

The Order of the Court is stated below:

Dated: January 30, 2023
07:05:12 PM

/s/ DIANNA GIBSON
District Court Judge



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IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

<p>In the Matter of the Marriage of:</p> <p>TIFFANY BROOK WRIGHT, Petitioner,</p> <p>and</p> <p>FRANKLIN CLARK WRIGHT, Respondent.</p>	<p>DECREE OF DIVORCE</p> <p>Case No. 214904282</p> <p>Judge: Dianna Gibson Commissioner: Russell Minas</p>
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The above-entitled matter came before the Court as a stipulated divorce. Pursuant to Utah Code Ann. 30-3-4, Petitioner submitted a *Declaration* in which Jurisdiction and Grounds for Divorce were established. The parties' *Stipulation*, which resolves all issues in this matter, is on file with the Court. The Court, having found and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, and for good cause appearing, it is hereby Ordered, Adjudged and Decreed:

DECREE OF DIVORCE

1. **JURISDICTION AND VENUE:** The parties are bona fide and actual residents of Salt Lake County, State of Utah and have been so for at least 90 days prior to the filing of this action. Jurisdiction and venue are appropriate in Salt Lake County, State of Utah.

2. **MARRIAGE STATISTICS:** The parties were married on September 5, 2009 in Sandy, Utah and are presently married.

3. **SEPARATION:** The parties separated on or about July 31, 2021.

4. **GROUND:** During the course of the parties' marriage, they experienced irreconcilable differences which make the continuation of their marriage impossible. A divorce is granted on these grounds.

5. **PUBLIC ASSISTANCE:** Neither party has applied for or received public assistance, as defined by Utah Code 62A-11-303(2), thus the State of Utah, Department of Social Services Office of Recovery Services is not joined as a party to this action as set forth under Utah Code 78B-12-113.

6. **MILITARY SERVICE:** Neither party is a member of any branch of the United States Military or Guard or Reserve component of any branch of the United States military.

7. **MINOR CHILDREN:** The parties have three minor children born as issue of this marriage, namely: B.W., born May, 2011; W.W., born May, 2013; and F.W., born October, 2017. No other children are expected.

8. **JURISDICTION OF MINOR CHILDREN:** The parties' minor children are bona fide and actual residents of Salt Lake County, State of Utah pursuant to the UCCJA.

9. **CUSTODY AND PARENT-TIME:** Petitioner is awarded sole physical and legal custody of the parties' minor children. Respondent's current parent-time will be supervised as dictated by the December 12, 2022 Order of the Court until such time as Respondent can provide proof of at least six (6) months of sobriety subject to the parent-time guidelines set forth below.

10. **PARENT-TIME AFTER SIX MONTHS OF SOBRIETY:** Respondent is awarded parent-time pursuant to Utah Code 30-3-35. Initially, parent-time will be supervised until such time as Respondent provides verification of at least six (6) months of sobriety as defined in ¶13 below, at which time the parent-time will no longer be supervised. If there is a relapse, the parent-time will revert back to parent-time as dictated by the December 12, 2022 Order.

11. **PARENT-TIME AFTER TWELVE MONTHS OF SOBRIETY:** In the event that Respondent has twelve (12) months of sobriety, as defined in ¶13 below, the parties will return to mediation to discuss potentially expanding Respondent's parent-time.

12. **VIRTUAL PARENT-TIME:** Respondent is entitled to liberal virtual parent-time with the minor children as the parties agree. The minor children are entitled to contact either of the parties at their discretion, subject to the reasonable phone-usage rules of each parties' home.

13. **URINALYSIS AND DRUG PROVISIONS:** Respondent will continue twice-weekly, random urinalysis drug testing at his sole expense. All tests will be observed, 5-panel tests with methamphetamines and amphetamines as categories tested. Any diluted, missed, or failures to produced will be considered positive. Respondent will sign a release, with a copy provided to Petitioner's counsel, allowing Transmetron to directly provide Frank and

Tiffany's counsel all testing results. Frank will also sign a release so that Tiffany and/or her counsel can speak with the testing facility should any issues or concerns arise relating to the testing or Frank's sobriety.

14. If Tiffany has a reasonable belief that Frank has used an illicit substance or is abusing prescription medication, Tiffany may request Frank to submit to a 5-panel observed urinalysis drug test as per the Court's December 12, 2022 Order. In the event that the test requested is clean, Tiffany will reimburse Frank for the cost of said test.

