

The Order of the Court is stated below:

Dated: May 09, 2024  
05:39:38 PM

/s/ JAMES GARDNER  
District Court Judge



Micah William Scholes  
Utah State Bar #14778  
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*Attorney for Respondent*

**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**

**TIMOTHY SCHIMANDLE,**

**Case No: 224904131**

**Petitioner,**

**Commissioner: Michelle  
Tack**

**and**

**AMY L. SCHIMANDLE,**

**Judge: James Gardner**

**Respondent.**

The Petitioner filed his Verified Petition for Custody, Support, and Divorce on the 27th day of July 2022. The Respondent filed her Counter Petition on the 17th day of August 2022. The parties signed a Stipulation and Settlement Agreement on the 26th day of March 2024. The Court, having reviewed the Respondent'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 marriage contract between the parties is 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 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 Respondent's claims pursuant to Utah Code Ann. §78A-5-102 and Utah Code Ann. §30-3-1.
- 3.** This Court has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. 78B-13-101 *et seq.* because Utah is the home state of the minor child at the time of the commencement of this proceeding.

### **FOUNDATIONS**

- 4.** Petitioner and Respondent were married on the 11th day of October 2014 in Solitude City, Salt Lake County, State of Utah, and are presently married.

**5.** During the course of the marriage, the parties have encountered irreconcilable differences that make the continuation of the marriage impossible.

**6.** As a result of the aforesaid grounds, the parties were separated on the 5th day of July 2022.

## **DIVORCE ORIENTATION AND EDUCATION FOR PARENTS PROGRAMS**

**7.** The Petitioner and Respondent are required by law to attend the “Divorce Orientation and Education for Parents Programs.” The parties have taken these courses or will do so within thirty days of the signing of the Stipulation.

## **CHILD CUSTODY AND PARENT-TIME**

**8.** There has been one child born as issue of this relationship and marriage, to wit: A.S., born September 2016.

**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 child in juvenile court or any other court.

**10.** The Respondent is a fit and proper parent and is awarded sole physical custody of the minor child with the parties to share the legal care, custody, and control of the minor child subject to the Petitioner’s right to exercise their parent-time at reasonable times and places. If said parent-time cannot be agreed upon by the parties, parent-time must be determined pursuant to the terms and conditions outlined herein.

**11.** The Petitioner must enroll in (or continue) ongoing individual mental health therapy that includes medication management.

- 12.** The Respondent must contact a Family Systems Therapist to arrange for re-introductory therapy.
- a. The therapist shall submit their goals and recommendations to both parties.
  - b. The parties shall facilitate the recommendations of the therapist.
  - c. The Respondent shall schedule appointments as the therapist deems necessary.
  - d. The parties must sign all required documentation and/or waivers so the therapist can freely speak and work with the minor child, both parents, and any other treating professionals that the minor child may have.
  - e. Both parties shall each pay half the out-of-pocket costs of the therapy.
  - f. After Family Systems Therapy has begun, the Petitioner's parent-time shall increase to Utah Code Ann. §30-3-35, with the modification that his initial parent-time must occur in accordance with the following requirements and "step-up" schedule:
    - g. Parent Time Requirements
      - i. The Petitioner must continue his individual ongoing mental health therapy and medication management, with the therapist providing the Family Systems Therapist with a

report once a month detailing a summary of the Petitioner's mental state and compliance with the therapist's requirements.

ii. The Petitioner must also provide the Respondent with a negative 14-panel hair follicle test every three months for the first year following the start of his unsupervised parent time as outlined herein. The Petitioner must pay for the full cost of the tests and instruct the facility to provide them to the Petitioner directly via email.

**1.** If the Petitioner tests positive, then the Respondent may immediately pick up the child or decline to send them (whichever is applicable at the time).

**2.** If/when Petitioner's 14-panel hair follicle test results are negative for a consecutive period of twelve (12) months, this requirement will automatically terminate. If any of Petitioner's test results are positive, then the twelve-month period automatically restarts from the date of the positive test.

h. Step Up Schedule

- i. So long as the Petitioner's drug and alcohol tests are negative as outlined herein, he shall receive parent time according to the following schedule:
- ii. First Four Months
  - 1.** Supervised visitation via a professional facility or mutually agreed upon supervisor once a week from 5:30 pm to 8:30 pm every Wednesday.
- iii. Next Four Months
  - 1.** Supervised visitation via a professional facility or mutually agreed upon supervisor once a week from 5:30 pm to 8:30 pm every Wednesday.
  - 2.** Supervised visitation via a professional facility or mutually agreed upon supervisor once a week from 10:00 am to 6:00 pm every Saturday.
- iv. Next Four Months
  - 1.** Unsupervised visitation once a week from 5:30 pm to 8:30 pm every Wednesday.
  - 2.** Unsupervised visitation once a week from 10:00 am to 6:00 pm every Saturday.
- v. Last Four Months
  - 1.** Unsupervised visitation once a week from 5:30 pm to 8:30 pm every Wednesday.





months, this requirement will automatically terminate. If any of Petitioner's test results are positive, then the twelve-month period automatically restarts from the date of the positive test.

