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

CRYSTAL VALENTINE GARNER,
Petitioner,

vs.

JOSHUA PAUL GARNER,
Respondent.

DECREE OF DIVORCE

Discovery Tier II
Civil No. 204904403
Judge Stone
Commissioner Blomquist

This matter comes before the Honorable Judge Stone, by way of a Motion for Entry of Decree of Divorce. The Court having made and entered its Findings of Fact and Conclusions of Law, ADJUDGES, DECREES and ORDERS as follows:

1. The bonds of matrimony and marriage contract between the Parties are dissolved and the parties are awarded a Decree of Divorce, to become final upon entry by the Court.

MINOR CHILD CUSTODY, PARENT-TIME

2. The parties have two minor children, G.G., born November 2006; and K.G., born August 2010.

3. Petitioner and Respondent are awarded joint physical custody of the minor children. Petitioner and Respondent are awarded equal (50/50) parent time with the children as they can agree. With the current living arrangements of the parties, parent time will be as follows: Petitioner will be in the marital home mornings from 7:15 a.m. until 8:30 a.m.,

then again from 2:45 p.m. until 8:00 p.m. during the work week. On weekends the parties will work together to ensure the time is divided equally. The parties acknowledge that with the current living arrangements the number of overnights may not be equal, but the time spent with the children will be. If anything changes making this divided schedule unworkable, for any reason, then the parties shall follow the following schedule:

Week 1	Monday	Tuesday	Wed.	Thursday	Friday	Saturday	Sunday
	Petitioner	Petitioner	Respondent	Respondent	Petitioner	Petitioner	Petitioner
Week 2	Monday	Tuesday	Wed.	Thursday	Friday	Saturday	Sunday
	Petitioner	Petitioner	Respondent	Respondent	Respondent	Respondent	Respondent

4. Petitioner and Respondent shall be awarded holiday parent time as they can agree. If they are unable to agree they shall have holiday parent time pursuant to Utah Code Ann. §30-3-35.1, Petitioner shall be designated the custodial parent for purposes of determining the holiday parent time schedule only.

<u>Even Years</u>	<u>Odd Years</u>	<u>Holiday and Time</u>
Father	Mother	Martin Luther King Jr. Holiday after school on the Friday before the holiday to Tuesday morning with drop off to school.
Mother	Father	President's Day after school on the Friday before the holiday to Tuesday morning with drop off to school.
Father	Mother	Spring Break after school on the day school lets out to the day school resumes with drop off to school.
Mother	Father	Should Spring Break not include Easter, then the Easter holiday from Saturday at 7:00 p.m. until Monday morning with drop off at school
Mother	Father	Memorial Day after school on the Friday before the holiday to Tuesday morning with drop off to school.

Father	Mother	July 4th 8 a.m. the day before the holiday to 6 p.m. the day after the holiday.
Mother	Father	July 24th 8 a.m. the day before the holiday to 6 p.m. the day after the holiday.
Father	Mother	Labor Day after school on the Friday before the holiday to Tuesday morning with drop off to school.
Mother	Father	Columbus Day after school on the day before the holiday to the day after the holiday with drop off to school.
Father	Mother	U.E.A. Weekend (Fall School Break) after school on the day school lets out to the day school resumes with drop off to school.
Mother	Father	Halloween holiday after school, or at 4 p.m. if school is not in session, to the day after the holiday with drop off to school, or 8 a.m. if school is not in session.
Father	Mother	Veteran's Day after school on the day before the holiday to the day after the holiday with drop off to school.
Mother	Father	Thanksgiving after school on the day school lets out to Monday morning with drop off to school.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day. Beginning after school the day school lets out until 1 p.m. on the day halfway through the break (if there's an odd number of days in the break), or 7 p.m. on the day halfway through the break (if there's an even number of days).
Mother	Father	Second Half of Christmas Vacation. Beginning at 1 p.m. on the day halfway through the break (if there's an odd number of days in the break), or 7 p.m. (if there's an even number); ending the day school resumes with drop off to school.
Mother	Mother	Mother's Day 9 a.m. the day of the holiday to the day after the holiday with drop off to school, or 8 a.m. if school is not in session.
Father	Father	Father's Day 9 a.m. the day of the holiday to the day after the holiday with drop off to school, or 8 a.m. if school is not in session.

