all procedures referenced in this paragraph. If such debts are incurred without said consultation and written consent, the

obligating parent should have the *prima facie* obligation to pay any non-insurance covered expenses.

If an agreement cannot be reached then, before any (other than emergency) medical, orthodontic, or psychological counseling expenses are incurred as a co-obligation, the matter should be brought back before the Court. If a party is found to have been unreasonable and frivolously created the need for the hearing, that party will be ordered to pay Court costs and attorney fees.

Each party agrees to inform the other party within twenty-four (24) hours of any medical condition of the children which requires hospital care or surgery.

h. **Non-Covered Medical.** The parties agree that each party should be responsible for 50% of any non-covered or co-pay expenses related to medical, dental, optometric, orthodontic, physical therapy, psychiatric or pharmaceutical needs of the minor children. A parent should provide the other with a statement documenting any payments made and the other parent should reimburse the paying parent within 30 days of receipt of this statement.

i. **Taxes Related to Children.** The parties agree that Respondent should claim the minor children as dependents for the purposes of filing individual tax returns so long as they are eligible to be claimed as dependents and are living with Respondent for more than six months of the given year.

j. **Parental Rights and Responsibilities.** Each party has the following rights and responsibilities unless they relinquish their parental rights:

i. Right to access and obtain copies of the children's educational,

medical, dental, religious, insurance, and other records or information.

ii. Right to attend educational conferences concerning the children.

This right does not require any school to hold a separate conference with each parent.

iii. Right to reasonable access to the children by written, telephonic, and electronic means.

iv. Duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the children receive health care treatment. The parent should provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.

v. Duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.

vi. Duty to keep the other parent informed of the name and address of the school the children attend.

The court shall include in an order establishing or modifying parental rights and responsibilities the rights and duties listed in this section. However, the court may restrict or exclude any right or duty listed in this section if the order states the reason in support of the restriction or exclusion. The court shall consider any domestic violence protection orders relating to the parties when determining whether to restrict or exclude any right or duty listed in this section.

9. **CHILD SUPPORT.** The parties agree Petitioner should pay Respondent child support in the amount of \$2,662.00 monthly which is based on Utah Guidelines and a Child Support Worksheet.

Child support payments should commence the 1st day of April, 2020. Child Support payments should be paid on or before the 5th day of each month directly to Respondent.

10. **REAL PROPERTY.**

a. **Marital Home/Petitioner's Residence.** The parties agree that they jointly own the property located at 381 East 11th Avenue, Salt Lake City, UT 84103, which has been utilized as the marital home. The parties agree that Petitioner should continue to reside in the marital home and should be solely responsible for the monthly mortgage payment as well as all other expenses/costs associated with ownership of this property.

i. At such time as this property is refinanced or sold, Respondent should receive \$140,000.00 from the refinancing of the property; and

ii. Respondent receive her half of the equity in the property.

iii. If the property is sold, Respondent should receive \$140,000.00 from the proceeds initially; and

iv. The balance of the proceeds from the sale should be split equally (50/50) between the parties.

b. **Respondent's Residence.** The respondent is currently renting a house located at 785 East 10th Avenue, Salt Lake City, UT 84103. Respondent and the minor children are currently residing in this home and should continue to reside at this property. The parties

agree that Respondent should be solely responsible for the monthly rental payment as well as all other expenses/costs associated with use of this property.

c. **Additional Real Property.** Petitioner has purchased a home located at 110 West Girard Avenue, Salt Lake City, UT 84103. This property is solely in Petitioner's name and he agrees to assume full responsibility for the mortgage, insurance, and all other costs associated with ownership of this property. The lien holder is mr. cooper. The monthly payment is \$2,876.14.

d. **Financial Accounts.** Petitioner and Respondent own and agree to divide their financial accounts and investments as follows:

Account Name/Number: Business Checking Account/7565
Financial Institution: KeyBank
Current Account Owner: Morris Nephrology LLC
Husband Receives: 100%
Wife Receives: 0%

Account Name/Number: Personal Checking Account/4546
Financial Institution: Zions Bank
Current Account Owner: Donald R. Morris
Husband Receives: 100 %
Wife Receives: 0 %

Account Name/Number: Personal Checking Account/1742
Financial Institution: KeyBank
Current Account Owner: Donald R. Morris and Maisa Morris
Husband Receives: 0%
Wife Receives: 100 %

Account Name/Number: Business Checking
Financial Institution: KeyBank
Current Owner: Maisa Morris Family Practice
Husband Receives: 0%
Wife Receives: 100%

e. Retirement Accounts.

Account Name/Number: Fresenius Medical Care N.A. 401k Savings Plan

Plan Number: Unspecified

Current Account Owner: Donald R. Morris

Current Beneficiary*: Maisa N. Morris

Husband Receives: 100 %

Wife Receives: 0 %

*Beneficiary/ies to be changed to remains Maisa Morris upon entry of Decree.

f. Vehicles. Petitioner and Respondent own the following vehicles:

Make: Volvo

Model: XE70

Year: 2010

Color: Green/Brown

Owner upon Divorce: Donald R. Morris

Make: Volvo

Model: XE70

Year: 2007

Color: White

Owner upon Divorce: Donald R. Morris

Make: Toyota

Model: Prius

Year: 2019

Color: Silver

Owner upon Divorce: Maisa N. Morris

Each party should be responsible for all costs associated with ownership of their designated vehicle(s), to include maintenance and auto insurance coverage. Each party agrees to indemnify and hold the other party harmless therefrom.

g. Personal Property. During the course of the marital relationship, the parties have acquired certain items of personal property. The personal property of the parties has been equitably divided and should be awarded as such.

h. Life Insurance. The parties agree they should each carry a life insurance

policy with the other parent as the primary beneficiary until such time as all minor children reach the age of majority (18 years old) and graduates from high school in their normal year.

