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**IN THE FIFTH JUDICIAL DISTRICT COURT, ST GEORGE DEPARTMENT
IN AND FOR WASHINGTON COUNTY, STATE OF UTAH**

In the matter of the marriage of
ERIC ROBERT SMITH,

Petitioner,

and
BROOKE RILEY SMITH,

Respondent.

DECREE OF DIVORCE

Case No. 234500692
Judge: G Michael Westfall
Commissioner:

The Petitioner, Eric Robert Smith, and the Respondent, Brooke Riley Smith, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

CHILD CUSTODY AND PARENT-TIME

1. There is one minor child born or adopted between the parties, to wit: H.S. (DOB 10/28/2005).
2. The parties are awarded joint legal custody of the minor child. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor child. Parent-time with the minor child shall be pursuant to a 50/50 timesharing arrangement as the parties may agree. If the parties are unable to agree on a parent-time schedule then they shall follow a week-on/week-off schedule with exchanges to occur on Monday afterschool or 5:30 p.m. if school is not in session. In addition, the parties shall follow the holiday parent-time schedule set forth in UCA §30-3-35.1 with the Respondent identified as the non-custodial parent for holiday purposes only. For extended parent-time, the parties shall follow the current week-on/week-off schedule. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.
4. In the event either party moves 150 miles or more away from their current residence, the parties agree to follow the provisions of UCA §30-3-37, the Relocation Statute.

CHILD SUPPORT

5. Petitioner is currently employed and has a gross annual income of \$50,400.00 or a gross monthly income of \$4,200.00 for the purposes of calculating child support.

6. Respondent is currently employed and has a gross annual income of \$43,200.00 or a gross monthly income of \$3,600.00 for the purposes of calculating child support.

7. The joint custody worksheet shall be used with the Petitioner's income set at \$4,200.00 with 183 overnights and the Respondent's income set at \$3,600.00 with 182 overnights.

8. Pursuant to U.C.A. § 78B-12-101 et seq. (2008) a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Petitioner shall be ordered to pay Respondent the sum of \$26.00 per month; however, due to the minimal nature of the support, Respondent waives her claim to child support. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child become 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. There are currently no child support arrearages.

c. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

d. Pursuant to Utah Code §§ 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

e. Pursuant to Utah Code §§ 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

9. Pursuant to U.C.A. § 78B-12-212 (2008) as amended:

- a. Both parties should be required to maintain insurance for medical expenses for the benefit of the minor child where available at a reasonable cost. If insurance is being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary. If a parent remarries and the child is covered by the step-parent's plan, the insurance of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as primary or secondary.
- b. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the child's portion of the insurance.
- c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.
- d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.
- e. 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 provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

10. Pursuant to U.C.A. § 78B-12-214 (2008) both parties shall share equally the reasonable work and education related child care expenses of the parents. Due to the age of the child, daycare is not anticipated.

CHILD RELATED EXPENSES

11. The parties shall share equally the costs associated with the minor child's agreed upon extra-curricular activities and school related fees and costs. Agreements for all activities shall be made in writing. Both parties shall pay their one-half share directly to the provider, school or program for an on behalf of the child. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment and the reimbursing parent shall pay their share within 10 days of receiving the email.

TAX EXEMPTION

12. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes. The parties shall alternate years with Petitioner claiming H.S. in odd years and Respondent claiming H.S. in even years.

PERSONAL PROPERTY

13. During the course of the marriage, the parties acquired certain items of personal property. Said personal property shall be divided among the parties as follows:

- a. Petitioner shall be awarded the Greg Olsen religious art, guns and ammo not listed below, road bike, personal belongings, gifts, jewelry and furniture currently located at the 2378 E 3860 S residence.

b. Respondent shall be awarded seasonal décor of choice, Kitchen Aid, antique kitchen supplies, recipes and books, Artwork with Christ (sepia), rectangular Russian art, 4 vintage rugs, personal belongings, gifts, jewelry, road bike and 1 Glock 42 380 plus ammo.

c. Pets shall remain with whomever does not have a landlord or rules prohibiting pets. If both parties are able to have pets, then Lilly shall reside with Brooke and Sully shall reside with Eric.

d. Any property not listed above shall be equitably divided between the parties.

14. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

15. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

VEHICLES

16. Petitioner shall be awarded the 2017 Ford F350, 2022 Ford Bronco and two motorcycles.

17. Respondent shall be awarded the 2017 Subaru.

18. The Grand Design 5th Wheel shall be sold as soon as Petitioner no longer needs it at the 150 E 18th St site. Proceeds from the sale shall be divided equally between the parties.

19. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names.