**3.** After the "step up schedule" of parent time as outlined herein, the Petitioner's parent time automatically expands to the standard parent-time as outlined in Utah Code Ann. [§30-3-35](#), attached hereto and incorporated herein as **Exhibit A**.

i. However, if the Respondent believes that the Petitioner's mental health is deteriorating or his behavior is becoming dangerous again, she can require him to return to supervised parent time until such time as the matter can be heard by the court (should either party seek it).

j. At the hearing, the Petitioner can ask for reimbursement and/or make-up parent time if he can convince the court that the Respondent abused her discretion. If the court disagrees that the Respondent abused her discretion and restores Petitioner's parent time rights but nevertheless concludes that the Respondent's assessment, though perhaps unreasonable, was still not an abuse of her discretion, there must not be a penalty or makeup of parent time.

**13.** The parties must also follow the guidelines of the Parenting Plan, attached hereto and incorporated herein as **Exhibit B**.

**14.** 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](#), which is attached hereto and incorporated herein as **Exhibit C**.

### **CHILD SUPPORT**

**15.** It is reasonable and proper that the Petitioner is ordered to pay the Respondent a sum of not less than the statutory amount per month as provided in Utah Code Ann §78B-12-301 for child support.

**16.** For the purposes of calculating child support, the Petitioner should be imputed \$3000 gross income per month.

a. The Petitioner must actively seek to regain and maintain employment that pays him the same or similar amount of gross monthly income he has historically earned (approximately \$14,000).

b. Each time the Petitioner obtains new employment, he will notify ORS within seven days.

c. In the event that the Petitioner's gross monthly income increases, the parties agree that child support must automatically change to the new statutory calculated amount.

**17.** The Respondent is employed by Mastercard and should be imputed a gross income of \$12,500 per month for child support purposes.

**18.** In accordance with Utah Code Ann. §78B-12-219, and based upon the parties' respective gross monthly incomes and the uniform child support worksheet, the Petitioner must pay the Respondent a monthly sum of \$265, effective the month following the signing of the Stipulation, as and for child support, Child Support Worksheet attached hereto and incorporated herein as **Exhibit D**, continuing each month thereafter until the 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.

**19.** All child support payments must be paid in full by the first of every month.

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

**21.** Both parents must notify the other within thirty days of any 30% or greater change in monthly income.

### **EXTRACURRICULAR ACTIVITIES**

**22.** The parties must equally share the costs of all the child's extracurricular activities upon which they agree in writing. A party who

incurs an extracurricular expense must provide written verification of the cost and payment of extracurricular 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. If the parties do not agree on a particular activity, the party who enrolled the child in that activity must be solely responsible for the cost thereof. Unless the parties agree, a party must not enroll the child in an extracurricular activity that conflicts with the other party's parent-time. All the extracurricular activities the child is currently enrolled in are considered to have already been agreed upon in writing.

### **CHILD CARE**

**23.** The parties must equally share all reasonable work-related, career, or educational or occupational-related child care expenses as incurred by either party on behalf of the child.

**24.** If an actual expense for child care is incurred, a party must begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that party may suspend making payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

**25.** The party who incurs a qualifying child care expense must provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the provider and thereafter as requested by the other party. The party must notify the other party of any change of child care provider or change in the monthly expense of child care within thirty calendar days of the date of the change.

### **MEDICAL-RELATED EXPENSES**

**26.** 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 child 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 child's portion of insurance.

**27.** If a parent remarries and their 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 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.

**28.** The child's portion of the premium 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 minor children of the parties in this case.

**29.** The parent who provides insurance for the minor child shall give the other parent a duplicate insurance card to present to healthcare providers.

**30.** The parent who provides the insurance coverage may receive credit against the base child support award (if they are the one paying) or recover the other parent's share of the child's portion of the premium. In cases in which 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 (if they are the one paying) or recover the other parent's share of the children's portion of the premium.

**31.** If 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, and any change in coverage or premiums to ORS within thirty days. Credit shall only be given when verification is provided.

**32.** Any reasonable and necessary uninsured and unreimbursed out-of-pocket medical and dental expenses incurred for the minor child must be equally shared between the parties, including but not limited

to co-payments, co-insurance, deductibles, mental healthcare, dental, orthodontic, and optical expenses.

