

The Order of the Court is stated below:

Dated: February 24, 2023
10:24:14 AM

/s/ L DOUGLAS HOGAN
District Court Judge



Micah William Scholes // 14778
LOTUSLEGAL
250 E 200 S // 16th Floor
Salt Lake City, UT 84111
(801) 251-6823
m@lotuslegal.co

Attorney for Petitioner

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

In the matter of the marriage of

DECREE OF DIVORCE

WHITNEY MEYER,

Case No: 224901340

Petitioner,

Commissioner: Michelle Tack

and

BRANDON MEYER,

Judge: L. Douglas Hogan

Respondent.

The Petitioner filed her Verified Petition for Decree Divorce on the 9th day of March, 2022. The Respondent filed his Answer and Counter Petition on the 20th day of April, 2022. The parties signed a Stipulation and Property Settlement Agreement on the 7th day of February, 2023. The Court having reviewed the Petitioner's Declaration of Jurisdiction of Grounds in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The Respondent was for more than three (3) months prior to filing this action an actual and bona fide resident of Salt Lake County, State of Utah.
2. This Court has jurisdiction over the parties' claims pursuant to Utah Code Ann. §78A-5-102 and Utah Code Ann. §30-3-1.

GROUND

3. Petitioner and Respondent were married on the 14th day of May, 2011, in Lehi City, Utah County, State of Utah.
4. During the course of the marriage, the parties have encountered irreconcilable differences that make the continuation of the marriage impossible.
5. As a result of the aforesaid grounds, the parties were separated on the 1st day of April, 2021.

DIVORCE ORIENTATION AND EDUCATION FOR PARENTS PROGRAMS

6. The Petitioner and Respondent are required by law to attend the "Divorce Orientation and Education for Parents Programs," and copies of the certificates are on file herein.

CHILD CUSTODY AND PARENT-TIME

7. There have been two (2) children born as issue of this relationship and marriage, to wit: R.R.M., born October 2010; and R.M., born September 2013.

8. The parties' minor children have resided in Salt Lake County for at least six (6) months, and Utah is the home state of the children.

9. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, criminal, protective orders, or delinquency involving the above-named children in juvenile court, or any other court.

10. The Petitioner and Respondent are awarded the joint physical and legal care, custody and control of the minor children with the parties to exercise their parent-time as they may agree. If said parent-time cannot be agreed upon by the parties, parent-time must be determined pursuant to the standard parent-time as outlined in Utah Code Ann. [§30-3-35.2](#), attached hereto and incorporated herein by reference. Petitioner must be designated the custodial parent for statutory holiday purposes only pursuant to Utah Code Ann. §30-3-35.1.

a. Petitioner must have parent-time every Wednesday overnight through Friday morning, delivering the children to school or at 8 am if school is not in session.

b. Respondent may have one additional overnight each month on the first weekend he has parent-time each month, beginning after school on Friday or at 4:00 pm on Friday if school is not in session.

- c. Respondent must have parent-time every Sunday overnight through Wednesday morning, delivering the children to school or at 8 am if school is not in session.
- d. The parties must alternate every other Saturday overnight.
- e. Unless otherwise agreed by the parents in writing, each will be responsible for transportation when beginning their parent-time. The parents will allow the child to drive themselves for parent-time if they have a vehicle, a current license, and a licensed vehicle.

11. The parties must follow the guidelines of the Parenting Plan, attached hereto and incorporated herein as **Exhibit A**.

12. A peace officer is authorized to enforce the ordered parent-time schedule.

13. The parties must follow Utah Code Ann. [§30-3-33](#) regarding all parent-time arrangements, including but not limited to a right of first refusal provision, as parental care is presumed to be better than surrogate care. Each parent must have the first option to provide care for the children over any other third party (i.e., surrogate care) if the parent responsible for the children is not available overnight or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal must (1) provide all transportation to and from parent-time, and (2) provide direct parental care.

14. Pursuant to Utah Code Ann §30-3-36(2), for emergency purposes, whenever a minor child travels overnight with either parent, all of the following must be provided to the other parent in advance: (1) an itinerary of travel

dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

15. In the event either party plans to move 75 miles or more from the residence of the other parent, that party must abide by the provisions of Utah Code Ann. [§30-3-37](#).

