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**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, FARMINGTON DEPARTMENT, STATE OF UTAH**

In the matter of the marriage of:

**AARON BRADLEY CLARK,
Petitioner,**

and

**MICHELLE LYNN CLARK,
Respondent.**

DECREE OF DIVORCE

Civil No. 234700179

Judge Michael D. DiRada
Commissioner Julie Winkler

The above-captioned matter came before the Court on a *Stipulated Verified Petition for Divorce*, filed January 31, 2023. Aaron Clark (herein after referred to as “Aaron”), and Michelle Clark (herein after referred to as “Michelle”), entered into a *Stipulation and Settlement Agreement and Parenting Plan* (the “Agreement”), filed February 15, 2023, which resolved all issues between them. The Court, having reviewed the pleadings on file, and good cause appearing therein, entered its *Findings of Fact and Conclusions of Law*. Now fully informed, the Court hereby

ORDERS, ADJUDGES, AND DECREES:

1. The parties entered into the Agreement freely and voluntarily. The parties entered into the Agreement either upon the advice of their counsel or having had the opportunity to consult with counsel. The parties each desired the agreement to be binding upon them.
2. **Jurisdiction.** The parties are both bona fide residents of Davis City, Utah and have been for more than three months making jurisdiction and venue proper in Utah pursuant to Utah Code section §78B-3-205.
3. **Marriage Statistics.** Aaron and Michelle were married on February 18, 2000, in American Fork, Utah County, Utah.
4. **Grounds.** The parties are presently married and agree that irreconcilable differences have arisen between them, which differences have made the continuation of their marriage, impossible, and they both desire a divorce.
5. Neither party is in the military nor served in the military during their marriage.
6. **Minor Children.** During the marriage, three children were born, two of which remain minors, to wit: E.C., born June 2006 and N.C., born September 2008. No other children are expected. The minor children have resided in Utah for at least six months and no other court has jurisdiction over these children; therefore, Utah has jurisdiction over the children pursuant Utah 78B-13-101, *et. seq.*
7. **Custody/Parent-Time.** The parties shall be awarded joint legal and physical custody of the minor children.
8. It is in the best interests of the minor children that the parties equally share parent-time on a 50/50 timesharing schedule. The parties shall share parent-time with the minor children on a week-on/week-off time-sharing schedule. The parties shall exchange the children at school or at

9:00 a.m. to the other parent's home if school is not in session.

9. Holiday Parent-Time. The parties shall cooperate to share holiday time as they can agree; if they cannot agree, then they shall adopt Utah Code §30-3-35.1 with Aaron identified as the custodial parent for purposes of holiday time only. The holiday parent-time calendar is included for reference as follows:

Holiday Parent-Time Schedule

Holiday	Holiday Time Period	Years Aaron is Granted Holiday	Years Michelle is Granted Holiday
Dr. Martin Luther King Jr. Day	(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.	Odd years	Even years
President's Day	(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.	Even years	Odd years
Spring Break	(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.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child;	Even years	Odd years

	<p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Memorial Day; or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p>		
Mother's Day	<p>1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Independence Day	<p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>	Odd years	Even years
Pioneer Day	<p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>	Even years	Odd years
Labor Day	<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Labor Day; or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>	Odd years	Even years
Columbus Day	<p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>	Even years	Odd years
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Odd years	Even years
Halloween	<p>(1) Holiday begins on October 31st or the day that</p>	Even years	Odd years

	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.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(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.	Even years	Odd years
Winter Break (First Half)	(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.	Odd years	Even years
Winter Break (Second Half)	(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.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

10. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

11. Summer Parent-Time. Each party shall be allowed to have two weeks of uninterrupted parent-time with the minor children during the summer, which may be consecutive. Each parent shall provide notification to the other parent of the parent's plans for exercising parent-time for summer break. In odd-numbered years, Aaron shall provide notice to Michelle of his summer parent-time block by March 1st and Michelle shall provide notice to Aaron of her summer parent-

time block by March 15th. In even numbered years, Michelle shall provide notice to Aaron of her summer parent-time block by March 1st and Aaron shall provide notice to Michelle of his summer parent-time block by March 15th. If either parent fails to provide notification within these time periods, the complying parent may determine the schedule for summer break for the non-complying parent. If both parents fail to provide notice within these time periods, the first parent to provide notice may determine the schedule for summer break for the other parent after March 15th.

