

The Order of the Court is stated below:

Dated: July 03, 2023  
07:27:13 PM

/s/ DENISE M PORTER  
District Court Judge



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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY  
STATE OF UTAH  
75 East 80 North, Ste 202, American Fork, UT 84003

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*In the matter of the marriage of:*

WHITNEY ASAY,

Petitioner,  
and

JOSHUA ASAY,

Respondent.

**DECREE OF DIVORCE**

Civil No. 234100064  
Judge Denise Porter  
Commissioner Marian Ito

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This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the parties are hereby awarded a Decree of Divorce from one another on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

**GROUND AND JURISDICTION**

2. Residency. Whitney and Joshua are residents of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. The parties were married on May 7, 2009, in Draper, Utah.

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### **CHILD CUSTODY**

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4. Children. There have been four children born as issue of this marriage:

Name	Month/Year of Birth
C.J.A.	July 2011
P.S.A.	April 2013
E.C.A.	July 2015
R.M.A.	November 2017

5. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to Utah Code §78B-13-101, *et seq*. The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children's care, protection, training, and personal relationships.

6. Custody/Parent Time. Whitney and Joshua shall be awarded joint legal and joint physical custody of the minor children. Both parents shall have equal physical custody of the children with each parent receiving approximately 182.5 overnights per year with the children. The parties will divide their time with the children on a week on/week off basis, with

the exchange taking place on Thursdays at 5 p.m. The receiving parent will provide transportation. Holidays and summer time will be divided as follows:

7. Holidays. The parents will follow Utah Code §30-3-35.1 for the holiday schedule with Whitney being designated as the custodial parent for purposes of following the holiday schedule only. The holiday schedule preempts other parent-time. The following table is the holiday schedule for parent time under Utah Code 30-3-35.1, with the following exceptions: If school is not out for Veteran’s Day or Columbus Day, the holiday will be celebrated by the party exercising parent-time during that holiday; Fall Break and Spring Break shall be rotated during the calendar year, not school year; the parties shall rotate the Easter holiday; the parties shall not rotate the 4<sup>th</sup> of July holiday but instead shall use the Birthday rotation to accommodate C.A.’s Birthday.

<b>Holiday and Time</b>	<b>Years Joshua is granted a holiday</b>	<b>Years Whitney is granted a holiday</b>
<b>Martin Luther King Jr. Holiday</b> (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	<b>Odd years</b>	<b>Even years</b>
<b>President’s Day</b> (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	<b>Even years</b>	<b>Odd years</b>
<b>Easter Break</b> (1) Holiday begins on Easter Day at 9 a.m. (2) Holiday ends on Easter Day at 7 p.m.	<b>Odd years</b>	<b>Even years</b>

<p><b>Spring Break</b>  (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.  (2) Holiday ends:  (a) upon delivering the child to school on the day following the end of spring break; or  (b) at 8 a.m. on the day following the end of spring break if there is no school.</p>	<p><b>Odd years</b></p>	<p><b>Even years</b></p>
<p><b>Memorial Day</b>  (1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or  (c) 6 p.m. at the election of the parent granted the holiday.  (2) Holiday ends:  (a) upon delivering the child to school on the day following Memorial Day; or  (b) at 8 a.m. on the day following Memorial Day if there is no school.</p>	<p><b>Even years</b></p>	<p><b>Odd years</b></p>
<p><b>Mother's Day</b>  (1) Holiday begins on Mother's Day at 9 a.m.  (2) Holiday ends on Mother's Day at 7 p.m.</p>	<p><b>Whitney</b></p>	<p><b>Whitney</b></p>
<p><b>Father's Day</b>  (1) Holiday begins on Father's Day at 9 a.m.  (2) Holiday ends on Father's Day at 7 p.m.</p>	<p><b>Joshua</b></p>	<p><b>Joshua</b></p>
<p><b>Juneteenth National Freedom Day</b>  (1) Holiday begins at:  (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not [PARENT 2]'s Day; or  (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is [PARENT 2]'s Day.  (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>	<p><b>Even years</b></p>	<p><b>Odd years</b></p>
<p><b>Pioneer Day</b>  (1) Holiday begins on July 23rd at 6 p.m.  (2) Holiday ends on July 25th at 6 p.m.</p>	<p><b>Even years</b></p>	<p><b>Odd years</b></p>
<p><b>Labor Day</b>  (1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or  (c) 6 p.m. at the election of the parent granted the holiday.  (2) Holiday ends:  (a) upon delivering the child to school on the day following Labor Day; or  (b) at 8 a.m. on the day following Labor Day if there is no school.</p>	<p><b>Odd years</b></p>	<p><b>Even years</b></p>
<p><b>Fall Break</b>  1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.  (2) Holiday ends:</p>	<p><b>Odd years</b></p>	<p><b>Even years</b></p>