SUPPORT PAYMENTS

16. Presently, the Petitioner is employed by Walmart and earns a gross monthly income of \$6594.

17. Presently, the Respondent is employed by Water Chemco and earns a gross monthly income of \$6250 a year.

18. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, the Petitioner must pay Respondent a monthly sum of \$44 effective the month after this Stipulation is signed, as and for child support, Child Support Worksheet attached hereto and incorporated herein as **Exhibit B**, continuing each month thereafter until a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §78B-12-219, at which time child support must be re-computed given the remaining number of minor children.

19. Child support must be modifiable as outlined in Utah Code Ann. §78B-12-210.

20. Each parent must notify the other within thirty (30) days of any 30% or greater change in monthly income.

21. Both parties shall be responsible for one-half of the costs for the extracurricular activities in which the children are currently participating. Both parties shall agree in writing to any new extracurricular activities the children may start. Both parties shall be responsible for one-half of the costs for the extracurricular activities. If both parties do not agree to a new extracurricular activity, the party incurring the expense shall be responsible for the whole amount of the extracurricular activity. A party incurring extracurricular activity expenses on behalf of the minor child shall provide written verification of the cost and payment of expenses to the other party within thirty (30) days of payment. The other party shall make their portion of those payments or make arrangements to do so within thirty (30) days of receipt of the documentation supporting required participation.

22. Pursuant to Utah Code Ann. §78B-12-212, the parties must work together to provide health care coverage, including medical, hospital, and dental insurance for the minor children if available at a reasonable cost or if it becomes available and is at a reasonable cost. Each party must equally share the out-of-pocket costs of the premium actually paid by a party for the children's portion of insurance. If at any time the children are dual covered by both parents' insurance, each party must instead be responsible for their own insurance premiums in total.

23. In the event any payment collection and/or income withholding through the Office of Recovery Services takes place, the parties must provide written verification of insurance enrollment, medical, and dental insurance premiums, as well as any change in coverage or premiums to ORS within thirty (30) days. No credit shall be given unless and until verification is provided.

24. Any reasonable and necessary uninsured and unreimbursed out-of-pocket medical and dental expenses incurred for the minor children must be equally shared between the parties, including but not limited to co-payments, co-insurance, deductibles, mental healthcare, dental, orthodontic, and optical expenses.

25. A party who incurs qualifying medical expenses must provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent must reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance must provide verification of coverage to the other party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.

26. Both parties must notify the other party of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change. A party incurring medical 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 repayment of the expenses.

27. Pursuant to Utah Code Ann. §15-4-6.7, each party must elect for dental, medical, and school fees to be created in separate accounts prior to service being initiated.

REAL PROPERTY

28. During the course of the marriage, the parties have acquired real property located at 12071 South 2100 West, Riverton, Utah 84065 ("Property"). The parties must put the Property on the real estate market to be sold no later than by May 15, 2023. The Respondent will provide a list of three real estate agents to the Petitioner and she must choose amongst them within fourteen (14) days of receipt.

29. Until the Property is sold, the Petitioner is awarded the exclusive use and possession of the Property and must be solely responsible for all debts associated with the Property, including mortgage payment, utilities, and other related expenses. Once the Property has been sold, the equity from the Property must immediately be equally divided between the parties, with the modification that the Respondent shall receive his share of the Petitioner's retirement, as outlined herein, from the Petitioner's share of the equity.

PERSONAL PROPERTY

30. The personal property of the parties has already been divided and each party is awarded the property presently in his/her possession.

31. Each party must remove the other party's name from any current vehicle insurance policy within one (1) week of entry of Decree (if any such policy exists).

32. Each party must remove the other party's name from any current vehicle's title and/or loan within thirty (30) days of entry of Decree (if any such shared title or loan exists).

33. The parties must duplicate any desired family pictures and videos so that each party has a copy. The parties must share the costs of duplication equally.

34. All property and all property rights which may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources must be awarded to the party from whose family/parents it came.

35. Upon entry of Decree, the parties must execute all documents necessary to transfer any awarded property into the other party's name within thirty (30) days of entry of Decree.

36. If any personal property disputes arise after the Decree has been entered, the parties must participate in mediation within ninety (90) days of the dispute arising to come to a resolution between them regarding the division of the disputed property, with the cost of said mediation to be equally borne by the parties.