15. **COMMUNICATION:** Except in the event of an emergency, the parties will communicate via email or text message regarding parent-time and issues relative to the minor children's welfare. In the event of an emergency regarding the health or well-being of a minor child of the parties, each party will communicate with the other as expeditiously as possible using the most efficient means possible.

16. The parties will notify each other, by text or email, in a polite and constructive manner, of any school programs, extracurricular events in the lives of the minor child or in the life of either parent that may inadvertently conflict with the visitation schedule.

17. **ILLICIT DRUG USE RESTRAINING ORDER:** A restraining order is entered enjoining Frank from consuming illegal drugs or non-prescribed drugs. Frank is restrained from consuming alcohol when the minor children are in his care and from allowing the minor children to be in the presence of any other person who Frank suspects or has reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed drugs. Both parties are restrained

from operating a vehicle under the influence of any alcohol or substance when a minor child of the parties is a passenger.

18. **MUTUAL RESTRAINING ORDER:** A mutual restraining order is entered enjoining each party from threatening, harassing, bothering, or annoying the other party, or from making disparaging comments about the other party, or permitting a third-party, including family members, from making disparaging comments about the other party, to or in the presence of a minor child of the parties and the parties will immediately remove the children from any such situation.

19. A mutual restraining order is entered enjoining each party from discussing the issues of this divorce action or the terms of this Agreement with or in the presence of a minor child of the parties or from allowing third parties to do the same parties and the parties will immediately remove the children from any such situation.

20. A mutual restraining order is entered enjoining each party from using a minor child of the parties as a messenger for any purpose.

21. The parties' communications will be professional, civil, and free from any derogatory statements, threats, disparagement, or name-calling.

22. The parties will be respectful and supportive of the other party's role as a parent and of the rules of the court.

23. **CHILD SUPPORT AND RELATED PROVISIONS:** Child support will continue pursuant to the Court Order dated December 12, 2022 and Frank will continue to pay Tiffany \$3,424 per month, on or before the 5th day of each month. Parties will exchange their

income verification in November, 2023 so that child support is modified to reflect the parties' earnings commencing January 1, 2024 with the acknowledgement that parties could request a court review the income if parties think that one or the other is underemployed.

24. **HEALTH INSURANCE AND EXPENSES:** Healthcare will be governed by Utah Code. As such, pursuant to and in accordance with 78B-12-212 of the Utah Code:

a. The party to whom insurance is available for the minor children at a reasonable cost will maintain health and pay for insurance coverage for the minor children. The parties will equally split the cost of the child's portion of the premiums, copays/deductibles, as long as it remains available at a reasonable cost.

b. The parent providing insurance will provide verification of coverage to the other party by January 31 of each year upon request or if the insurance has changed from the previous year.

c. The parent obtaining the insurance will also notify the other parent of any change in insurance carrier, premium, or benefits within thirty (30) days of the date he or she first knew or should have known of the change.

d. The parties will equally split all reasonable and necessary uninsured health expenses for the children, including medical, dental, orthodontic, optical, counseling, prescriptions, deductibles and co-payments.

e. A parent who incurs uninsured health expenses will provide written verification of the cost and payment to the other parent within thirty (30) days. The other parent's one-half payment will then be due within thirty (30) days after receipt.

f. The parties will cooperate in exchanging all claims forms and statements in order to coordinate the payment of all health expenses. Pursuant to Section 78B-12-212, Utah Code Annotated, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.

25. **SURROGATE CARE:** If work-related surrogate care becomes necessary, the costs of that care will be equally divided between the parties. The party securing daycare will provide the other parent with the name, address and telephone number of any daycare provider. Each party will pay their one-half obligation of any daycare expenses directly to the provider within fifteen days of proof of the expense, with notice of payment to the other.

26. Subject to the paragraphs herein, each party has the right of first refusal to have the children when the other parent cannot have the child for whatever reason for any time period longer than six (6) hours. The party exercising the right of first refusal is responsible for any and all transportation associated with that parent-time.

27. **EXTRACURRICULARS:** Extracurriculars will be agreed upon by the parties in writing and in advance. If one party cannot afford it the other can sign the children up for the activity at his or her own expense and during his or her parent time only unless the non-paying party agrees that it can interfere with his or her parent time as well.

