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

| | | |
|--|---|------------------------|
| <i>In the Matter of the Marriage of:</i> |) | DECREE OF DIVORCE |
| |) | |
| ZANE C. MILLER, |) | Case No. 214903527 |
| |) | |
| Petitioner, |) | Judge Amber M. Mettler |
| |) | Commr. Joanna Sagers |
| <i>and</i> |) | |
| |) | |
| STACEY JO MILLER, |) | |
| |) | |
| Respondent. |) | |
| |) | |

This case came before the court for a bench trial on December 13-14, 2022. Petitioner Zane C. Miller (“Zane” or “petitioner”) was present and represented by counsel, Mr. Rodney R. Parker. Respondent Stacey Jo. Miller (“Stacey” or “respondent”) was present and represented by counsel, Ms. Angilee K. Dakic. Following the bench trial, the parties submitted post-trial briefs on January 31, 2023, and the court heard oral argument on March 3, 2023. Now, based on the testimony of the parties and witnesses, the re-

ceived exhibits, the arguments of counsel regarding the issues tried in this case, and the Findings of Fact and Conclusions of Law issued on March 7, 2023,

IT IS HEREBY ORDERED and DECREED as follows:

1. Divorce. The parties are awarded a decree of divorce from one another and the marriage between petitioner and respondent be and hereby is dissolved, and the parties are hereby free and absolutely released from the bonds of matrimony and all obligations thereof, with said decree to become final upon entry thereof.

2. Custody. The parties have two children together: FM, born September 27, 2015; and MM, born April 30, 2018. Based upon the parties' stipulation, they are awarded joint legal custody of their minor children, and Stacey is awarded sole physical custody. The parties shall encourage the children to have loving, stable, consistent, and nurturing relationships with both of their parents and both parents accept their responsibility not to interfere with the children's relationship with the other parent. It is anticipated that the parties will cooperate fully in facilitating each other's time with the children. The provisions of Utah Code § 30-3-33 (Advisory Guidelines) shall be adopted by the parties.

3. Parenting Time. Zane shall enjoy reasonable and liberal parenting time as the parties may agree. If the parties are unable to agree, then the following schedule will apply:

a. Zane will have the children the first and third weekend of every month from Friday after school until Sunday at 7:00 p.m.

b. The midweek visit will be on Wednesday from 12:30 p.m. to 7:30 p.m. Every other Wednesday (on the Wednesday following Zane's weekend), Zane will have the children over night and return them to school (or to Stacey if there is no school) the following morning.

c. The statutory summer and holiday schedules shall apply, also subject to change by agreement.

d. Each parent shall provide notification to the other parent of that parent's plans for the exercise of extended parent-time for summer break by May 1 each year.

e. The children may be picked up after school by Zane Miller, Kylee Yates, or by an employee of Larry H. Miller Security Services Corporation. Other exchanges may be conducted by an employee of Larry H. Miller Security Services Corporation, with the meeting point being the Maverik at 13551 South 200 West, Draper, Utah.

f. Each party will have a first right of refusal, as it relates to overnights, if the other parent is unavailable to care for the children (*i.e.*, for the purpose of child care).

4. Parenting Plan. The parties agreed to, and the court adopts, the following parenting plan:

a. The parties acknowledge that the best interests of their children require that each parent maintain a loving, stable, consistent, and nurturing relationship with the children; that the children not be exposed to harmful conflict between their parents; and that disruption of their attendance at school, their daily routine, and their associations with friends be minimized. The objectives of this parenting plan are to provide for the physical and emotional needs of the children by setting forth the authority and responsibilities of each parent; and to meet the needs of the children through agreement rather than judicial intervention.

b. The parties shall make joint decisions regarding the children's education, religion, medical, dental/orthodontic, and psychological/psychiatric treatment. The parties will discuss and attempt in good faith to agree upon these issues, in consultation with experts where appropriate. If they cannot agree even with the advice of experts, they will submit the issue to mediation prior to bringing it before the court. Neither party will have final say.

c. Except in cases of emergency, the parties will communicate regularly regarding the children using Our Family Wizard, and will restrict such communications to issues involving the children.

Zane will pay the cost of Our Family Wizard.

d. Both parties shall have access to all records and events that involve the children.