**33.** 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, and/or dental insurance plan of the Respondent must be the primary coverage for the dependent child. The health, hospital, and/or dental insurance plan of the Petitioner must be the secondary coverage for the dependent child. For purposes of this paragraph, any future spouse of the party is the same as the parent.

**34.** A party who incurs qualifying medical or dental expenses must provide written verification of the cost and payment of the 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. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

**35.** The party maintaining insurance must provide verification of coverage to the other party upon initial enrollment of the dependent child and thereafter on or before January 2 of each calendar year.

**36.** 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.

**37.** 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**

**38.** During the course of the marriage, the parties acquired real property located at 1577 E. Delaware Lane, Salt Lake City, Utah 84117 ("Property"). The Respondent is awarded the exclusive use and possession of the Property and must be solely responsible for all debts associated with the Property, including but not limited to mortgage payments, utilities, and other related expenses.

**39.** The equity of the Property must be divided equally between the parties. Out of the Petitioner's half of the equity, the Respondent should also receive an additional \$24,738 for the Petitioner's child support arrears, \$1,254.49 for the Petitioner's extracurricular activity arrears, \$12,201 for child care arrears, \$898 for health insurance arrears, \$43,300 for her half of other monies owed to her due to the Petitioner's withdrawals and separate use of funds in the parties' joint account and \$464.05 in satisfaction of the Judgment and Order of



Award of Attorney Fees in case #224903679. These amounts owed to Respondent may be reduced by Petitioner's share of the Rental's income as set forth below.

**40.** During the course of the marriage, the parties acquired real property located at 12000 S. Big Cottonwood Road, PH 212, Solitude, Utah 84121 ("Rental"). The Respondent will be responsible to immediately put the Rental on the real estate market to be sold using Natalie Southwick as the agent (or, if she is unavailable, another mutually approved agent). Both parties may communicate with Ms. Southwick regarding the sale of the Rental but neither party may unreasonably withhold consent for the sale if Natalie recommends it. Until the Rental is sold, the Respondent is awarded the exclusive use and possession of the Rental and must be solely responsible for all debts associated with the Rental, including but not limited to mortgage payment, utilities, and other related expenses. Once the Rental has been sold, the equity from the Property must be equally divided between the parties, with the overall end financial division/result taking into account the equity division for the marital home as outlined herein. Half of any and all net rental income (after maintenance costs and fees, etc.) accrued since the date of separation will be credited toward Petitioner's child support and other obligations as set forth above as part of the overall division of equity.

**41.** The Petitioner must execute a quitclaim deed transferring his interest in the properties to the Respondent (if applicable).

### **PERSONAL PROPERTY**

**42.** During the course of the marriage, the parties acquired personal property that must be divided as follows:

- a. Petitioner:
  - i. 2013 Nissan Leaf
    - 1.** Including all charging systems both hardwired and plugged in.
  - ii. 2021 Tesla Model S Plaid
  - iii. 2019 Tesla Model S
  - iv. Skis
  - v. Ski poles
  - vi. Various paintings in condo
  - vii. Golf clubs
  - viii. Other sports equipment
  - ix. Tools
  - x. Camping gear (except as outlined herein)
  - xi. Bicycle
  - xii. Stereo
  - xiii. Large speakers
  - xiv. Personal boxes

- xv. Boat, frame, oars, paddles
  - xvi. Sleeping bag (except as outlined herein)
  - xvii. Sleeping pad (except as outlined herein)
  - xviii. Desk
  - xix. Pictures
  - xx. Office chair
  - xxi. File cabinet
  - xxii. Whiteboard
  - xxiii. Office supplies
  - xxiv. Art inherited from his step-mother
  - xxv. Pismo beach shell shadow box
  - xxvi. Fancy serving platters inherited from his step-mother
  - xxvii. His step-mother's ashes
  - xxviii. His personal clothing items (including tuxedos, suites, ties, and shoes)
  - xxix. All snow skiing equipment belonging to the Petitioner or the minor child in the home or garage
  - xxx. His individual personal financial accounts.
- b. Respondent:
- i. Tent trailer
  - ii. 2005 Jeep Grand Cherokee
  - iii. 2017 Porsche Macan

- iv. Coleman stove
- v. Percolator
- vi. Pots and pans and kitchen items
- vii. Kelty tent
- viii. Eddie Bauer pad
- ix. Double sleeping bag
- x. Coleman sleeping bags
- xi. Camping chairs
- xii. Sunshade
- xiii. Her individual personal financial accounts.

c. The parties will work together to divide their remaining personal property and household contents. If the parties are unable to divide their personal property between themselves, they shall return to mediation to resolve their disputes.

**43.** Each party must remove the other party's name from any current vehicle insurance policy within thirty days of entry of the parties' Decree of Divorce (if any such policy exists).

