



N. ADAM CALDWELL, ESQ. Bar #9002
CHANTELLE M. PETERSEN, ESQ, Bar #16134
SNOW CALDWELL BECKSTROM & WILBANKS, PLLC
Counsel for Petitioner
253 W. St. George Boulevard., Ste.
100 St. George, UT 84770
(435) 656-1900 phone
adam@scbwlaw.com
cpetersen@scblaw.com

**IN THE FIFTH JUDICIAL DISTRICT COURT
WASHINGTON COUNTY, STATE OF UTAH**

KRISTEN WHITNEY LEANY,

Petitioner,

vs.

ANDREW P. LEANY,

Respondent.

DECREE OF DIVORCE

Case No.: 224500269

Judge: Eric A. Ludlow

This matter came before the Court pursuant to the parties' Settlement Agreement. This Court, having reviewed the pleadings, and having entered its Findings of Fact and Conclusions of Law, it is hereby Ordered, Adjudged, and Decreed as follows:

1. **Residency.** Petitioner is a bona fide resident of Washington County, State of Utah, and has been for at least three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on August 15, 1998, in St. George, Utah, and are presently married. The parties separated on or about January 1, 2022.

3. Divorce. The parties are Divorced on the grounds of irreconcilable differences.

4. Children. The parties are the parents of two minor children: K.L., born March 2006; and C.L., born August 2008.

5. Custody. The parties are awarded joint legal and joint physical custody of the parties' minor child. The schedule for parent-time should be as agreed by the parties. In the event the parties cannot agree on a parent-time schedule, the parties shall follow a 2/2/3 parent-time schedule, as described below. The Respondent shall be entitled to exercise parent time on Mondays and Tuesdays of each week. The Petitioner shall be entitled to exercise parent time on Wednesdays and Thursdays of each week. If either party moves further than 150 miles away from the other party, the parties should comply with Section 30-3-37, U.C.A. The advisory guidelines in Section 30-3-33, U.C.A., should govern all parent-time arrangements between the parents.

6. Holidays. The parents shall follow, with several amendments, Utah Code §30-3-35 for the holiday schedule with Respondent being designated

as the custodial parent for purposes of following the holiday schedule only.

The holiday schedule preempts other parent-time. At the election of the parent exercising the holiday, if school is in session the parent shall be entitled to pick up the child from school when regularly dismissed on the day commencing the period.

Utah Holidays According to Utah Code 30-3-35

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday 6 p.m. on the Friday before holiday until school on the day following the holiday.
Father	Mother	President's Day 6 p.m. on the Friday before holiday until school on the day following the holiday.
Mother	Father	Spring Break from 6 p.m. on the day school lets out until school on the day following the holiday.
Father	Mother	Memorial Day on Friday at 6 p.m. until school on the day following the holiday.
Mother	Father	July 4th 6 p.m. day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 6 p.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day 6 p.m. on Friday until school on the day following the holiday.
Father	Mother	Columbus Day 6 p.m. on day before holiday until school on the day following the holiday.
Mother	Father	Fall Break 6p.m. on the day school lets out until school on the day following the holiday.
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 6 p.m. on day before holiday until school on the day following the holiday.
Mother	Father	Thanksgiving 7 p.m. on Wednesday until school on the day following the holiday.
Father	Father	First Portion of Christmas Vacation, from 6 p.m. on the day school lets out for break until Christmas Eve at 6 p.m.
Mother	Mother	Second Portion of Christmas Vacation, beginning 6 p.m. on Christmas

		Eve until 9 a.m. on the day the regular school session resumes.
Mother	Father	Child's actual birthday 9 a.m. to 3 p.m.
Father	Mother	Child's actual birthday 3 p.m. to 9 p.m.
Father	Father	Father's Day 9:00 a.m. to 7:00 p.m.
Mother	Mother	Mother's Day 9:00 a.m. to 7:00 p.m.

7. Parenting Plan. The parties shall abide by the following Parenting Plan:

a. The parents are responsible for making joint decisions on major parenting issues including those regarding their child's education, medical care, dental care, religious upbringing, and counseling. The parents will consult together regarding major parenting issues and will do their best to agree on a solution that meets the best interest of the child. If they reach an impasse, the parties shall attend mediation prior to seeking the Court's intervention.