5. Mutual Restraining Order. The parties are mutually restrained as follows:

a. The parties are restrained from bothering, harassing, annoying, threatening, or harming the other party at either parties' place of residence, employment, or any other place.

b. Both parties are restrained from saying and doing anything either directly or indirectly through another person that would tend to diminish the minor children's love and affection for the other parent, including but not limited to, attempting to influence the minor children's preference regarding custody or visitation, or making derogatory or disparaging comments about or to the other parent or that parent's family. This prohibition includes statements or conduct made by a third party in the presence of petitioner or respondent and includes, but is not limited to, comments, posts, etc., on any form of social media.

c. Both parties shall be supportive of the other parent's role as a parent. Neither parent shall attempt to alienate the minor children in any way from the other parent. Both parents have an affirmative duty to co-parent the minor children in a way that pro-

motes their best interests.

d. Petitioner may not directly or indirectly instruct or encourage the minor children to (i) call anyone other than respondent “Mom” (or its equivalent) or (ii) call respondent anything other than what she desires (“Mom,” “Mother,” *e.g.*).

e. Respondent may not directly or indirectly instruct or encourage the minor children to (i) call anyone other than petitioner “Dad” (or its equivalent) or (ii) call petitioner anything other than what he desires (“Dad,” “Father,” *e.g.*).

6. Child Support and Related Provisions.

a. Petitioner’s monthly income is \$16,524 per month, and respondent’s monthly income is \$1,257 per month.

b. Based on those figures, and the allocation of parenting time as set forth above, petitioner will pay respondent child support of \$2,184 per month. Payment is due on the first day of every month, commencing April 1, 2023. Child support shall continue until each minor child attains the age of 18 years and graduates from high school with her regular class, or otherwise becomes emancipated, at which time child support for that child shall cease and the child support obligation for the remaining child should be automatically adjusted pursuant to the statutory tables in effect at that time. *See Utah Code §§ 78B-12-202 et seq.*

c. Petitioner's child support obligation shall be reduced by 50 percent for time periods during which the child is with petitioner by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time. Petitioner's child support obligation shall be reduced by 25 percent for time periods during which the child is with petitioner by order of the court or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. 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.

d. The person entitled to receive child support is entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure should apply to existing and future payers. All withheld income should be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support.

e. Unless the parties agree otherwise, all child support payments should be made to the Office of Recovery Services, P.O. Box

45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Any and all administrative fees and costs of income withholding assessed by the Office of Recovery Services should be paid by petitioner in addition to the base child support obligation.

f. Each of the parties is under mutual obligation to notify the other within 20 days of any change in monthly income of 10 percent or more from the amount set forth in this order.

7. Life Insurance. Petitioner shall obtain a life insurance policy on his life, so long as such is available at reasonable cost or through his employer, in a face amount of sufficient size to provide for a monthly income equal to child support payments herein. Petitioner shall maintain in full force and effect said life insurance policy until the child support obligation herein terminates. During such period, petitioner should irrevocably designate the minor children as beneficiaries on said life insurance, and designate respondent as the trustee for the children.

8. Health Insurance and Medical Expenses.

a. Petitioner is ordered to maintain health insurance coverage for the minor children, and the court designates his coverage as primary in the event of double coverage at some time in the future. Petitioner is solely responsible for all costs of premiums actually paid for the children's portion of insurance.

b. The party ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year, if there is a change in the previous coverage, provider, or number of covered individuals. The party shall notify the other party of any change of insurance carrier, premium or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

c. Petitioner shall solely pay any out-of-pocket medical, dental, orthodontic, and vision costs including co-payments, deductibles, and uninsured costs, incurred for the benefit of a minor child of the parties. If respondent incurs medical, dental, or vision costs for the benefit of a minor child of the parties, respondent shall provide written verification of the cost and payment of such to petitioner within 30 days of payment. Petitioner shall make reimbursement within 30 days of the written verification being presented. In addition to any other sanctions provided by the court, 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 party does not provide written verification of the cost and payment of such to the other party within 30 days of payment.

9. Child Care Expenses.

a. The parties shall equally share reasonable child care expenses actually incurred while a parent is working and if the costs are related to the career or occupational training of that parent. 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 a provider and thereafter within 30 calendar days of the date of any change. 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 expenses if the parent incurring the expenses fails to comply with these provisions.

b. The parent to whom written verification is provided shall reimburse the parent who incurred the child care expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

c. Petitioner has agreed and the court orders him to be solely responsible for any pre-school tuition expense for the children.

10. Extracurricular Expenses. The parties shall equally share the cost of agreed-upon extracurricular activities for the children. If the parties cannot agree, the party seeking to have the children participate in the particular activity will be responsible for 100 percent of the cost of that activity. Neither party should unreasonably withhold his or her agreement, and the

parties should use their best efforts to reach agreement as it is in the best interests of the children.

11. Tax Exemptions. Respondent shall be allowed to claim the children on her taxes each year, so long as she will receive a financial benefit from doing so. If respondent cannot financially benefit from the tax exemptions in any particular year, then petitioner should be entitled to claim them for that year.