(a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.		
<b>Halloween</b> 1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	<b>Even years</b>	<b>Odd years</b>
<b>Thanksgiving</b> 1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	<b>Even years</b>	<b>Odd years</b>
<b>Winter Break (First half)</b> (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	<b>Odd years</b>	<b>Even years</b>
<b>Winter Break (Second half)</b> (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	<b>Even years</b>	<b>Odd years</b>
<b>Day of Child's birthday</b> (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	<b>Even years</b>	<b>Odd years</b>
<b>Day before or after child's birthday</b> (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	<b>Odd years</b>	<b>Even years</b>

8. Summer Parent Time. The parties will continue to share the children on a week on/week off basis during the summer. In addition, each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. The parties will ensure that their summer is divided equally. Whitney shall have first choice of extended parent-time in all even-numbered years. She shall provide Joshua the dates of her extended parent-time by April 1, and then Joshua shall provide the dates of his extended

parent-time to Whitney by April 15. Joshua shall have first choice of extended parent-time in all odd-numbered years. He shall provide Whitney the dates of his extended parent-time by April 1, and then Whitney shall provide the dates of her extended parent-time to Joshua by April 15.

### **PARENTING PLAN**

9. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to Utah Code §30-3-33 as the binding Parenting Plan. In addition, the parties shall be bound by the following parenting plan which is filed in good faith:

- a. The parties shall equally share transportation with the receiving parent obtaining the children from the other parent.
- b. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their children. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. It is anticipated that joint parental decision shall be required for major issues raising their minor children and in meeting their ongoing needs. If and when major issues arise regarding the minor children, the parents shall jointly address the issues. Each parent shall give good faith consideration of the view of the other parent. If the decision involves medical or schooling issues, the parties shall further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. If the parents cannot agree after making a good faith effort to come to an agreed-upon decision, the parties shall return to mediation before seeking court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care. Each parent shall have the ability to practice the religion of their choice during their parent time.

c. Each parent shall have first option to provide care for the children over any other third party (including the minor children, unless the parties agree otherwise in writing) if the parent responsible for the children is not available for a period of four hours or longer during their custodial time and the other parent is personally available and willing to provide the care and transportation. A brief check-in with the children would not allow a party to escape the application of this provision.

d. If one party intends to move more than twenty (20) miles from the other party's residence, the moving party shall provide written notice of his/her intent to move ninety (90) days in advance. The parties shall participate in mediation with the goal of designing a parenting time arrangement that is in the best interest of the children. If the parties are unable to resolve the issue at mediation, either party may take the issue to Court.

e. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

f. The parents shall notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully. The parties shall share passwords for any school website so each can access events and school work online.

g. Educational plan. The parents both have authority to make educational decisions for the children. The children will continue to attend their current schools and feeder schools (River Rock Elementary, Willow Creek Middle School, Lehi High School). Both parents shall have access to the children during school and authority to check the children out of school during their respective custodial times. Both parties will be listed on all school records, and both parties will have access to all school-related information. If both parties decide to change schools, they can agree to a different school in writing.

h. Neither party is designated as the primary, residential parent due to the expectation the parties will live in the same neighborhood. In the event that Joshua moves from the marital home, then Whitney will be designated as the primary residential parent.

i. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals.

j. The parties will notify the other parent of any change of address, email address, cell phone number and telephone number within 24 hours of the change.