28. **REAL PROPERTY:** During the course of the marriage, the parties acquired an interest in real property located at 2726 E. Wasatch Drive, Unit 6 (the "Wasatch Condo") and 2519 E. 1300 S. (the "1300 South Home").

THE WASATCH CONDO

29. A Listing Agreement has been signed on Wasatch Condo. Frank's obligations as to facilitating the sale are dictated by the December 12, 2022 Order. Neither party will unreasonably withhold his or her consent to the ultimate terms of sale. Each party will timely complete any forms and documents necessary to complete the sale of the home. Frank will ensure that the condo is current on the HOA, mortgage payments, insurance, and property taxes (Frank's Ordered obligations) congruent with the December 12, 2022 Order so that the condo is not in foreclosure at the time of the sale and any unpaid mortgage payments, HOA fees, plus fees associated with the lack of payment at the time of closing will be deducted from Frank's 50% net equity portion pursuant to the terms in the paragraph below.

30. The parties agree proceeds from the sale of the Wasatch Condo will be distributed as follows:

a. All property taxes, realtor costs and fees, sales costs and fees, and mortgages encumbering the properties will first be paid from the proceeds of the sale of the property;

b. Thereafter, a check will be issued from the escrow company to pay off any marital taxes owing for tax years 2017 (approximately \$11,749), 2020 (approximately \$22,303), and 2021 (approximately \$20,000) plus late fees etc., (if any);

c. Thereafter multiple checks will be issued to the following debtors which balance reflects the amount owing at the time of separation:

i. American Express 3007 with an approximate balance of \$3007;

- ii. Chase 1 8436 with an approximate balance of \$506;
- iii. Chase 2 6772 with an approximate balance of \$700;
- iv. Bank of America 1225 with an approximate balance of \$50;
- v. American Express ending in 4006 in the amount of \$794;
- vi. Capital One ending in 0478 in the amount of \$6,800.

d. Thereafter the net will be divided equally between the parties deducting one half of whatever was paid out to past owing mortgage, insurance, property taxes and HOA obligations (aka Frank's Ordered Obligations) from Frank's one-half portion of the net equity and adding it to Tiffany's one half portion of the net equity. See the following illustrative table as an example:

Hypothetical Number 1 if Frank owes nothing further on past owing mortgage, insurance, property taxes and HOA obligations	\$350,000.00	\$175,000.00 (each would receive 175,000)
	if the net equity is:	
Hypothetical Number 2 If Frank is not current on past mortgage, insurance, property taxes and HOA obligations (Frank's Ordered Obligations)	\$350,000.00	
example if \$50,000 was deducted at closing for Frank's past owing obligations	\$(50,000.00)	and if this amount is deducted from the top, prior to the division of the net equity
Net equity	\$300,000.00	then the total divisible equity is now only \$300,000 because \$50,000 is taken out due to

		Frank's failure to pay obligations ordered by court.
	Frank	Tiffany
so each would get \$150,000 but an additional \$25,000 would be added to Tiffany's side and deducted from Frank's side so she can be made whole and still receive one half of the net equity regardless of whether Frank has past owing mortgages etc.	\$150,000.00	\$150,000.00
deduction from Frank and added to Tiffany	\$(25,000.00)	\$25,000.00
The goal is to make Tiffany whole by insuring she does not participate in paying any of Frank's Ordered obligations referred to herein.	\$125,000.00	\$175,000.00

1 SOUTH HOME:

31. As to the 1300 S Home, the parties agreed that the value of the property is \$900,000. The mortgage owed is \$378,069.12. Frank's one-half portion of the equity is approximately \$260,965.50 from which a deduction of \$152,495.00 will be taken leaving Tiffany with a buy out obligation of \$108,470.50 (hereinafter "Frank's net equity property settlement"). The deduction of \$152,495 accounts for any and all outstanding financial claims one against the other in the marital estate; child support arrears; medical arrears; medical premium arrears; offsets in personal property; offsets in premarital contributions; offsets in any and all alimony obligations arrears and future; offsets for extracurricular activities; offsets for attorney's fees

awarded by the court; and offsets on the entirety of the marital estate and hereby will resolve any and all financial issues and claims one against the other with the exception of Frank's one-half portion of back owing school tuition for the Minor Child.

32. All arrears are paid through January 31, 2023 with the exception of Frank's one-half school tuition owing for the Minor Child for which Frank will directly pay or arrange payments on or before the close of business on January 23, 2023 and will hold Tiffany harmless and indemnify Tiffany in the event of any legal action against Tiffany including reasonable attorney's fees.