Father	Mother	The day before or after the child's birthday. From after school or 8 a.m. if school is not in session, until the next morning with drop off to school, or 8 a.m. if school is not in session. May take other siblings along. Birthdays take precedence over holidays and extended parent time, except Mother's Day and Father's Day.
Mother	Father	The child's actual birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school, or 8 a.m. if school is not in session. May take other siblings along. Birthdays take precedence over holidays and extended parent time, except Mother's Day and Father's Day.
Mother	Mother	Petitioner's birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school, or 8 a.m. if school is not in session. Birthdays take precedence over holidays and extended parent time, except Mother's Day and Father's Day.
Father	Father	Respondent's birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school, or 8 a.m. if school is not in session. Birthdays take precedence over holidays and extended parent time, except Mother's Day and Father's Day.

5. Vacation: The parties will each have two uninterrupted weeks with the minor children for vacation. These weeks may be taken consecutively at the option of the exercising parent, but cannot be added to or interfere with holiday parent time. Each party will give 21 days advance notice of the vacation time requested. If there is a conflict in dates, Respondent will receive his preference in odd years, Petitioner in even years.

6. Petitioner and Respondent are awarded joint legal custody pursuant to the following Parenting Plan.

- a. Baby Sitting Rule: If during parent time Petitioner or

Respondent will be away from the children overnight, he or she will contact the other parent to care for the children before obtaining the assistance of a third party, including grandparents and step-parents, to care for the minor children.

- b. Petitioner and Respondent shall prepare a monthly or other periodic calendar so that their time-sharing schedule may be summarized, in writing, from month to month and on an annual, periodic basis. Petitioner and Respondent shall review the time-sharing options and to formulate a schedule that will be in the best interests of the children. Petitioner and Respondent shall be flexible with each other if minor changes are necessary.
- c. Telephone Contact. The children shall have unrestricted telephone access to Petitioner and Respondent and shall be allowed to talk with either Petitioner and Respondent by telephone at reasonable times. The parent who is non-custodial for any given period of block time shall call the children at the other home in order to keep in regular contact. The parties may identify dates and times during their conferences.
- d. Revision of Time-Sharing Schedule. In order to better meet the emotional needs of the children, Petitioner and Respondent shall revise the time-sharing schedule, if necessary, by

consulting with each other and cooperatively establishing a new time-sharing schedule. Petitioner and Respondent shall consider revising the schedules if a significant change occurs in either of their lives. They shall first meet with each other to modify the time-sharing arrangement as set forth above. If they are unable to agree upon a new time-sharing schedule, then they shall hire a mediator to assist them before seeking resolution of the matter by court proceedings.

SHARING INFORMATION

- e. Petitioner and Respondent shall use their best efforts to communicate and share important information with the other on a frequent basis regarding the children's development, including, but not limited to, school work, medical and dental treatment, therapy, after school activities, sports, and regarding all other types of information which are appropriate to share with the other parent.
- f. Both parents shall have access to records and the ability to consult with providers regarding education, child care and health care.
- g. Petitioner and Respondent shall affirmatively notify each other of all school programs, church events, extracurricular activities,

and sporting events that involve the children.

- h. Petitioner and Respondent shall notify each other of any significant illness the children may have when they are at either home. Petitioner and Respondent shall abide by the recommendations and counsel of the children's healthcare providers with respect to matters that affect their health and well-being.
- i. Petitioner and Respondent shall discuss any problems either of them is experiencing with disciplining the children with the intent to have a "united front" as to matters of discipline.
- j. Petitioner and Respondent shall immediately advise the other parent of any changes in address, telephone number, or other information pertinent to communication.
- k. Petitioner and Respondent shall advise the other parent of all logistical details regarding vacation time with the children, including places and telephone numbers where the children may be reached.
- l. Whichever parent is beginning parent time is responsible for picking up the minor children. The parties shall agree on a pick up and drop off schedule as appropriate. If there is a dispute as to pick up and drop off times, then parent time shall begin at 9:00 a.m. when school/daycare is not in session.