k. Both parties are ordered to provide to the other party the name, address and telephone number of every educational institution the children attend; as well as the name, address and telephone number of all providers of extracurricular activities and an identification of those activities. Furthermore, the parties are ordered to update this information when any new or different educational institutions are attended by the children or any different extracurricular activities are engaged in. The parties shall notify all providers that each party shall be given separate notice of any and all communications from the education providers to the parties.

l. For emergency purposes, when traveling with the minor child, the parties



shall give all information required by Utah Code § 30-3-36, to wit: 1) an itinerary of travel dates; 2) destinations; 3) phone numbers where the children 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.

m. Either parent may make emergency decisions regarding the health or safety of the children.

n. The parent, with whom the children are residing at the time, shall make day-to-day decisions regarding the care, control, and discipline of the parties' child.

o. Each parent shall notify the other parent of significant illnesses the children may have when they are at each parent's individual homes.

p. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the minor children. Both parents shall be allowed to call the minor children at reasonable times, and the children may call either parent as desired.

q. Both parties shall ensure that the children's homework is complete, and the children are delivered to school on time during their custodial time.

r. Both parties shall transport the children to the agreed-upon extracurricular activities.

s. The parties shall return to mediation on or about October 1, 2024, to review the parent time schedule and compliance with the parenting plan. If a party has a claim and mediation fails, that party may bring the matter to court for intervention.

## **CHILD SUPPORT**

10. Child Support. Child support is calculated based on Joshua's gross monthly income of \$9,480, and Whitney's gross monthly income of \$5,809. Using the joint physical custody worksheet, and as per Utah Code §30-3-35.2 (2)(e)(ii) Whitney is assigned 183 overnights and Joshua is assigned 182 overnights per year. Joshua's child support obligation shall be \$357 per month. The child support obligation of Joshua shall be effective July 1, 2023. Unless the Court orders otherwise, support for each child terminates at the time: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code §78A-6-801-805.

11. Time and Method of Payment. Joshua shall make said child support payments to Whitney one-half (1/2) on or before the fifth (5<sup>th</sup>) day and one-half on or before the twentieth (20<sup>th</sup>) day of each month, by way of automated bank-to-bank transfer. Whitney is allowed to implement automatic income withholding procedures through the State of Utah, Office of Recovery Services.

## **CHILD CARE AND EXTRACURRICULAR ACTIVITIES**

12. Child Care Expenses. Daycare provided by family members will be considered free of charge. The parties will equally share the cost of work-related child care in accordance with Utah Code §78B-12-214 and -215 as follows:

- a. Each parent will equally share the reasonable work-related child care expenses for the minor children.
- b. If an actual expense for child care is incurred, a parent will begin paying their share within thirty (30) days of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.
- c. A parent who incurs a child care expense will provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parties will pay their share of the child care within thirty (30) days of receipt of verification that expenses were incurred.
- d. The parent will notify the other parent of any change in child care, including the provider or expense, within 30 calendar days of the date of the change. A parent incurring child care expenses will be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to notify the other parent within said thirty (30) days.

13. Extracurricular Activities. Each party shall be ordered to assume and be responsible for (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The activities the children are currently enrolled in are considered mutually-agreed upon extracurricular activities. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If the parties agree to the activity, both parties will facilitate the involvement and participation of the minor children,

regardless of which party is exercising parent time. If no agreement exists, one party cannot interfere with the other party's parent time.

14. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any necessary out-of-pocket school expenses for the minor children (i.e., registration, books, school lunches, required supplies, lab fees, tuition, etc.) incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, or receipt, and verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and verification.

### **INSURANCE**

15. Medical/Dental Expenses. In accordance with Utah Code §78B-12-212, the court orders that insurance for the medical expenses of the minor children be provided by a parent. Either parent shall provide health care coverage for the medical expenses of their minor child as defined by Utah Code §78B-12-102. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children.

a. Each parent will share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child will be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

Currently, Joshua's employer reimburses him for the health insurance coverage, such that he

shall not take a credit against child support for the costs of health insurance. In the event that changes, the statutory provisions shall apply. If so, Joshua shall provide Whitney ample notice so she can look into obtaining her own insurance coverage. Currently Joshua is not being reimbursed for dental insurance by his employers, and the parties shall follow the statutory provisions for division of dental insurance premiums.

b. 1 Each parent will share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

c. 2 The parent ordered to maintain insurance will 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 will notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he or she first knew or should have known of the change.

d. 3 The parent who incurs medical and dental expenses will provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of payment. The other parent will remit payment within thirty (30) days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

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 Subsection (d).

