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

UNDRAH GOMBOSUREN,
Petitioner,
vs.
RICHARD J. HALL,
Respondent.

**DECREE OF
DIVORCE**

Civil No. 214903956
Judge Laura Scott

2Based upon the parties' stipulation, resolving all issues raised in Petitioner's Petition, the Court having heretofore made and entered its Findings of Fact and Conclusions of Law, and for good cause appearing, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. 3The parties are divorced on the grounds of irreconcilable differences.
2. The parties shall share joint legal and physical custody of the minor children, L.H. born June 30th, 2008 and A.H. born April 6th, 2016. Mother shall have primary physical custody of the minor children. [REDACTED]
3. Father's parent time shall be as the parties agree with him having not less than 111 overnights. It is the parties intent that the overnights are not as critical as the Father will have time during the day and the parties will be flexible with Father's time, so he can maximize the

time spent with the children jointly and individually. The parties live only a few minutes away from each other and as shown during the current separation, this agreement meets the best interests of the children and still maximizes their Father's parent time and with the full daily support of the paternal extended family.

4. The parties' holiday parent time shall be based upon Utah Code Ann. Section 30-3-35.1, However, the parties have always allowed the children to be flexible on the actual day of the holiday and will continue trying to work together.

5. The parties shall equally share in the transportation of the minor children.

6. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Section 30-3-33 as the binding Parenting Plan. In addition, the parties agree as follows:

a. Both parties shall have access to the minor children's school, church, medical and other records and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the minor children are participating or being honored, and both parties shall be entitled to attend and participate fully;

b. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the minor children's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

c. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor children;

d. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

e. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor children;

f. When a parent leaves the minor children in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of the caregiver;

g. The parties shall use families members before using or paying for daycare or alternative care providers and the other parent, at all times is preferable to non-family third party caregivers as herein agreed to by the parties.

h. The parties shall notify the other parent of any change of address, email address, cell phone number and telephone number within twenty-four (24) hours of the change;

i. The parent who has the minor children in his or her care may make minor day-to-day decisions regarding the minor children without having to consult with the other parent;

j. For emergency purposes, whenever the minor children travel with either parent overnight or longer, the traveling parent shall provide the other parent with an itinerary of travel dates, destinations and places where the traveling parent and minor children can be reached;

k. The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;

- l. Special consideration shall be given by each parent to make the minor children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule;
 - m. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor children. The parent with the minor children in his or her care should not interfere with the virtual parent-time;
 - n. The parties agree that they shall not put the minor children in the middle of their disputes;
 - o. The parties shall not discuss with the minor children or in the minor children's presence adult issues, including the parties' legal proceedings or financial related issues of the parties;
 - p. The minor children shall not be used as a messenger between the parents;
 - q. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children;
 - r. Each party shall have adequate clothing for the minor children at his or her residence;
 - s. Neither parent should question the minor children about the other parent's activities, personal relationships or how the other parent spends his or her time or money;

t. Neither party should request or encourage the minor children to hold back information from the other party which should otherwise be divulged to the other party by the other parent;

u. Neither party should have unreasonable contact between the parent and minor children during the other parent's parent-time;

v. Each parent shall be supportive and respectful of the other parent in the presence of the minor children;

w. Both parties are restrained from saying or doing anything that would tend to diminish the minor children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor children;

x. The party with the minor children in his or her care should be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time;

y. Communication regarding the minor children shall be directly between the parents and should not involve third parties;

z. Mother's home is the designated home residence for purposes of identifying the appropriate school;

aa. Both parents shall have access to the minor children during school hours and the authority to check the minor children out of school during his or her custodial time for emergency purposes or necessary appointments; and,

bb. The parties shall make joint decisions regarding substantial or significant issues affecting the minor children including but not limited to the minor children's education, medical care, dental care, religious upbringing, counseling, and other major parenting issues. After discussing the issue and researching solutions, if the parties cannot reach an agreement on a major issue regarding the minor child, the Petitioner shall have final decision making. The Respondent can have any matter reviewed by the court if he disagrees.

7. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, name calling, speaking derogatorily about the other parent in front of the child or speaking to the children about the issues in this case, or from attempting to influence the children's preferences regarding custody or visitation.

8. Both parties shall be supportive of the other party's role as a parent. Neither parent should attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children's best interest.

9. Both parties shall be restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationships with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children. Neither party should request or encourage the children to hold back information from the other party which should otherwise be divulged to the other party by the other parent.

10. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent's parenting time.

11. Both parties shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or should remove the children from such circumstances.

12. Child support is ordered based upon Utah Child Support Guidelines.

a. Child support is payable $\frac{1}{2}$ by the 5th day of each month and $\frac{1}{2}$ by the 20th day of each month.

b. Child support for each child shall continue until the child turns 18 or graduates from high school, whichever occurs later.

c. The Petitioner is currently employed at Fidelity Investments and earns \$4,333 a month.

d. The Respondent is currently employed with Murray City School District and is working 30 hours a week, 9 months a year at \$30.88 an hour, for a monthly amount of \$3011.

e. Child support is currently ordered in the amount of \$580 a month. Father shall begin paying this amount December 1st, 2021.

13. The parties will rotate claiming the minor children as a tax deduction. The Mother will claim A.H. and the Father will claim L.H. Once L.H. is no longer able to be claimed the parties will rotate claiming A.H. with Mother claiming the first year.

14. Pursuant to Utah Code Section 72B-12-212:

a. The Petitioner is currently covering the minor children and will continue to cover the minor children.

b. Both parties shall share equally the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

c. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent child and actually paid by a party.

d. The party who incurs health care expenses should provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

e. The party to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket cost within 30 days of receipt of the written verification.

f. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

g. The party ordered to maintain the coverage should provide verification of coverage to the other party on or before January 2 of each year and notify the other party within 30 days of any change of coverage.

h. The parties shall follow U.C.A. Section 15-4-6.7. Pursuant to U.C.A. Section 15-4-6.7, 0-2-5, and Section 30-3-5(1)(c), when a court order has been entered providing for the

payment of medical and dental expenses of a minor child pursuant to U.C.A. Section 30-3-35, Section 30-4-3, or Section 78B-12-212, or an administrative order under Section 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical and dental expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. Section 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

15. The Respondent still has personal items at the martial residence. He is allowed to acquire all items that are clearly his within 60 days of the stipulation.

16. The parties are awarded the vehicles in their possession and be responsible for all debts and obligations associated with them.

17. The parties acquired debts during the marriage. Each party shall notify respective creditors or obligees regarding the division of debts, obligations and/or liabilities herein along with his or her current address.

a. Each party is responsible for any debt in his/her own name including taxes and medical expenses.

b. Each party is responsible for any debt which he/she has incurred since the time of the parties' separation.

c. Neither party shall incur any additional liability on joint credit cards or any joint accounts.

d. If any joint debt not described herein is later discovered, that debt shall be the responsibility of the party who incurred the debt.

18. The parties have already divided all financial accounts and are awarded the accounts titled in their separate names and in their control.

19. The parties are awarded their own life insurance policies.

20. The parties currently own property at 991 Sunburn Lane, Sandy, Utah 84094. The Petitioner is awarded the real property. The Petitioner shall be responsible for all fees, including but not limited to taxes and mortgage and maintenance of the real property. The Petitioner shall refinance or sell the property the first of the following occur, she remarries, cohabitates, no longer uses as it as her primary residence, dies or the youngest child graduates from high school, or as may be in the parties; mutual best interests and as they may agree hereafter in writing. The Petitioner shall then pay the Respondent his equal share of the equity realized through sale or refinance of the home at that time.

21. No alimony is awarded.

22. The parties are each awarded to keep their own retirement accounts.

23. Petitioner and Respondent shall cooperate with each other, through counsel or otherwise, to effect changes in titles to property agreed to be divided, to change the names and responsibilities for payment upon the charge accounts and other debts divided, and to cooperate in every other way necessary or proper to ensure that the Decree of Divorce is fully satisfied.

24. Each party shall be responsible for his/her own attorney fees associated with the parties' divorce.

25. Petitioner is entitled to legally change her name to Gombosuren, her maiden name.

26. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

27. If a dispute arises between the parties other than an enforcement issue, they shall return to mediation prior to filing a court action.

*****END OF ORDER*****

****In accordance with the Utah State District Courts eFiling Standard No. 4, and URCP Rule 10(3), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the Court's seal and the date the Order was entered by the Court.****

Approved as to form:

/s/ LaVar Christensen
LaVar Christensen
Attorney for Respondent

Signed by Stephen J. Buhler with permission of LaVar Christensen.

4CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of November 2021, a true and correct copy of the foregoing **DECREE OF DIVORCE** was electronically served to the following:

LaVar Christensen
Attorney for Respondent

/s/ Stephen J. Buhler