

The Order of the Court is stated below:

Dated: March 01, 2022
05:37:25 PM

/s/ **KARA PETTIT**
District Court Judge



Tyler S. Foutz (#10855)
FETZER BOOTH, PC
50 West Broadway, Ste. 1200
Salt Lake City, UT 84101
Telephone: (801) 328-0266
Email: tyler@mountainwestlaw.com

Attorneys for Petitioner

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

TYLER STEVEN FOUTZ,

Petitioner,

v.

SUSAN FOUTZ,

Respondent.

DECREE OF DIVORCE

Case No. 214904211

Judge Pettit

Commissioner Minas

The Court, having reviewed the stipulations and pleadings of the parties, and having entered its Findings of Fact and Conclusions of Law, now ORDERS AS FOLLOWS:

GRANT OF DIVORCE

1. Upon signature and entry of this Decree by the Court, the marriage of Tyler Steven Foutz (“Petitioner”) and Susan Foutz (“Respondent”) shall be dissolved on the grounds of irreconcilable differences.

CHILD CUSTODY AND SUPPORT

2. Children. The following are minor children of the parties:

Name	Date of Birth
B.T.F.	February 2005

K.S.F.	May 2006
M.M.F.	September 2010
W.S.F.	April 2013

PARENTING PLAN

1. Custody/Parent time. The parties are awarded joint custody of their minor children with Respondent being designated as the primary and residential parent. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Mom	Mom	Dad	Mom	Dad	Dad	Dad
Week 2	Mom	Mom	Dad	Mom	Mom	Mom	Mom

- a. The Petitioner's alternating weekend shall extend Friday after school (or 9 a.m. if school is not in session) until Monday morning with drop off to school (or 9a.m. when school is not in session).
- b. The Petitioner shall have a midweek overnight after school (or 9 a.m. if school is not in session) on Wednesday until Thursday morning with drop off to school (or 9a.m. when school is not in session).
- c. Summer-time: Summer shall be divided such that each party will receive 2 uninterrupted weeks of parent-time including weekends normally exercised by the other party, but not holidays. Other than the parent-time addressed herein, parent-time will remain for Petitioner pursuant to UCA 30-3-35.1

2. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code §30-3-35.1 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Mother	Father	July 4th 8 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 8 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Father	Mother	Columbus Day after school on day before holiday to the day after the holiday with drop off to school
Mother	Father	U.E.A. Weekend after school on the day school lets out to the day school resumes with drop off to school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Mother	Father	Veteran's Day after school on day before holiday to the day after the holiday with drop off to school
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school
Mother	Father	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until 1 p.m. on day halfway through break (if odd number of days in break), or 7 p.m. (if even number of days in break)
Father	Mother	Second Half of Christmas Vacation , beginning 1 p.m. on day halfway through the break (if odd number of days in break) or 7 p.m. (if even number of days in break) and ending the day school resumes with drop off to school
Mother	Father	The day before or after 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
Father	Mother	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
Father	Father	Father's Day 9:00 a.m. on the holiday to the day after at 8 a.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to the day after with drop off to school

3. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks with the children by May 1 each year with the Mother having first choice of extended time in even numbered years and the Father having first choice of extended time in odd numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.

4. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event the parties do not mutually agree regarding the children, the parties will mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. Medical.

- i. The parties will continue to use the children's current pediatrician. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.
- ii. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling and the parent who has the parent time

shall attend the appointment. If it is emergency care, both parents shall be able to attend the care.

b. School. The children shall continue to attend their Elementary School and its feeder schools, unless otherwise mutually agreed upon by the parties in writing. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

c. Religion: The parties shall attend religious services with the children on their own respective parent-time as the parent chooses.

d. Day to Day Decisions. The party with the parent-time shall make the day-to-day decisions for the child.

5. Relocation. If either party moves more than 40 miles, the parties will be bound by Utah Code §30-3-37.

6. Communication. The parties will discuss all parenting concerns by e-mail and/or text message at any time needed and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

7. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

8. Travel. When the children travel with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and the name and telephone number of an available third person who would be knowledgeable of the children's location.

9. Change of Address: The parties shall notify each other 30 days before changing addresses if within 40 miles and 60 days if more than 40 miles. The parties shall give notice within 24 hours of a move in writing via mail or email to give the other parent the new contact information. The parties shall also give new telephone numbers and emails within 24 hours of a change.

10. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities, and sporting events their children may be involved in.

11. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

12. Mutual Restraining. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

13. The parties will not allow for any individual who has any misdemeanors, and/or felonies whether it be convictions, pleas, or otherwise, spend the night at the same location as their children, while the children are in their care.

14. No third party, other than the parties and their families, may post pictures and/or information about the minor children on any social media platform.

15. Neither party shall enter the home of the other without written permission from the other. Respondent may change the locks to the marital residence.

16. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

17. Limitations.

- a. The people in the respective households and the parties will not use illegal drugs, alcohol in excess, or view sexually explicit material while they are exercising parent-time.

b. Parties are constrained from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

19. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. As to the current specific expenses of the children the parties agree to divide specific expenses as follows:

- a. Petitioner shall pay the dance fees and expenses incurred on behalf of K.S.F.
- b. Petitioner shall pay the monthly cello fees on behalf of B.T.F. in the amount of \$100.
- c. Respondent shall pay the monthly art class fees for B.T.F., M.M.F., and W.S.F.

20. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e., registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. Curbside Transportation for the Children. The parties will utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent will provide the transportation unless otherwise mutually agreed upon. If the exchange happens at the residence, the parties shall have a curbside exchange.

22. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent will be with the child by 7 p.m.

23. Exchange of Children's Items. In the event that the children need items exchanged and the children are not with the parent, the parent with the items shall be able to

leave the item on the other parent's doorstep. The parent delivering the item shall text the other parent that the items were delivered and the parent receiving the items shall notify the other parent that they received them.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

24. Child Support. Child Support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq.* The Joint Physical Custody Worksheet was used for the purposes of calculating child support, with Mother having 220 overnights and Father having 145 overnights. Child support shall commence November 1, 2021. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

25. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212. The Petitioner is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall 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. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the

remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

26. Childcare Expenses. The parties shall adopt Utah Code Annotated §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

27. Dependency Exemption. The parties will share the dependency exemption for the minor children as follows:

a. While there are four minor children, each party will receive two children as an exemption. Mother shall claim the two oldest children and Father shall claim the 2 youngest children.

b. While there are three minor children, the parties will alternate the dependency exemption for the minor children. The Mother will claim 2 oldest children in odd-numbered tax years and the oldest child in even-numbered tax years and the Father will claim 2 youngest children in even-numbered years and youngest child in odd-numbered tax years.

c. While there are two minor children, the parties will each receive one child as a dependency exemption. Mother will claim the oldest child and Father will claim the youngest child.

d. When there is only one minor child, the parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption for even-numbered tax years.

e. The Petitioner is entitled to claim the dependency exemptions indicated herein as long as (s)he is current on his child support obligation by December 31st of any tax year.

28. Real Property.

- a. The marital property located at 6579 Church View Dr., West Jordan, UT 84081 will be awarded to the Respondent with all debts and liabilities commencing on November 1, 2021. The Respondent shall hold the other party harmless on all debts and liabilities associated with the home. The Respondent will refinance the home within 10 years. If the refinance does not occur, the parties agree to immediately put the home for sale. Upon refinance or the sale of the home at a reasonable market value price, Respondent will pay 50% equity in the home to the Petitioner with the value of the home and equity established at the time of the sale, or refinance.
- b. Petitioner shall pay all debt (Mortgage, HELOC, and Undocumented loan from Petitioner's mother) on the marital residence for a period of up to 10 years, which payment shall be considered as alimony as described in more detail below.

- c. Respondent shall be responsible to pay all utilities on the marital residence so long as it is in her sole possession. In the event the marital home needs necessary or required repairs more than \$500, the parties shall split the cost of the repair. For example, roof repair, flood, pipe burst, etc.
- d. Should Respondent remarry or cohabit and continue to reside in the marital home, Respondent shall be obligated to refinance the mortgage in her name within 180 days of her marriage or cohabitation. Petitioner shall remain responsible for the entirety of the HELOC.
- e. Should Respondent elect to move before the end of the 10-year period described above, Petitioner shall have the option to obtain possession and control of the marital residence and shall have an appraisal conducted, by an appraiser of Respondent's choosing, within 30 days of obtaining possession of the home. Respondent shall be entitled to an equal portion of the equity in the marital residence pursuant to the appraisal conducted. Petitioner shall have 90 days to pay Respondent her portion of her equity.
- f. In the event Petitioner does not desire to possess the marital residence after Respondent's decision to move, the parties shall immediately (within 30 days of Respondent leaving the residence) place the residence for sell, using a mutually agreeable realtor. The parties shall mutually agree on a listing price and any subsequent reductions or increases in the price. Both parties shall be entailed to review all offers and shall mutually agree on whether to accept or reject any offer.