When school is in session the parent ending parent time shall drop the children off at school and the parent beginning parent time shall pick them up from school.

CONSISTENCY IN DISCIPLINE AND PARENTING MATTERS

- m. Decision-Making Procedures. Petitioner and Respondent shall discuss all major decisions concerning the children, including their health, education, and general welfare. Further, they shall use the following decision-making procedure:
- a. identify the issue;
 - b. brainstorm possible solutions;
 - c. choose the most sensible solution that considers the needs and interests of everyone involved.
- n. Tie-Breaking Procedure. Petitioner and Respondent shall meet and discuss major decisions together, focusing on objective criteria and facts, and involve any professionals who may be of assistance. Petitioner and Respondent shall meet and discuss major decisions together, focusing on objective criteria and facts, and involve any professionals who may be of assistance. They shall follow the advice of medical professionals unless there is a mutual agreement otherwise. Each party may participate in the religion of his or her choosing during his or her parent time. The parties shall jointly agree on any religious

ordinances or ceremonies. The parties shall make joint decisions. If they are unable to reach a joint decision, they shall attend mediation before seeking a resolution with the Court.

- o. Emergency Medical Decisions. The parent who has the child(ren) at the time the child(ren) suffers an emergency medical condition shall have authority to make any decision regarding emergency medical care. Petitioner or Respondent shall notify the other parent of the emergency as soon as possible.
- p. Day-to-Day Decisions. Whichever parent has physical custody of the children at a particular time shall make minor, day-to-day decisions regarding their care.
- q. Education Plan: So long as Respondent resides in the marital home, he will be the residential parent for determining where the children attend school. If Respondent relocates, then Petitioner will be the residential parent for determining the children's school attendance. Both parents will have access to the children during school and authority to check the children out of school.
- r. Adopting Utah Code Annotated §30-3-33: In an effort to provide general concepts of good co-parenting skills the parent

plan also adopts the advisory guidelines laid out by the Utah Legislature in Utah Code Annotated §30-3-33. The parties will attempt to provide 48 hours advanced notice of any family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule so accommodations can more easily be made.

- s. Relocation. If a parent desires to relocate the children more than 150 miles from the other parent's home, the provisions of Utah Code Ann. § 30-3-37 will apply, including the obligation to provide at least 60 days advance written notice to the other parent of the intent to relocate.

MISCELLANEOUS MATTERS

- t. Mediation Clause. In the event any future dispute arises between Petitioner and Respondent that they cannot resolve themselves, they shall enter into mediation before seeking a resolution in court.

End of Parenting Plan

CHILD SUPPORT AND RELATED MATTERS

7. Neither party has received public assistance for the parties' minor children from the State of Utah.

8. Petitioner is employed on a full-time basis, earning a gross monthly income of \$2,405.

9. Respondent is employed on a full-time basis, earning a gross monthly income of \$7,306.

10. Commencing September 1, 2020, Respondent is to be ordered to pay child support to Petitioner in the amount of \$434 per month, pursuant to the "Uniform Civil Liability for Support Act", Utah Code Ann. Sec. 78-45-1 *et seq.* A "Child Support Obligation Worksheet" is filed concurrently herewith. During periods of time when Petitioner is carrying health insurance for the parties' minor children, the children's portion of the health insurance premium shall be added to Respondent's base child support each month.

- a. Pursuant to Utah Code Ann. § 78B-12-219, when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 78A, Chapter 6, Part 8, Emancipation, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of child due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheets, unless otherwise provided in the child support order.

11. Child Support shall be paid one half by the 5th and one half by the 20th of each month.

12. The parties can ask the Court to modify child support pursuant to Utah Code Ann.

§78B-12-210.

