

The Order of the Court is stated below:

Dated: July 17, 2021
01:38:34 PM

/s/ DIANNA GIBSON
District Court Judge



JAMES H. WOODALL (5361)
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**IN THE THIRD JUDICIAL DISTRICT COURT
OF TOOELE COUNTY, UTAH**

* * * * *

JASON L. PAYSTRUP,)	
)	DECREE OF DIVORCE
Petitioner,)	
)	
vs.)	Case No. 21-4300075 DA
)	
DYANNA L. PAYSTRUP,)	
)	Judge Dianna M. Gibson
Respondent.)	Commissioner Michelle C. Tack
)	

* * * * *

This matter came before the Court on petitioner’s Notice to Submit for Decision. Pursuant to Section 30-3-4, Utah Code Ann., petitioner submitted an affidavit in which jurisdiction and grounds for divorce were established. The parties’ Settlement Agreement, which resolves all issues in this matter, is on file with the Court.

Good cause appearing, and the Court having entered its Findings of Fact and Conclusions of Law, the Court enters the following Decree of Divorce:

1. Petitioner (“Jason”) shall be awarded a Decree of Divorce from respondent (“Dyanna”) on grounds of irreconcilable differences

2. Jason is awarded primary physical custody of the parties' minor child, M.K.P., born in September 2004, subject to Dyanna's right to exercise parent time under the statutory schedule at § 30-3-35, Utah Code Ann.

3. The parties are awarded joint legal custody of the child. Joint legal custody shall mean the sharing of rights, duties and responsibilities as parents by both parties. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities. Each shall consult with the other and seek his or her opinion on all nonroutine matters such as medical and educational decisions involving the child, but neither shall have decision-making authority. The parties shall mediate any disputes prior to submitting the matter to the Court.

4. The parties shall consult with each other if either of them becomes aware that the child is experiencing difficulties in school, emotional problems, or other issues that they would wish to be informed of if the parenting roles were reversed.

5. The parties shall hold the other in high esteem in their conversations with the child and encourage her continuing love and affection for both parents. In no event shall either party demean or disparage the other parent in the child's presence or permit any third party to do so.

6. Both parties shall be listed as parties to be notified by school authorities in the event of an emergency involving the child.

7. Each party may attend and participate in all practices, games, and school activities to which parents are invited without regard to the parent time schedule. Each shall support the other's efforts to participate in all such events.

8. Both parties shall have access to all of the child's teachers and health care providers.

9. Both parties shall immediately notify the other of all emergency medical, educational, or legal events that occur when the child is in his or her custody, in particular any event that requires the child to miss more than one day of school or be treated at any medical facility for any reason.

10. The child's telephone access to each parent shall be unrestricted. Both parties shall be entitled to reasonable telephone contact with the child, which shall be unmonitored.

11. Both parties shall keep each other informed of his or her address and telephone number until the child has emancipated.

12. Both parties shall notify the other whenever he or she intends to take the child on any overnight trip, and provide the other with the destination and a telephone number where he or she may be reached in the event of an emergency.

13. Both parties must have the other's permission to take the child if any activity or trip will interfere with the other parent's parenting time.

14. Dyanna shall pay Jason \$667.00 per month as child support commencing July 1, 2021 and continuing until M.K.P. attains the age of eighteen years or graduates from high school with her class, whichever comes last.

15. Dyanna shall maintain medical and dental insurance for the parties' four children until M.K.P. is emancipated. Jason's share of this expense is \$108.00 per month, which Dyanna may subtract from her child support payments.

16. The parties will each pay one-half of the child's out-of-pocket medical and dental expenses. Reimbursable expenses shall be paid within thirty days of verification of payment.

17. Provided she is current in his base child support obligation as of December 31 of each year, Dyanna shall be entitled to claim the M.K.P. as a dependent on her income tax returns for the 2021 tax year. Dyanna shall pay Jason one-half of the child tax credit.

18. Jason is awarded the home and real property at 545 North Mayo Drive in Tooele, Utah, subject to all outstanding indebtedness and holding Dyanna harmless thereon. Jason agrees to refinance the mortgage obligation out of Dyanna's name as soon as possible but not later than June 30, 2023. Jayson agrees to make timely payments on the mortgage. If Jason becomes sixty days delinquent, the property shall be listed for sale and sold.

19. Dyanna is awarded the 2019 Jeep Grand Cherokee automobile subject to all outstanding indebtedness and holding Jason harmless thereon. Jason is awarded the 2010 Volkswagen Jetta, the 2000 Chevrolet Suburban, and the 2007 Toyota Camry automobiles. None of these vehicles is encumbered by debt.

20. Dyanna is awarded one-half of the Christmas decorations, Dyanna's two shotguns and .22 rifle, her grandparents' furniture (bed, night stand, dresser), the remainder of her clothing and personal effects, and any other items the parties mutually agree. Each party shall retain all other items of personal property in his her her possession.

21. The parties shall each pay one-half of the outstanding debt owing to state and federal taxing authorities.

22. Each party may notify their respective creditors of the allocation of debts under this agreement.

23. Each party shall retain his or her accounts of every kind and description. Neither party may access the other's accounts.

24. Except as set forth above, there are no joint debts. Each party shall pay and be responsible for all obligations in his or her name.

25. Each party has waived the right to receive alimony from the other, now and forever.

26. Jason is awarded \$64,000.00 from Dyanna's Costco 401(k) Retirement Plan. Each party waives any claim to the other's remaining retirement benefits of every kind and description.

27. Each party shall pay his or her attorney's fees without reimbursement from the other.

28. The parties have acknowledged that they have settled all issues, claims or causes of action that either may have against the other. Except as set forth herein, neither party owes the other anything as of June 29, 2021.

*****The Court's electronic signature appears at the top of the first page*****

Approved as to form:

_/s/ Braden Wamsley_____
Attorney for respondent
Signed by James H. Woodall
w/approval via email