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

- c. The parents will equally share the transportation for parent-time. The parent who is the receiving parent will provide the transportation unless otherwise mutually agreed upon. A stepparent, grandparent, or other responsible adult designated by the parent may pick up the child if the other parent is aware of the identity of the individual.
- d. Both parties shall have access to the child's school, church, and other records and will include the other party as the parent on such records. The parties will notify one another of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parties should be entitled to attend and participate fully;
- e. The parties will provide each other with the names and contact information of teachers and other professionals who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;
- f. The parties will notify the other parent of major injury or illness of the child as soon as reasonably possible;
- g. The parties will notify the other parent of any change of address or contact information within 24 hours of the change;

- h. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule;
- i. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, medical and dental appointments, graduations, etc., so that each party will have the option of attending.
- j. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the child;
- k. Father and Mother are restrained from speaking derogatorily about the other parent or speaking to the minor child about the issues in this case, from attempting to influence a child's preference regarding custody or parent time, or from doing anything that would tend to diminish the love and affection of the child for the other parent. The parents should not allow third parties to do what they themselves are prohibited from doing under this paragraph or must remove the child from such circumstances;

l. If a party fails to comply with a provision of this parenting plan, the other party's obligations under the parenting plan will not be affected.

8. Child Support.

a. The Father currently owns and operates by A+ Enterprises, LLC. The parties stipulate that the Father's gross monthly income is \$5,000.00. The Mother is currently employed by Desert Sky Medical. The parties stipulate that the Mother's gross monthly income is \$5,000.00. The parties are capable of providing the necessary care and support for the minor children while they are in his or her custody; therefore, no amount of child support should be ordered.

b. Under Utah Code § 78B-12-210, the parties have a right to modify this child support order consistent with the provisions of said statute.

9. Child Care Expenses. Each parent shall equally share any and all child care expenses in accordance with Utah Code § 78B-12-214.
10. Child Health Care Coverage. In accordance with Utah Code § 78B-12-212, health care coverage for the medical expenses of a minor child shall be provided by the parents and insurance will be provided by a parent if it is available to that parent at a reasonable cost. The Petitioner currently insures the minor children through a health insurance policy owned by the Petitioner. Thus, if both parties obtain insurance coverage for the minor child, Petitioner's insurance shall be primary and Respondent's insurance shall be secondary.

- a. Both Mother and Father shall be responsible for all out-of-pocket costs of the health insurance premiums attributable to the minor child, calculated consistent with the provisions of Utah Code Ann. § 78B-12-212. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. However, if both parties provide insurance for the minor child, each party shall be responsible for the out of pocket costs associated with

his or her own plan. If the parent does not have insurance but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

b. Each parent shall share equally all reasonable and necessary uninsured and unreimbursed medical, dental, orthodontic, and vision expenses incurred for the dependent child, including deductibles and copayments.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent 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.

d. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification for any expense

\$200.00 of less. For expenses more than \$200.00, the parties shall make arrangement to reimburse the party's share within a reasonable time frame.

e. 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 parent fails to comply with subpart (d) and (e) above.

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father will be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is 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 will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

11. Child Tax Benefit. The parties are awarded the right to claim the minor children on his or her respective taxes. Respondent shall be entitled to claim the benefit attributed to K.L, and Petitioner shall be entitled to claim the benefit attributed to C.L. Once there is only one (1) minor child, the parties will alternate tax years, with Petitioner claiming the first year, and Respondent claiming the next year, and so forth.

12. Taxes. For 2021, the parties shall file joint tax returns. Any income tax refund or liability as a result of filing such returns should be the joint property or obligation of the parties, and equally distributed between the parties – except that the Petitioner’s portion shall be capped at \$15,000.00, with the Respondent being responsible for anything above a joint obligation of \$20,000.00. For all tax periods beginning with the year 2022 and thereafter, the parties should file separate tax returns. Any income tax refund or liability as a result of filing such returns should be the sole property or obligation of the party filing the return. Each party should indemnify and hold the other harmless from income taxes, interest, and/or penalties arising from the filing of the separate tax returns.

13. Alimony. Petitioner shall be awarded a sum of no less than \$1,600.00 a month for a period of forty-eight (48) months, beginning on June 15, 2022. Respondent’s payment to Petitioner shall be due on the 15th

of each month and are considered late on the 16th day of each month, unless otherwise agreed-upon by the parties in writing. Alimony shall automatically terminate upon the remarriage or death of Petitioner.

14. Personal Property. During the marriage, the parties acquired certain personal property. The parties are each awarded the personal property that was his or hers exclusively prior to marriage. The parties shall equitably divide their joint personal property between themselves, unless otherwise set forth in the following table or otherwise within this Stipulation.

2022 Lexus Hybrid ES awarded 100% to Petitioner

2016 Ford F-350 awarded 100% to Respondent

Nissan Maxima awarded 100% to the parties' daughter K.L.