DEBTS AND OBLIGATIONS

37. During the course of the marriage, the parties acquired debts, liabilities, and obligations to third parties. Each party must be responsible for the debts incurred in his/her own name.

38. The responsible party must indemnify and hold the non-responsible party harmless on any debt, liability, or obligation associated with the debt.

NOTICE TO CREDITORS

39. Pursuant to Utah Code Ann §§15-4-6.5, 30-2-5 and 30-3-5(1)(c) (1953 as amended), the parties must provide a copy of their Decree of Divorce to all joint creditors for any outstanding debts, obligations, or liabilities that are included in their Decree of Divorce.

40. Therefore, each party must:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.
- d. Provide written proof of the above actions for each account in question to the other party within sixty days of the Decree being entered.

ALIMONY

41. The parties are both physically capable of supporting themselves and alimony must not be awarded to either party.

STOCKS, BONDS, RETIREMENT, AND PENSION-RELATED ASSETS

42. During the course of the marriage, the parties acquired an interest in stocks, bonds, mutual funds, cryptocurrencies, retirement and/or pension-related assets, all of which should be divided equally, and shall be divided/offset at the time of the sale of the real property, as outlined herein. The Woodard Formula must be used if and as applicable.

HEALTH INSURANCE

43. Each party must be responsible for their own health insurance throughout the divorce proceedings and after the Decree of Divorce has been entered.

TAX FILING

44. Unless already filed, the parties must work together to file State and Federal taxes for any and all previous tax years in such a manner that gives them the greatest refund and/or the smallest liability. All outstanding tax refunds or liabilities must be divided evenly between the parties. Thereafter, the parties must file separately.

CHILD TAX EXEMPTION, DEDUCTION, AND CREDIT PROVISIONS

45. The parties must each be entitled to claim one (1) of the children for income tax deduction purposes, both State and Federal, each and every year beginning for the tax year 2023, as provided in Utah Code Ann §78B-12-217.

46. When the eldest child has reached the age of majority and can no longer be claimed for income tax deduction purposes, the parties must then alternate the remaining child every other year for income tax deduction purposes, with the Petitioner receiving the tax deduction for the first alternating year.

MUTUAL RESTRAINING ORDERS

47. The following mutual restraints must enter:

- a. The parties must not harass or threaten each other or the children.
- b. The parties must not make disparaging remarks to one another or about one another in the children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether or not one believes it to be true or not.
- c. The parties must not speak with the children about litigation between the parties or the issues of the Divorce.
- d. The parties must not say or do anything that would tend to diminish the love and affection of the children for the other party.
- e. The parties must not attempt to influence a child's preference regarding custody or parent-time.
- f. The parties must not make parent-time arrangements through the children.
- g. When the children are under either party's care, that party has an affirmative duty to use his/her best efforts to prevent third parties from doing what the parties themselves are prohibited from doing per these restraints. In the event any such efforts are unsuccessful, that party must remove the children from the presence of those third parties.

ATTORNEY'S FEES AND COSTS

48. Each party must be responsible for his or her own attorney's fees incurred during the divorce proceedings.

MISCELLANEOUS PROVISIONS

49. If either party owes the other for any qualifying expense as outlined herein, that expense shall be deducted from said party's obligation as an offset against their debt.

50. Each party is ordered to take any action and to execute and deliver to the other party all documents required to implement the provisions of the Decree of Divorce entered by the Court.

51. Petitioner must be entitled to resume use of her maiden name of Zimmerman, should she ever so desire.

52. Prior to the filing of any Petition to change any provision of the Decree resulting from this stipulation, the parties shall attempt to resolve the issue(s) first through mediation.

-- END OF ORDER --
Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional seven (7) days if mailed), or upon written objection.

DATED this 23rd day of February, 2023.

LOTUSLEGAL

/s/ Micah William Scholes

Micah William Scholes
Attorney for Petitioner

DATED this 23rd day of February, 2023.

Approved as to form and content:

/s/ Katrina Redd *

Katrina Redd

Attorney for Respondent

* Electronically signed by Monica Short with permission of Katrina Redd via email

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of February, 2023, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Katrina Redd
Redd Law, PLLC
5727 Holladay Boulevard
Holladay, Utah 84121

U.S. Mail
 Hand Delivery
 Facsimile
 E-Mail

Whitney Meyer

E-Mail

/s/ Monica Short
Licensed Paralegal Practitioner