13. Pursuant to Utah Code Ann. §78B-12-212, Respondent is ordered to provide medical insurance for the medical expenses of the minor children if it is available at a reasonable cost. If at any point the children are covered by insurance of Petitioner and Respondent, Respondent's insurance shall be considered the primary insurance and the parties would each be responsible for his or her own insurance premiums. Respondent shall be ordered to pay the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance.¹¹ In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. The parent ordered to maintain insurance is ordered to provide verification of the coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under IV of the Social Security Act, 42 U.S.C. Section 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known the change.

14. Petitioner is ordered to pay 40% and Respondent is ordered to pay 60% of all reasonable and necessary uninsured and unreimbursed medical and dental expenses

¹¹ The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child should 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.

incurred for the parties' minor children, including, but not limited to deductibles and co-payments.

- a. A parent who incurs medical expenses is ordered to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
- b. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with subsections (7) and (8) of Utah Code Ann. §78B-12-212.
- c. The parent responsible for reimbursing the other parent for medical expenses incurred, is ordered to reimburse the other parent his or her share of the expenses within 30 days of receipt of the verification of cost and payment of medical expenses.

15. Pursuant to Utah Code Ann. §78B-12-214 each party is responsible for one-half of reasonable work-related child care expenses.

- a. If an actual expense for child care is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making a monthly payment of that expense while it is not being incurred, without obtaining a modification of the Order;
- b. A parent who incurs child care expense shall provide written verification of the cost and identity of the child care provider to the other parent upon initial engagement of the

provider and thereafter on the request of the other parent.

c. The parent shall notify the other parent of any change of the child care provider or the monthly expense of child care within 30 calendar days of the date of the change; and

d. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expense if the parent incurring the expenses fails to comply with subsection (2b) of Utah Code Ann. §78B-12-214.

16. Petitioner and Respondent shall share equally all extra-curricular activity costs agreed upon in writing, incurred for the parties' minor children.

17. Petitioner and Respondent shall share equally all school fees agreed upon in writing, incurred for the parties' minor children.

18. Both parties value higher education and will utilize their inheritance or other financial resources to assist the children in obtaining college educations as they are able and deem appropriate at the time.

19. The tax exemptions for the parties' minor children shall be divided and awarded as follows: Respondent will claim both children for the years 2020, 2021, and 2022. For the years 2023 forward, so long as there are two eligible children, they will each claim one; when there is one minor child, Respondent will claim for odd numbered tax years and Petitioner will claim for even numbered tax years. The parties may buy out the other's exemption to maximize the amount received by claiming the child. Respondent shall only be permitted to claim the minor children on his return if he is current on his child support obligation at the end of the calendar year. One party may buyout the other

party's exemptions. The purchase of the exemptions must occur prior to claiming the children.

ALIMONY

20. Beginning September 1, 2020, Respondent is ordered to pay to Petitioner the sum of \$400 per month as alimony until Respondent pays Petitioner her share of the equity in the marital home or a term of eight years, whichever occurs later, or until Petitioner remarries, cohabitates or dies.

MARITAL AND PERSONAL PROPERTY

21. The parties acquired personal property during their marriage and it shall be divided and awarded as follows:

- a. To Petitioner: 2018 Hyundai Tucson, subject to an indebtedness, all items in her possession, her personal, inherited and gifted property.
- b. To Respondent: 2005 Honda Element, his personal, inherited and gifted property any items in his possession.

22. Neither party has accrued any retirement benefits during the marriage.

MARITAL DEBTS AND OBLIGATIONS

23. During the pendency of the marriage, the parties have acquired various debts and obligations which remain outstanding.

24. Petitioner is ordered to pay and assume the following debts incurred during the marriage of the parties:

- a. Any and all debts solely in the Petitioner's name which she acquired prior to the date the parties married;

b. Petitioner shall pay and assume any debts incurred in her name since the parties separated;

c. Hyundai Motor Finance Debt;

d. American Express Credit Card with an approximate balance of \$4,884.04;

e. Visa Credit Card with an approximate balance of \$4,000; and

f. any credit cards currently held in her name.