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, they will each be responsible for their own health insurance premiums, and the health, hospital, or dental insurance plan of Whitney will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Joshua 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.

16. Division of Accounts. Pursuant to Utah Code §15-4-6.7, the parties may elect that a medical/dental or school expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce at or before the day on which the service provider first renders medical/dental services or issues a bill for school fees.

#### **TAXES/TAX CREDITS**

17. Child Tax Credit. The parents shall equally divide the child tax credit for the minor children as follows:

a. When four minor children are eligible to receive child tax credits, Whitney shall claim the oldest and the youngest child, with Joshua claiming the middle two children.

b. When one child ages out, and three children remain, Whitney will claim the oldest, Joshua will claim the middle child, and the parties will rotate claiming the youngest child each year,

c. When two children age out and two children remain, Joshua will claim the oldest, and Whitney will claim the youngest.

d. When three children age out and one child remains, the parties will rotate claiming that child.

e. Father's right to claim the child will only be given to him if he is current on his child support obligations by December 31<sup>st</sup> of any given year.

### **ALIMONY**

18. Alimony. Whitney shall be awarded a sum of \$800 per month as alimony from Joshua, commencing July 1, 2023, and continuing for seven (7) years, at the death of either party, Whitney's remarriage or cohabitation, whichever occurs first. Said support is payable one-half on the 5<sup>th</sup> and one-half on the 20<sup>th</sup> day of each month by automatic bank transfer from Joshua's to Whitney's bank account. Joshua shall list Whitney as a beneficiary of his life insurance policy in the same amount of his outstanding alimony obligation, which shall not exceed the benefit amount of \$50,000.

### **PROPERTY**

19. Personal Property. During the course of the marriage, Husband and Wife acquired personal property. The parties are each awarded the personal property *that is in his or her respective possession on the date of the Stipulation*, or except where further specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2018 Ford Explorer Limited	Whitney
2020 Ford Explorer Limited	Joshua
Refrigerator, washer/dryer in rental properties	Whitney
Refrigerator, washer/dryer in marital home	Joshua

a. Remaining marital property. By June 20, 2023, each party will choose his/her personal property not permanently attached to the home by flipping a coin to decide who will first get to choose his/her most desired item, then alternating who chooses the next item, until all disputed marital property is divided. Both parties are entitled to bring a trusted third party to keep the peace.

20. Real property. During the course of the marriage, the parties obtained three (3) real properties, a marital home and two rental real estate properties. Considering the division of assets, debts, and other agreements herein, the parties are ordered to the following division of their real estate properties:

a. Marital home: 1622 W 800 N., Lehi, UT 84043. Joshua will be awarded all right, title, and interest in and to this real property. Whitney hereby waives any right, title, or interest she may have in said real property. Joshua hereby shall accept and assume exclusive responsibility for any and all debt or obligation arising out of the purchase or ownership of said real property holding Whitney harmless from any liability therein. If Whitney's name is on the mortgage loan, Joshua will have one-hundred and twenty (120) days from date of the Decree to refinance this real property under his name only, removing Whitney from any liability associated with the properties. Contemporaneous with the refinance, Whitney will execute a Quit Claim Deed to transfer all her right, title, and interest in and to said real property to Joshua. If Whitney is not on the mortgage loan, she will execute a Quit Claim Deed within 120 days from the date of the Decree.

i. In the event of the mortgage loan being in Whitney's name, and if Joshua is unable to refinance the home within one-hundred and twenty (120) days from the entry of the Decree, the home shall be immediately listed for sale. Joshua is entitled to keep the



proceeds therefrom. The parties will follow the realtor's advice on the listing price and will follow any recommendations for reduction of the listing price. The parties will follow all recommendations from the realtor regarding offers and any counter-offers in order to finalize a sale of the property.