33. Within 60 days of the Wasatch Drive Condo closing, Tiffany will refinance the home to her sole and separate name and assuming sole responsibility for the payment of any new mortgage or debt encumbering the home. Tiffany will pay Frank his net equity property settlement of \$108,470.50 concurrently with the refinance of the home and Frank will relinquish any and all claims against the 1300 South home. Frank will execute a Quitclaim deed transferring the property to Tiffany solely concurrently with any refinance, before the refinance if the mortgage company so requires or upon payment of Frank's net equity.

34. **VEHICLES:** Each party will keep the vehicle in his or her current possession subject to any and all debts associated therewith and will hold the other harmless therefrom. Tiffany is awarded the Chevy Tahoe and Frank is awarded the Audi Q.

35. **ALIMONY:** Within the financial settlement and deduction from the 1300 South marital residence there was a lump sum alimony payment made as a property settlement and

therefore any and all issues related to alimony are hereby fully resolved. Alimony will be forever waived.

36. **RETIREMENT ACCOUNTS:** Frank acquired a 401(k) during the course of the marriage. The value of the 401(k) as of December 31, 2022 is \$104,564.47. The 401(k) will be equally divided by a Qualified Domestic Relations Order prepared by counsel for Petitioner with each party receiving 50% of the \$104,564.47 plus or minus regular gains and losses in the market through date of the issuance of Decree of Divorce.

37. **TAX DEPENDENCY DEDUCTIONS/TAX FILINGS:** The parties will file Federal and State tax returns in 2022 with the parties to equally split any refund or tax deficiency. Thereafter, in odd-numbered years, Petitioner will claim the two older children as dependents and Respondent will claim the youngest. In even-numbered years, commencing in 2024, Respondent will claim the two eldest children and Petitioner will claim the youngest. Once the eldest child emancipates, the parties will each claim one dependency deduction, with Petitioner claiming the youngest child. Once the second eldest child emancipates, Petitioner will claim the youngest child in the next filing year and the parties will alternate years until there is no dependency deduction available. The party that is the obligor on child support will only be able to claim their tax dependency deductions if current on their child support obligation by December 31 of each year.

38. **PERSONAL PROPERTY:** All personal property acquired during the course of the parties' marriage has been divided to each parties' satisfaction and no further personal property division is required.

39. **FINANCIAL ACCOUNTS:** Each party is awarded the financial accounts that are in their own names.

40. **DEBTS:** Each party is solely responsible to pay any debts he or she individually incurred and are solely in their respective names, and any debt he or she incurred post-separation and/or the filing of this case.

a. **NOTIFICATION TO CREDITORS:** Pursuant to Utah Code 15-4-6.5, the parties will each notify the creditors regarding this division of debts, obligations, or liabilities, and regarding his or her current addresses.

b. **INDEMNITY:** Each party will indemnify and hold the other party harmless in all debts and obligations he or she is awarded.

41. **MAIDEN NAME:** Petitioner is restored her maiden name, McCray, if she so chooses.

42. **DUTY TO SIGN:** Pursuant to Utah Rules of Civil Procedure 70, the parties will sign all documents necessary to comply with the Divorce Decree within 60 days from the entry of the Decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document.

43. **ATTORNEY FEES:** Each party will bear their own attorney's fees and costs.

MISCELLANEOUS

44. The provisions regarding the domestic relations injunction will remain in full force and effect until modified by the Court or agreement of the parties.

45. Unless otherwise provided by law, references to statutes or other applicable laws in this Agreement are to the statutes and laws in effect on the date of the execution of this Agreement. If the parties execute the Agreement on different dates, then the earliest date will govern for statutory application and interpretation.

Approved as to form:

/s/ Harini Venkatesan

By Joseph F. Orifici with emailed permission of:

Harini Venkatesan

Attorney for Franklin C. Wright

- END OF ORDER -

In accordance with the Utah State District Courts E-filing Standard o. 4, and URCP Rule 10(e), 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 executed by the court.

CERTIFICATE OF MAILING

I hereby certify that on the 25th day of January, 2023, I e-filed a true and correct copy of the foregoing **Decree of Divorce** addressed as follows:

Harini Venkatesan
harini@l2law.com
Attorney for Franklin C. Wright

/s/Amanda Riter
Amanda Riter, Legal Assistant