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

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

**46.** Upon entry of the parties' Decree of Divorce, the parties must execute all documents necessary to transfer any awarded property into the other party's name within thirty days of entry of the parties' Decree of Divorce.

## **DEBTS AND OBLIGATIONS**

**47.** During the course of the marriage, the parties jointly acquired debts, liabilities, and obligations to third parties that must be equitably divided:

- a. Petitioner: Any debt he has incurred since the parties' separation.
- b. Respondent: Any debts she has incurred since the parties' separation not otherwise outlined or addressed herein.

**48.** The parties must be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

**49.** Once divided, the responsible party must indemnify and hold the non-responsible party harmless on any debt, liability, or obligation associated with them. The responsible party must not include the debts in any bankruptcy petition.

**50.** Should other joint debts be discovered after entry of Decree, the person responsible for incurring the debt must be solely responsible for it.

## **NOTICE TO CREDITORS**

**51.** 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 the parties'

Decree of Divorce to all joint creditors involved in any outstanding debts, obligations, or liabilities listed therein.

**52.** Therefore, each party must:

- a. Send a copy of the parties' 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 parties' Decree of Divorce being entered.

### **ALIMONY**

**53.** 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**

**54.** The parties must each take as their sole and separate property any stocks, bonds, cryptocurrencies, mutual funds, life insurance policies, retirement accounts, and/or other pension-related assets.



## **HEALTH INSURANCE**

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

**56.** If either party owns any additional life insurance policy or an annuity contract, pursuant to Utah Code Ann. §30-3-5(3)(e), the court must acknowledge that the owner of the policy (a) has reviewed and updated, where appropriate, the list of beneficiaries; (b) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (c) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

## **CHILD TAX EXEMPTION, DEDUCTION, AND CREDIT PROVISIONS**

**57.** The parties must alternate claiming the minor child for income tax deduction purposes, both State and Federal, every other year. The party claiming the minor child that year is also entitled to any and all child tax credits and stimulus money received for the child. The Respondent must receive the tax deduction for the year 2024.

**58.** Pursuant to Utah Code Ann §78B-12-217, if the Petitioner is not current in his child support obligation by December 31st, the tax

exemption, deduction, and/or credit must automatically revert to the custodial parent.

## **MUTUAL RESTRAINING ORDERS**

- 59.** The following mutual restraints must enter:
- a. The parties must not say or do anything that would tend to diminish the love and affection of the child for the other party.
  - b. The parties must not harass or threaten each other or the child.
  - c. The parties must not make disparaging remarks to one another or about one another in the child's presence, either verbally, in writing, or otherwise.
    - i. As used in this paragraph, disparage means to say anything ill of the other, whether they believe it to be true or not.
  - d. The parties must not speak with the child about litigation between the parties or the issues of Divorce in any way, shape, or form.
  - 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 child.
  - g. When the child is under either party's care, that party has an affirmative duty to use their best efforts to prevent third

parties from doing what the parties themselves are prohibited from doing under all of the aforementioned mutual restraints. In the event that they are unsuccessful, that party must remove the child from the presence of those third parties.

h. The parties must not post any stories, pictures, or statements about the other party on any website, blog, or social media site.

### **MISCELLANEOUS PROVISIONS**

**60.** Each party is ordered to take any action and to execute and deliver to the other party all such documents as required to implement the provisions of the decree entered by the Court. Should either party fail to execute a required document within 60 days of the entry of the parties' Decree of Divorce, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint someone else to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

**61.** Except as otherwise ordered, each party must be responsible for their or their own attorney's fees incurred during the divorce proceedings.

**62.** The Respondent must be entitled to resume the use of their maiden name at any time should she so choose.

**63.** Before filing any Petition to change any provision of the parties' Decree of Divorce, the parties must first attempt to resolve the issue(s) through mediation.

-- END OF ORDER --

*Signed as indicated at the top of page one*

**RULE 7 NOTICE TO PETITIONER**

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 6th day of May 2024.

**LOTUSLEGAL**

*/s/ Micah William Scholes*

Micah William Scholes  
Attorney for Respondent

Dated this 8th day of May 2024.

Approved as to form and content:

*/s/ Robin Kirkham* \*

Robin Kirkham  
Attorney for Petitioner

\* Electronically signed by Monica Short with permission of Robin Kirkham via email

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6th day of May 2024, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Robin Kirkham  
Robin Kirkham Law, LLC  
680 E. Winchester Street  
Murray, Utah 84107

- U.S. Mail
- Hand Delivery
- Facsimile
- x E-Mail

Amy Schimandle

- x E-Mail

*/s/ Monica Short*

Licensed Paralegal Practitioner