Petitioner shall hold Respondent harmless from any liability on these debts.

25. Respondent is ordered to pay and assume the following debts incurred during the marriage of the parties:

a. Any and all debts solely in Respondent's name and those which he acquired prior to the date the parties married;

b. Respondent shall pay and assume any debts incurred in his name since separation;

c. American Express Credit Card ending in 1009, with an approximate balance of \$12,248.71;

d. Capital Once Credit Card, ending in 1070, with an approximate balance of \$3,339.53;

e. University of Utah medical debt; and

f. Any credit cards currently held in his name.

Respondent shall hold Petitioner harmless from any liability on these debts.

FINANCIAL AND BUSINESS INTERESTS

26. The parties shall each be awarded any bank accounts in his or her own name. Any joint accounts are awarded to Petitioner.

27. Petitioner has an outstanding medical malpractice claim. Should she prevail in her claim, the net proceeds should be divided 70% to Petitioner and 30% to Respondent. Each would be responsible for any tax consequences associated with their portion of the award.

28. Pursuant to Utah Code Ann. § 30-3-5 and § 15-4-6.5, upon entry of the Decree of Divorce Petitioner and Respondent should be ordered to notify respective creditors or obligees regarding the court's division of debts, obligations or liabilities and regarding the parties' separate, current addresses.

REAL PROPERTY

29. During their marriage, the parties acquired an interest in a home and real property located at 5112 W. Dock Street, South Jordan, Utah 84095. Said property is awarded to Respondent subject to Respondent assuming the mortgage, taxes, insurance and all liability related to the home and real property. Respondent is restrained from further encumbering the property unless both parties agree in writing. Respondent will remain in the home until K.G. graduates from high school, unless Respondent is financially unable to maintain the payment. Respondent will pay Petitioner her half of the equity in the home upon the sale of the house. The home will be listed for sale no later than within six months after K.G. graduates from high school. The home will be listed with a mutually agreed upon agent and at a mutually agreed upon price. All reasonable offers shall be accepted. Respondent is required to maintain the home in its present condition. The parties agree that so long as Respondent and the children reside in the marital residence, Respondent's remarriage alone will not trigger the sale of the house or the payment of

Petitioner's equity.

Upon closing the proceeds shall be paid as follows:

- i. The mortgage;
- ii. Real estate and closing costs;
- iii. Reimbursement to Respondent for principal payments on the mortgage between the date of divorce and closing;
- iv. Any agreed upon improvements required to make the house ready to sell, not including major repairs incurred while Respondent resides in the home;
- v. Divided equally between the parties.

MUTUAL RESTRAINT ON DISPARAGING COMMENTS

30. Both parties are restrained from making disparaging or derogatory remarks about the other in the presence of the parties' minor children or even to third parties when the children might overhear such comments.

MISCELLANEOUS PROVISIONS

31. Each party is responsible for his or her own costs and attorney's fees.

32. Each party is ordered to execute and deliver to the other party any documents necessary to implement the provisions of the Decree of Divorce entered by the court.

END OF ORDER

This Order is enforceable upon entry by the Court as indicated by the signature, date and deal located on page one in the top right hand corner.

Approved as to Form

/s/ Joshua Paul Garner
JOSHUA PAUL GARNER

Respondent

Signed by Kristin Jacobs

With permission to sign given via email

On 8/28/2020

CERTIFICATE OF SERVICE

I hereby certify that I caused to be delivered, a true and correct copy of the foregoing document to the following on the 31st day of August, 2020, by the method of service indicated:

Joshua Garner	<input type="checkbox"/>	Hand Delivery
5112 W Dock Street	<input type="checkbox"/>	U.S. Mail
South Jordan, UT 84009	<input type="checkbox"/>	Facsimile
	<input type="checkbox"/>	Electronic Filing Account (eFiler)
	<input checked="" type="checkbox"/>	Email
	<input type="checkbox"/>	Rule 5(b)(A)(vi)
	<input type="checkbox"/>	Rule 5(b)(A)(vii)

/s/ Kristin J. Jacobs