12. Alimony. Petitioner shall pay respondent alimony of \$4,518 per month beginning April 1, 2023. Alimony shall terminate upon the death of either party, or upon respondent's remarriage or cohabitation. Otherwise, the obligation shall continue for 61 months, through April 30, 2028.

13. Personal Property.

a. The 2018 Range Rover is awarded to Stacey; however, Zane shall assume and pay the associated debt. Stacey shall assume responsibility for insurance. Zane shall submit completed title transfer documents to the DMV within ten days from receipt of the title from the current lienholder.

b. The lamps and dining set are awarded to Stacey. She shall arrange for a third party to remove them from the residence at least five days before closing of the sale; but if Stacey elects not to take these items, they should be sold and the net proceeds divided equally between the parties.

c. To the extent either party has possession of the other party's personal documents, including but not limited to, birth certificates, social security cards, passports, vehicle titles, etc., those documents should be returned to the appropriate party's attorney no later than five days after entry of the Decree of Divorce.

d. All other personal property should be divided as the parties have already divided it.

14. Marital Residence. Following necessary repairs, the marital residence shall be listed for sale and sold with a mutually agreed upon realtor. If the parties are unable to agree on a realtor, Zane will have final say. Both parties must cooperate with the realtor in all aspects including, but not limited, to determination of the listing price, making adjustments to the listing price, and accepting a bona fide offer to purchase. The proceeds of sale shall be applied as follows:

a. First, to discharge the mortgage.

b. Second, to pay all costs of sale.

c. Third, \$600,000 to Zane to reimburse him for his premarital interest.

d. Fourth, to reimburse either party for carrying costs incurred by that party while the home was listed for sale (*e.g.*, repairs, mortgage payments, utilities, and similar expenses).

e. Fifth, \$100,976 to Zane to equalize the marital estate based on the following table:¹

| <i>Asset</i> | <i>Value</i> | <i>Debt</i> | <i>Net Marital Value</i> | <i>To Zane</i> | <i>To Stacey</i> |
|--------------|---------------|-------------------|--------------------------|-------------------|------------------|
| Range Rover | 46,450 | (37,686) | 8,764 | \$-37,686 | \$ 46,450 |
| Lamps | 5,000 | | 5,000 | | 5,000 |
| Nanny money | <u>11,840</u> | <u> </u> | <u>11,840</u> | <u> </u> | <u>11,840</u> |
| TOTAL | 63,290 | (37,686) | 25,604 | -37,686 | 63,290 |

f. Last, if one-half of the remaining sale proceeds added to \$63,290, is less than \$200,000, an amount will be paid to Stacey to bring her total to \$200,000 and the balance will be distributed to Zane. But if one-half of the remaining sale proceeds added to \$63,290 equals or exceeds \$200,000, then the remaining proceeds will simply be divided equally between the parties.

15. Other Assets.

a. Zane’s interest in Prestige Financial Services, Inc. is awarded to him as his sole and separate property.

b. The Stacey Jo Miller Trust (or its proceeds) is awarded to Stacey as her sole and separate property.

¹ The court notes that this table differs from the one contained in paragraph 43 of the court’s Findings of Fact and Conclusions of Law. The court convened a hearing on April 4, 2023 to resolve a mathematical mistake in the table, at which the court determined that the table in this Decree contains the correct mathematical presentation of the court’s property division.

c. Following sale of the marital residence, the Zane and Stacey Miller Trust will be dissolved and its sole remaining asset, stock in Advanced Health Care Corporation, will be awarded to Zane as his sole and separate property, along with the associated debt.

d. Zane's interest in the Larry H. Miller Associates 401(k) plan is awarded to him as his sole and separate property.

e. Bank accounts are awarded to the party in whose name the account is held. To the extent any joint bank accounts still exist, they should be divided equally between the parties, and thereafter either closed or Zane's name removed.

16. Attorney's Fees. Stacey shall submit her motion for attorney's fees pursuant to Utah R. Civ. P. 73. The final amount of fees to be awarded will be determined pursuant to the process described in that rule.

17. Cooperation. Each of the parties shall fully cooperate in implementing the terms of this Decree of Divorce.

----- END OF ORDER-----

JUDGE'S ELECTRONIC SIGNATURE APPEARS AT THE TOP
OF THE FIRST PAGE OF THIS DOCUMENT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing PROPOSED DECREE OF DIVORCE was served upon the following by email on April 4, 2023:

ANGILEE K DAKIC

PEARSON | BUTLER

1802 S JORDAN PKWY STE 200

SOUTH JORDAN UT 84095

angilee@pearsonbutler.com

s/ Rodney R. Parker

4880-7779-2855, v. 3