REAL PROPERTY

20. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

a. Home located at 2378 E 3860 S, St. George, UT 84790

21. Each party is awarded 50% ownership of the real property upon entry of the Decree of Divorce.

22. Petitioner shall reside at the home with parties child and grandchildren.

23. The parties shall jointly maintain the home until it is no longer needed to raise children and grandchildren at which time the home shall be placed for sale and equity from the sale divided equally between the parties after all costs associated with the sale of the home are paid.

24. Until the home is sold both parties shall be equally responsible for any costs, repairs, maintenance, mortgages and taxes for this piece of real property.

25. Petitioner shall be responsible for utilities and household expenses.

26. If there are any debts or obligations associated with these assets, the party awarded the asset shall assume all liability and financial responsibility associated therewith.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS

INTERESTS

27. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

28. The following joint bank accounts shall be divided equally between the parties upon entry of the Decree of Divorce:

- a. First Bank account ending 2664
- b. Mountain America account ending 9689

29. Each party shall be awarded any other bank accounts in their respective names.

30. Each party shall be awarded any retirement/pension accounts in their respective names free and clear of any claim by the opposing party.

31. Parties shall maintain 50/50 ownership of Brooke Smith Design and applicable DBA's. Both parties shall be equally responsible for all decisions and debts related to this business.

32. Petitioner shall be awarded Rocky Mountain Diesel Service, Inc and all associated debt. Respondent shall continue to receive a paycheck until business is sold. Upon sale of RMDS proceeds shall be divided equally between the parties unless agreed otherwise for tax or investment purposes.

33. Any other business ventures or real property acquired during the parties' marriage shall be divided in a fair and equitable manner between the parties.

DEBTS AND OBLIGATIONS

34. During the course of the marriage the parties incurred certain marital debt; the parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

35. Pursuant to § 30-3-5(1)(c)(ii), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

ALIMONY

36. Both parties waive any claim to spousal support from the other, now or forever.

TAX RETURN

37. The parties shall file taxes for the 2023 tax year as each deem appropriate.

ATTORNEY'S FEES

38. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

39. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

40. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

41. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement 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.

42. This Decree of Divorce is the result of a Stipulated Settlement Agreement reached through mediation. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

43. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person 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.

44. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

45. Respondent may be restored to her maiden name of McMurray if she so desires.

SMITH and SMITH
JOINT CUSTODY PARENTING PLAN

Each parent has a loving and valuable relationship with the child and shall work together cooperatively with regard to the child's physical care and financial and emotion support. The parents shall adhere to the following parenting plan provisions:

1. The parties shall make reasonable efforts to be effective co-parents. Each parent shall focus on the needs and interest of the child. Each parent shall give the child the opportunity to have a meaningful relationship with both parents.
2. The parties believe civil communication between is essential for an effective parenting relationship. The parties shall take steps to adopt procedures to ensure that they communicate in a civil manner. Except for time sensitive matters and in the event of an emergency, the parties shall communicate primarily through text or email. The parties shall be civil in all communication; name calling shall never be considered civil communication.
3. The parties recognize the importance of the child spending quality time with both parents and shall cooperate with each other and adjust the time-sharing arrangement when changes may be appropriate due to the travel or other commitments of the parties.
4. The parents shall reasonably share information regarding school, social, and other areas of the child's life that could assist both parents in making the best decisions for them. If information is available through websites, email list, etc., each party shall obtain the information directly from these sources.

5. Both parents shall have direct access to all school, medical, and other child-related information and shall be notified immediately by the other parent in the event of a medical emergency. Each parent shall notify the other parent if they are taking a minor child to the doctor. Further, each parent shall both permit and encourage communication by the other parent with all doctors, clinics, school nurses, counselors, and other healthcare providers regarding the health and welfare of the child. Both parents shall have reasonable access during the treatment or care of the minor child. Both parties shall provide written authority to the other party to ensure both parties have any and all access to medical, dental, counseling, physiological, and psychological information, diagnoses, and prognoses.

6. Each parent shall be allowed to fully participate in the child's activities, including church functions, athletics events, recitals, school programs, etc.

7. When traveling with the minor child, the parties shall give all information required by Utah Code § 30-3-36 including the following: 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.

8. The parents shall mutually decide the significant decisions regarding the child, including but not limited to, the child's education, health care, and religious upbringing. The parties shall confer to make joint decisions regarding the minor child's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, and other major parenting decisions. In discharging this

obligation, the parents shall use the following decision-making procedure: 1) Identify the issues; 2) Develop possible solutions; 3) Choose the most sensible solution that considers the needs of everyone involved.