If they do not agree, they shall follow the advice of the chose real estate agent. The parties will equally share any equity or liability associated with the sale of the home. When the home sells, the proceeds of the sale shall be applied as follows:

- i. First, to pay expenses of sale;
- ii. Second, to retire the mortgage on the home;
- iii. Third, to give Respondent half of any remaining balance;
- iv. Fourth, to pay of HELOC;
- v. Fifth, the balance remaining to Petitioner.

- g. Petitioner shall repay the \$30,000 loan owed to Laurie Foutz from his portion of the equity proceeds under any of the sale or refinance scenarios above.
- h. By the 5th of each month, Petitioner shall provide proof of mortgage payment(s) to Respondent.

29. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2010 Suburban	Respondent
Subaru	Petitioner

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

b. Petitioner shall have 30 days to retrieve any of the items awarded to him.

In the event he fails to pick up any of his items, Respondent may do as she desires with the items.

30. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
HELOC	Petitioner
Laurie Foutz (Loan)	Petitioner
Chapter 13 payment plan in the amount of \$645 per month	Petitioner
Payment of the medical expense debt due and owing from the medical treatment of KSF in the amount of \$6,600, in the amount of approximately \$550 per month (payment plan yet to be finalized).	Petitioner
Payment of 2 nd Mortgage/HELOC which has a monthly payment of \$375	Petitioner

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is

not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

31. Checking And Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. Any joint accounts shall be closed within 14 days of the stipulation and split equally between the parties.

32. Retirement Accounts: The parties shall equally divide the marital portion of all retirement, pension, 401k, and IRA, and will divide the amount with each receiving $\frac{1}{2}$ of the marital portion as defined by the Woodward formula, plus gains and losses. The parties shall equally split the cost associated with splitting the accounts, if any. This shall include the preparation of the QDRO.

33. Life Insurance. The Petitioner will continue to carry life insurance on his life in the face amount of \$1,000,000 with Horace Mann Insurance (Policy #0525201570) until such time as the parties' minor children reaches the age of eighteen (18). During such period, Father will name the children as beneficiaries and the Mother, as long as there is an alimony obligation, for the said life insurance policies. The Father shall provide proof by February 1 of every year that the policy is in full force and effect.

34. Name: Respondent will have the option of restoring her name to Prigmore.

35. Alimony: Petitioner shall pay the monthly mortgage, the 2nd mortgage/HELOC, including escrow amounts for taxes, insurance, and such other items as may be required while Respondent resides at the marital residence and the financing is in Petitioner's name. These mortgage payments (referenced above) shall be made in lieu of alimony. When Respondent moves from the marital residence, beginning the month following her move, Petitioner shall pay Respondent \$3,000 per month for a period of 10 years. After such time, Respondent shall be entitled to receive alimony in the amount of \$1,500 for an additional 8 years. Respondent's right to receive alimony may be terminated sooner upon her death, marriage, or cohabitation.

36. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

37. Full Disclosure: The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

38. Attorney's Fees and Costs: Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action. Should either party breach the terms of the Decree of Divorce, the nonbreaching party shall be entitled to recover their attorney's fees and costs associated with the enforcement of the breaching party's obligations hereunder.

FINAL ORDER OF THE COURT

This is the final order and judgment of the Court resolving this matter as to all parties, all claims, and the issue of attorney fees and costs.

---END OF ORDER---

Signature Appears at the Top of the First Page

Approved as to Form:

/s/ Elenia Cozean

Elenia Cozean
Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of February 2022, I filed a true and correct copy of the foregoing document with the Clerk of the Court using the electronic filing system which sent notice electronically to:

Elenia Cozean
JR Law Group
ecozean@jrlawgroup.com
Attorneys for Respondent

/s/ Shellee Timmreck

Paralegal