ii. Whitney will move out of the marital home by June 30, 2023. At the time she moves out of the marital home, she will take all personal property awarded to her via the coin-toss.

iii. Starting July 1, 2023, Joshua will be solely responsible for the mortgage payments on the marital property.

b. Two rentals: 1817 W 795 S., Orem, Utah 84057 and 12736 S Stone Heights Dr., Riverton, UT 84065. Whitney will be awarded all right, title, and interest in and to these two real estate properties. Joshua hereby waives any right, title, or interest he may have in said properties. Whitney hereby shall accept and assume exclusive responsibility for any and all debt or obligation arising out of the purchase or ownership of these real properties, holding Joshua harmless from any liability thereof. Whitney will have one-hundred and twenty (120) days from entry of the Decree to refinance these two real properties, under her name only, removing Joshua from any liability associated with the properties. Contemporaneous with the refinance, Joshua will execute Quit Claim Deeds to transfer all his right, title, and interest in and to said real properties to Whitney.

i. In the event that Whitney is unable to refinance these two properties, within one-hundred and twenty (120) days from the entry of the Decree, the property or properties that are unable to be refinanced shall be immediately listed for sale. Whitney is entitled to keep the proceeds therefrom. The parties will follow the realtor's advice on the listing price and will

follow any recommendations for reduction of the listing price. The parties will follow all recommendations from the realtor in regards to offers and any counter-offers in order to finalize a sale of a property.

ii. Starting July 1, 2023, Whitney will be solely responsible for the mortgage payments on the properties awarded to her, and she will be awarded the rental income from these properties. All rental property interest shall be transferred to Whitney at this time, including the execution of all lease documents, transfer of security deposits belonging to the rental properties, tenant contact information and the like, so Whitney may assume the landlord role in all regards.

### **BUSINESS INTERESTS**

21. Business Interests. During the course of the marriage, the parties acquired a one-third (1/3) interest in Dixie Digs, LLC. Said business owns a vacation home in St. George, Utah. Considering the division of assets, liabilities, and other agreements herein, Whitney shall be awarded all interest in said business, free and clear of any claim from Joshua. Whitney is also awarded all right, assets, accounts and interest in the business and will assume and pay all debt associated with the business, holding the Joshua harmless from liability therefrom. Joshua, Whitney, and Dixie Digs, LLC shall cooperate and execute any needed documentation to remove all of Joshua's interest and liabilities/responsibilities associated with the LLC/business and real property within sixty (60) days of the Stipulation, including execution of Quit Claim Deeds and other documentation to effectuate full transfer of ownership.

### **DEBTS**

22. Debts. Husband and Wife acquired debts during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Discover Card (Josh's)	\$1,000	Joshua
Amex (Josh's)	\$118	Joshua
Costco Visa (Whitney's)	\$377	Whitney
Amex (Whitney's)	\$293	Whitney
Synchrony - TJMaxx (Whitney's)	\$99	Whitney

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

b. 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 incurring the debt will be solely responsible for the payment thereof and shall hold the other party harmless therefrom.

c. 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.

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

## FINANCIAL ACCOUNTS

24. Bank/Financial Accounts. During the marriage the parties acquired various bank and financial accounts. The parties will equally divide the funds existing in their bank accounts, except for the account that has the security deposits for the rental properties, which shall be transferred to Whitney.

25. Retirement. Both parties have retirement, pension, 401 (k), IRA, Roth IRA accounts, through their places of employment or otherwise. The following are the parties' retirement accounts, with their approximate balances on the date of signing of the stipulation:

<u>Retirement accounts</u>	<u>Approximate balance</u>
Whitney's Vanguard - Traditional IRA	\$ 19,290.00
Whitney's Vanguard - Roth IRA	\$ 27,914.00
Whitney's T. Rowe Price (IHC - 401K acct)	\$ 17,000.00
Joshua's Vanguard - Traditional IRA	\$ 240,649.35
Joshua's Vanguard Voyager - Roth IRA	\$ 34,199.00
Joshua's Master Control (401K acct)	\$ 8,082.42

a. Joshua represents that there has been one withdrawal from his Roth IRA account in the approximate amount of \$6,000 during the pendency of this divorce action. Said withdrawal has been considered in the division of assets and shall not affect the equal division of the retirement accounts (as of the date of entry of the decree of divorce). Both parties represent there have been no other withdrawals from the retirement accounts for no less than one year prior to the date the Petition for Divorce was filed.