Toy Hauler awarded 100% to Respondent

Boat awarded 100% to Petitioner

RZR awarded 100% to Respondent

15. Boat. The parties have a boat loan with US Bank / Northwest RV Marine. The parties owe approximately \$47,985.68, with a monthly minimum payment of \$590.92. While Petitioner is awarded title and possession of the Boat, Respondent shall be entitled to temporarily have the

right to use the Boat (along with the Petitioner) until November 1, 2022, after which Petitioner shall have exclusive use and access of the boat. During this period of temporary access / right to use, Respondent shall be responsible to maintain all loan payments, insurance, costs of maintenance, upkeep, taxes and miscellaneous expenses for the Boat. Respondent shall also be responsible for any damage caused during his usage of the boat.

16. Bank Accounts. During the marriage, the parties acquired certain bank accounts. The parties are each awarded the bank accounts that are in his or her respective name on the date of the Stipulation. All joint accounts of the parties shall be awarded to Respondent, and he shall remove Petitioner's name from said accounts as soon as possible, but no later than 30 days from the entry of the parties' Decree of Divorce. Neither party should do anything to negatively affect or encumber the other party's credit. In exchange from the parties' joint accounts, Respondent shall pay Petitioner a sum of \$25,000.00 within 10 days of entry of the parties' Decree of Divorce. For disclosure purposes, the parties have the following accounts, with the following approximate balances:

Account	A	A
---------	---	---

	p p r o x i m a t e B a l a n c e	w a r d e d
Zions Bank (4686) (Desert Sky Medical)	\$ 2 2 , 7 0 0 .0 0	P e t i t i o n e r
Zions Bank (4694) (Desert Sky Holdings)	\$ 2	P e

	, 3 0 0 .0 0	t i t i o n e r
Zions Bank (3608) (primary checking)	\$ 1 2 , 3 0 0 .0 0	P e t i t i o n e r
Zions Bank Money Market (6664)	\$ 1 , 5 0 0 .0 0	R e s p o n d e n t

US Bank (2343)	\$ 4 , 7 0 0 0 .	Respon d ent
US Bank (5300)	\$ 9 4 1 .	Respon d ent
US Bank (2334)	\$ 4 9 , 9 0 0 0 .	Respon d ent

US Bank Brokerage (3762)	\$ 4 , 9 0 0 0 .	Respon dent
US Bank (9408)	\$ 4 , 9 2 0 0 0 .	Respon dent
Goldenwest Credit Union (6886)	\$ 5 6 . 0 0	Respon dent

17. Real Property. During the marriage, the parties acquired certain real property that shall be awarded and/or distributed between the parties as follows

a. Marital Home. During the course of the marriage, the parties acquired real property located at 2503 E. 2390 S. Circle, St. George, Utah 84790 (“Marital Home”). The home has an estimated value of \$1,017,400, with \$420,000.00 being owed. The Petitioner shall be awarded the Marital Home as her separate property, subject to any and all debt thereon, free and clear of any and all claims of the Respondent. The Petitioner shall either refinance or sell the marital home no later than March 1, 2024. Upon either the refinance or sale, the Respondent shall receive a one-time lump-sum payment of \$150,000.00. While exercising sole possession of the Marital Home, the Petitioner shall maintain all mortgage payments, costs of

maintenance, upkeep, taxes and miscellaneous expenses for the Marital Home until the home is refinanced or sold. If the Petitioner fails to timely make mortgage payments for the Marital home that negatively impact the Respondent's credit, the home shall be immediately listed for sale with a realtor mutually agreed upon by the parties.

Casita – Respondent will remove his remaining items from the casita no later than May 31, 2022.

b. Vegas Property. During the course of the marriage, the parties acquired real property located at 11255 Pierre Milano, Las Vegas, Nevada 89141 ("Vegas Property"). The property has an estimated value of \$427,900.00, with \$120,000.00 being owed. The Petitioner shall be awarded the Vegas Property as her separate property, subject to any and all debt thereon, free and clear of any and all claims of the Respondent. The Petitioner shall either refinance or sell the Vegas Property no later than March 1, 2024. While exercising sole possession of the Vegas Property, the Petitioner shall maintain all mortgage payments, costs of maintenance, upkeep, taxes and miscellaneous expenses for the Vegas Property until the property is refinanced or sold. If the

Petitioner fails to make timely mortgage payments for the Vegas Property that negatively impact the Respondent's credit, the property shall be immediately listed for sale with a realtor mutually agreed upon by the parties.

c. Hurricane Property. During the course of the marriage, the parties acquired real property located at 128 S. 6250 West Hurricane, UT 84737 ("Hurricane Property"). The home has an estimated value of \$439,300.00 with \$120,000.00 being owed. The Respondent shall be awarded the Hurricane Property as his separate property, subject to any and all debt thereon, free and clear of any and all claims of the Petitioner. The Respondent shall refinance the Hurricane Property and remove the Petitioner's name from the mortgage attached to the Hurricane property no later than January 1, 2023. While exercising sole possession of the Hurricane Property, the Respondent shall maintain all mortgage payments, costs of maintenance, upkeep, taxes and miscellaneous expenses for the Hurricane Property until the Petitioner's name is removed from the property's mortgage. If the Respondent fails to make timely mortgage payments for the Hurricane Property that negatively impact

the Petitioner's credit, the property shall be immediately listed for sale with a realtor mutually agreed upon by the parties.