11. DEBTS.

- a. **Granite State Medical Student Loan**
Amount Owed: \$42,831.00
Monthly Payment: \$1,500.00
Responsible Party: Maisa N. Morris
- b. **Zions Reddi-Credit Line/3003**
Amount Owed: \$177,625.00
Monthly Payment: \$3,580.00
Responsible Party: Donald R. Morris
- c. **401k Loan**
Amount Owed: \$40,614.00
Monthly Payment: \$694.00
Responsible Party: Donald R. Morris
- d. **tcf bank**
Amount Owed: \$134,096.43
Monthly Payment: \$899.56
Responsible Party: Donald R. Morris
- e. **Other Debts.** None.

12. SPOUSAL SUPPORT/ALIMONY. Petitioner agrees to pay spousal support/alimony to Respondent in the sum amount of \$960.00 per month for the period of seven (7) years.

13. TAXES. The parties agree they should file a joint personal income tax return for the tax period ending December 2019. The parties further agree they will equally (50/50) split any refund received or any amount owing to the State of Utah and/or the IRS. Beginning in 2020, each party should file a separate personal income tax return.

14. MISCELLANEOUS.

a. **Business.** Petitioner is part owner of three separate dialysis centers (“Investment Properties”). The parties agree Petitioner should retain his ownership of these Investment Properties and be solely responsible for all operating costs, equipment, liabilities, etc. associated with ownership. Petitioner agrees to indemnify and hold Respondent harmless therefrom. The parties agree that Petitioner should pay Respondent a total of \$400,006.00 as her share of the investment properties. This amount will be paid to Respondent in the amount of \$3,000.00 per month until paid in full (approximately 11 years). Upon receipt of full payment of \$400,006.00, Respondent waives any further right to any portion of these Investment Properties.

b. **Extracurricular Activities.** The parties agree the minor children should continue to participate in extracurricular activities and the parties should equally (50/50) split the cost of the activities that the children participate in.

c. **Higher Education.** The parties have established 529 plans to assist with the cost of higher education for the children. Any monies that have accrued in the 529 plans should be used first to pay for college. Petitioner agrees to provide additional financial assistance for each child should a child decide to enroll in college. Petitioner agrees to provide said financial assistance for a period of four (4) years for each child. Should a child decide not to enroll in college, the parties will discuss and decide together how the monies that have accrued in the 529 plan for that child should be used.

d. **Auto Insurance for Children.** The parties agree to equally (50/50) split the cost for auto insurance for each child until the child reaches the age of 18 and graduates from

high school. The parties further agree to continue paying for and equally (50/50) splitting the cost of auto insurance so long as that child is enrolled in and attending college.

e. Respondent should have her maiden name restored to her upon entry of the Decree of Divorce; to wit: NAGI. Upon entry of the Decree of Divorce, Petitioner shall be known as Maisa Kristine Nagi.

15. FULL DISCLOSURE OF ASSETS AND LIABILITIES. The parties hereby represent that they have each made full disclosure to the other party of their individual assets. By executing this Agreement, the parties represent that the terms and provisions of this Agreement are fair, just and reasonable and are not the product of fraud, coercion or undue influence and that each signs this Agreement freely and voluntarily.

16. COOPERATION AGREEMENT. The parties agree to cooperate with one another in signing any papers or legal documents needed to finalize this agreement or any provision contained in this agreement, including deeds, title certificates, etc. within ten (10) days of notification of Entry of Judgment, the parties should execute any document, transfer papers, titles or other documents to effect the provisions of this Agreement and any resulting Decree of Divorce. In the event a party fails to sign transfer documents, the final Decree of Divorce should operate to transfer title.

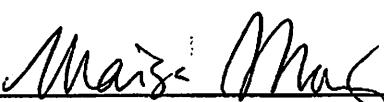
17. FUTURE DISPUTE SETTLEMENT. The parties agree that if any dispute, question, disagreement, or change occurs affecting the terms of this Agreement, they will work together to negotiate with each other in good faith, in consideration of their mutual interest, with the purpose of reaching a solution, which is beneficial for the parties. In the event negotiations fail, the parties agree to first seek mediation, through a qualified mediator selected jointly by the

parties. Either party may terminate mediation at any time. In the event the dispute is not resolved, either party may motion the Court governing this Agreement and the resulting decree of divorce or judgment for a decision regarding the disputed matter.

DATED this _____ day of _____, 2020.

Honorable Andrew H. Stone
Third Judicial District Court

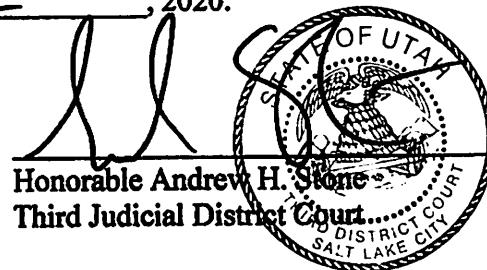
APPROVED AS TO FORM:



Maisa N. Morris, Respondent

parties. Either party may terminate mediation at any time. In the event the dispute is not resolved, either party may motion the Court governing this Agreement and the resulting decree of divorce or judgment for a decision regarding the disputed matter.

DATED this 21st day of July, 2020.



Honorable Andrew H. Stone
Third Judicial District Court