b. Qualified Domestic Relations Order(s) shall be prepared by Ben Lieberman, Rori Hendrix, or a different agreed-upon attorney, with a goal of equalizing all retirement accounts to reduce the number of QDROs or Letters of Instruction. The division of

retirement accounts shall be subject to market gain and loss until division. Within fifteen (15) days after the Decree of Divorce is entered, both parties will provide a retirement statement showing the balance on their retirement accounts as of the date the Decree is entered. Each party will pay one-half (1/2) the cost of the total cost of preparation and one-half of all processing fees. The parties understand it is their responsibility to cause the appropriate Qualified Domestic Relations Order(s) be prepared. The parties understand that the cost must be paid prior to the preparation of the QDROs. Both parties are enjoined from withdrawing, transferring, pledging, or borrowing such benefits until the entry and acceptance of all appropriate QDROs by Plan Administrators.

#### **MUTUAL RESTRAINT**

26. The parties are restrained from speaking derogatorily about the other parent, speaking to the child about the issues in this case, or from attempting to influence a child's preference regarding custody or parent time which would tend to diminish the love and affection of the child for the other parent. The parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. The parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph, and they will have the affirmative duty to use his or her best efforts to prevent third parties from such violation, or will remove the child from such circumstances.

27. The parties shall be restrained from making visitation arrangements through the children or from using a minor child as a messenger.

28. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, to post to websites such as Facebook or other social media.

29. All contact and communication between the parties shall be via email or text, except for medical emergencies, which may be and shall be communicated via telephone immediately.

30. Both parties shall be restrained from coming to the home, work-place, or places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges shall be an express exception to this restraint.

### **MISCELLANEOUS PROVISIONS**

31. Attorney's Fees and Costs. Considering the division of assets, debts, and other agreements herein, neither party will get any reimbursements for attorney's fees paid in this case prior to the signing of the stipulation. For post-stipulation attorney's fees, each of the parties shall assume and pay their own attorney fees and costs.

32. Former Name. Whitney shall be restored to her former name of Whitney Scott if she so desires. The Court shall enter an Order of Name Change, if necessary.

33. Motion to Enforce. If either party brings a Motion to Enforce and requests an award of attorney's fees, the court will decide whether such award is warranted.

34. Execution. Both parties will sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

35. Advice. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to the signing the Stipulation.

36. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

37. Arrearages. This resolves all claims either party has against the other including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums, reimbursement for travel expenses and any other financial claims through the date of the signing of the Stipulation.

38. Full Disclosure. Each party warrants to the other that there has been a complete and accurate and current disclosure of all income, assets, and liabilities. Any deliberate failure to provide complete disclosure may constitute perjury. 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. The parties affirm he or she has disclosed all accounts, money, property he or she has in the Stipulation and in his or her Financial Declaration. If property is discovered that had not been disclosed, the non-disclosing party will forfeit 100% of the discovered asset to the other party.

**Order is signed when electronically stamped by the Court on the first page**

APPROVED AS TO FORM:  
*With the permission of:*

/s/ Kayla H. Quam  
KAYLA H. QUAM  
Attorney for Petitioner

NOTICE TO PETITIONER'S ATTORNEY

TO: KAYLA H. QUAM

PLEASE TAKE NOTICE that the undersigned, attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the Fourth District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Rule 58A(c)(4).

Dated June 23, 2023.

*/s/ Yaiko Osaki Carranza*

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YAIKO OSAKI CARRANZA  
Attorney for Respondent

**CERTIFICATE OF SERVICE**

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing **Decree of Divorce** was served upon the following on June 29, 2023:

Kayla H. Quam  
*e-filer*  
Attorney at Law  
257 East 200 South, Ste 1050  
Salt Lake City, UT 84111