9. If the parties cannot mutually agree on major decisions including but not limited to the minor child's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, the parties shall attend mediation with a mutually agreed upon mediator with each party to pay their own mediation fees. Should the parties be unable to agree upon a mediator or mediation service, the party requesting mediation will arrange for mediation through Utah Dispute Resolution. A written record shall be prepared of any agreement reached in mediation and a copy provided to each party. If the parties cannot reach a decision in mediation, the parties may present the matter for decision to the Court. No dispute may be presented to the Court in this matter without a good faith attempt by both parties to resolve the issue through mediation. If the Court finds that a party has used or frustrated the dispute resolution process without good reason, then that party shall be responsible for all attorney's fees, court costs and mediation fees.

10. The parent with whom the child is residing at the time will make day-to-day decisions regarding the care, control, and discipline of the parties' child. A parent may make emergency decisions regarding the health or safety of the child when the child is in their care.

11. Both parents shall have access to the child during school and shall have authority to check the minor child out of school. Both parties shall be listed as a point of contact

for school communications. In the event the parties cannot agree on educational decisions, the parties shall attend mediation in an effort to resolve the matter.

12. Expenditures related to cosmetic surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by a child's insurance requires the prior and mutual consent of both parents in writing, with both parents signing the written confirmation. The portions of payment for the procedures are to be negotiated as part of the consent and mutual approval prior to the procedure. The parties shall not inform a minor child of the potential of the procedures and/or have a minor child assess for any of the procedures prior to receiving the consent of the other parent. A minor child shall not receive the cosmetic, surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by the child's insurance, prior to receiving the written consent provided herein. Sanctions for violating this provision include, but are not limited to, a parent being denied reimbursement for said procedure.

13. No insured or uninsured medical or psychological treatment shall be undertaken without knowledge and consent of both parties unless in an emergency. Consent shall not be unreasonably withheld. If parties cannot agree, they shall attend mediation.

14. 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 conflicts with the parent-time schedule. The parties agree to cooperate to accommodate such events and to communicate about them a reasonable time in advance.

15. Any parental duties or rights not specifically addressed in this plan will be discussed and mutually decided and agreed upon by both Parties.

16. The parties shall have parent-time with the minor child as set forth above. The receiving parent shall pick up the minor child for their designated parent time. The non-receiving parent shall have the minor child ready for the receiving parent at the time the minor child are to be picked up.

17. Each parent shall provide the other with his current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

18. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of phone, mail privileges and virtual parent-time if the equipment is reasonably available. The child is allowed to contact either parent at any time. When the child requests to speak with the other parent, each parent shall make reasonable efforts to facilitate the communication.

19. Parental care shall be presumed to be better care for the minor child than surrogate care and both parties shall be awarded the right of first refusal to provide care for the minor child when the other party would require surrogate care for overnight periods.

20. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

21. Both parties are restrained from discussing the case in the presence of the minor child or allowing third parties to discuss the case in the presence of the minor child. Furthermore, both parties shall be restrained from making negative, disparaging, or derogatory comments about the other parent to or in the presence of the minor child and shall use their best efforts to restrain third parties from making any such comments in the presence of the minor child.

22. Neither party shall make social media posts about the other party or publicly disparage the other party.

23. The parties shall not introduce anyone that they are dating to the minor child unless they are in a committed and exclusive relationship. Advance notice shall be given to the other party prior to introducing the child to their significant other.

24. The parties shall create a shared calendar which the parties shall maintain and use to communicate with the other parent about events for the minor child.

25. Both parties are mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the minor child or before transporting the minor child. The parties shall keep all alcohol or drugs locked away from the minor child.

26. If one party fails to comply with a provision of this parenting plan, the other parties' obligations under the Parenting Plan are not affected.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 26th day of July 2023.

E-signed by Wade Taylor

with permission of Eric Robert Smith

/s/ Eric Robert Smith

ERIC ROBERT SMITH
Petitioner

APPROVED AS TO FORM this 26th day of July 2023.

*E-signed by Wade Taylor
with permission of Brooke Riley Smith*

/s/ Brooke Riley Smith

BROOKE RILEY SMITH
Respondent

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 24th day of July 2023, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

BROOKE RILEY SMITH
Respondent
Email: Brookersmith12@gmail.com

LAW OFFICES OF WADE TAYLOR
/s/ Wade Taylor

WADE TAYLOR
Attorney

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of August 2023, I caused a true and correct copy of the foregoing *Divorce of Divorce* to be sent to the following by the method indicated below:

VIA E-MAIL:

ERIC ROBERT SMITH

Petitioner

Email: ersmith2469@gmail.com

BROOKE RILEY SMITH

Respondent

Email: Brookersmith12@gmail.com

LAW OFFICES OF WADE TAYLOR

/s/ *Wade Taylor*

WADE TAYLOR

Attorney