d. Escape at Brianhead. During the course of the marriage, the parties acquired an interest in multiple real properties located at N. Falcon Court ("Escape at Brianhead"). The Respondent shall be awarded the interest in the Escape at Brianhead as his separate property, subject to any and all debt thereon, free and clear of any and all claims of the Petitioner. Respondent shall refinance the interest at the Escape at Brianhead and remove the Petitioner from all liability for the property by no later than January 1, 2023.

e. Desert Sky Medical. During the course of the marriage, the parties acquired real property located at 840 Pinnacle Court, Mesquite, Nevada 89027 ("Desert Sky Medical"). The Petitioner shall be awarded the real property associated with Desert Sky Medical as her separate property, subject to any and all debt thereon, free and clear of any and all claims of the Respondent. The Petitioner shall either refinance or sell the property associated with Desert Sky Medical no later than March 1, 2024. While exercising sole possession of the Desert Sky Medical, the Petitioner shall maintain all mortgage payments, costs of maintenance, upkeep, taxes and

miscellaneous expenses for the Vegas Property until the property is refinanced or sold. If the Petitioner fails to make timely mortgage payments for Desert Sky Medical that negatively impact the Respondent's credit, the property shall be immediately listed for sale with a realtor mutually agreed upon by the parties.

f. Default on Payments. In the event that one party becomes behind, or defaults, on a joint obligation, the other party may pay that payment or make the account current. However, the party that then brings that account current shall be entitled to reimbursement and may petition the court (if necessary) for the sale of such asset to ensure the obligation is no longer behind and that the other party can then be repaid for any expenses on their end.

18. Business Interest(s). During the Course of the marriage, the parties acquired multiple business interests. Said interests shall be awarded to the parties as follows:

- a. Respondent is awarded all right, title, and interest in and to A- Plus Enterprises, LLC together with all of its holdings and assets, free and clear of any claim from Petitioner. Respondent shall assume any and all debt associated with A- Plus Enterprises, LLC.
- b. Except as otherwise set forth in paragraph 17(e) of this Stipulation, Petitioner is awarded all right, title, and interest in and to Desert Sky Medical, together with all of its holdings and assets, free and clear of any claim from Respondent. Petitioner shall assume any and all debt associated with Desert Sky Medical.

19. Debts. Petitioner and Respondent shall assume, discharge and hold each other harmless from any obligations or liabilities incurred in his or her own name prior to and during the marriage or since the parties' separation on or about January 1, 2022, and for all debts or obligations related to or associated with the property awarded to each of them.

20. Neither party will incur any additional liability on any joint credit cards or accounts.

- a. The party assuming a debt must maintain at least the minimum monthly payment on each debt in joint names.
- b. Each party will use their best efforts to refinance and close any joint debt accounts to remove the other party's name from the debt within 18 months.
- c. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and divided herein, the person who incurred the debt will be solely responsible for the payment thereof and should indemnify and hold the other party harmless therefrom.

21. Creditors. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.

22. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

23. Retirement. The parties shall each be awarded the funds in the retirement and/or retirement-type accounts held in his or her name respectively as his or her sole and separate property, free and clear of any and all claim of the other party. The parties warrant and represent that the parties have the following retirement accounts:

- a. IRA (Andrew Leany) #17910742 (492049)
\$45,582.00
- b. Roth IRA (Andrew Leany) #68385575 (489458)
\$8,137.00
- c. Roth IRA (Kristen Leany) #54103697 (489454)
\$17,575.00
- d. IRA (Kristen Leany) #69444047 (489297)
\$83,895.00

24. Attorney Fees and Litigation Costs. Each party shall be responsible for his or her own litigation costs and fees.

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

26. Signing of Documents. Both parties will sign whatever documents are necessary to transfer title and any other documents that are outlined in this Stipulation or that are necessary to implement this Stipulation. If a timeframe is not specifically set forth above, the documents shall be signed and provided to the other party within 30 days after the decree of divorce is finalized.

27. Dispute Resolution. Except for emergency circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

28. Full Disclosure. Each party agrees that he/she is satisfied with the disclosures that have been made of all income, assets, and liabilities, and that he/she does not require any further disclosure prior to entering into this Stipulation. The property referred to in the Stipulation 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.

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

This Order is Electronically Signed in the Top Right Corner of the First Page

Approved as to Form:

/s/ Peter L. Stack

Peter L. Stack

Counsel for Respondent

**e-signed with permission via email on 06/14/22 at 4:43 pm*