12. Parenting Plan. The parties shall adopt the following parenting plan:

- a. The objectives of this parenting plan are to: (a) provide for the children's physical care; (b) maintain the children's emotional stability; (c) provide for the children's changing needs as they grow and mature in a way that minimizes the need for future modifications to the parenting plan; (d) set forth the authority and responsibilities of each party with respect to the children consistent with definitions outlined in Utah Code 30-3-10.9; (e) minimize the children's exposure to harmful parental conflict; (f) encourage the parents, where appropriate, to meet the responsibilities to their minor children through agreements in the parenting plan rather than relying on judicial intervention; and (g) protect the best interest of the children.
- b. The parties shall cooperate to promote the following goals: maintaining a loving, stable, consistent, and nurturing relationship with the children, attending the daily needs of the children such as feeding, clothing, physical care, grooming, supervision, healthcare, daycare, and engaging in other activities which are

appropriate to the developmental level of each child and that are within the social and economic circumstances of the family; attending to adequate education for the children, including remedial or other education essential to the best interests of the children; assisting the children in developing and maintaining appropriate interpersonal relationships; exercising appropriate judgment regarding the children's welfare, consistent with their developmental level and family social and economic circumstances; providing for the financial support of the children; and maximizing the continuity and stability of each child's life.

c. The parties shall be entitled to alter their parent-time schedule as they mutually agree, and such changes are preferable to seeking judicial resolution of issues. In developing and coordinating schedules, the parties shall be guided by the objectives of allowing each parent to develop and maintain a meaningful relationship with each child, providing the children with a stable environment, accommodating the children's school and other schedules, and cooperating to accommodate both parties' employment schedules.

d. Special consideration shall be given by each party to make the children available to attend family function including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significance events in the lives of the children or in the life of either parent which may inadvertently conflict with the regular parent-time schedule, although neither party shall be permitted to intrude upon the other parent's parent-time without a written agreement.

e. Parental care is preferable to surrogate care. Each parent is afforded the

first right of refusal to provide parental care for the children during the other party's regularly scheduled parent-time if the other party is unavailable to personally provide parental care for an overnight period, so long as the parent wishing to exercise the right of first refusal provides all transportation. Each party shall be under an affirmative obligation to give the other party at least 72 hours advance notice if he or she will be unable to personally provide parental care for the children overnight, and the other party shall be under affirmative obligation to respond promptly to such offers. Scheduling a sleepover with the children's extended family and/or peers does not trigger the right of first refusal. Both parties shall be reasonable, cooperative, and communicative, respecting the right of first refusal.

f. Each party shall have free and open access to all information regarding the children, including medical records, school records, mental health records, ecclesiastical records, etc. This means, among other things, that both parties shall be fully entitled to contact the children's school, doctors, therapists, daycare providers, church leaders, etc. to obtain information about the children.

g. The parties shall notify one another within 24 hours (or as soon as possible) of receiving notice of all significant school, social, sports, and community functions in which the minor children are participating or being honored (unless the parents both receive notification directly and each parent shall be able to obtain any such information directly) and both parties shall be entitled to attend and participate fully.

- h. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information regarding the children's emotional needs, accomplishments, and other information appropriate to share with the other parent.
- i. Communication shall be between the parties only and shall not involve third parties. Communication between the parties shall be brief and succinct regarding the children, their needs and/or parent-time changes. If necessary, the parties shall utilize Our Family Wizard to communicate with each other regarding the children. Any message received through Our Family Wizard shall be responded to within 24 hours.
- j. Each party shall provide the other party with his or her current address, telephone number, and email address, and to notify the other party of any changes to his or her current address, telephone number, or email address within 24 hours of any change.
- k. Each party shall provide all surrogate care providers with the name, current address, and telephone number of the other party, and to provide the other party with the name, current address, and telephone number of all surrogate care providers.
- l. The parties shall minimize the children's exposure to parental conflict. Parent-time exchanges shall be without tension or contention for the children's benefit. The parties shall be courteous and respectful when exchanging the children, and to defer discussing any disputes until a time and place outside of the

children's presence.

m. The parties shall be prohibited from directly or indirectly using any of the children as a means of communicating with each other, or otherwise placing any of the children in the middle of any disputes between the parties.

n. The parties shall be prohibited from disparaging one another to any of the children or in the presence of any of the children or allowing others to do the same. The parties are not to make negative remarks about each other in front of the children and are not to tolerate negative remarks made by others. Each party shall be required to remove the children from the presence of any third party who is disparaging the other party to the children, or in front of the children.

o. Neither parent shall expose the minor children to inappropriate adult materials or transient romantic relationships or illegal drugs, domestic violence, or individuals who are impaired by alcohol or drugs.

p. Each party shall be entitled to reasonable, unmonitored, and uncensored telephone, text message, email, and webcam contact with the children when they are with the other party, provided the contact is not particularly time-consuming nor intrusive upon the other party's parent-time. Any phone calls or webcam sessions shall be mutually agreed-upon dates and times.

q. The parties shall share the obligation to transport the children for parent-time. The party who is to begin parent-time shall retrieve the minor children from the other party's home, or from school or childcare. When dropping off or picking up the minor children for parent-time, the parties shall park curbside, or at the end

of the driveway, in full view of the other party's front door so that minor children can see their parent is there to pick them up and the parents can observe the minor children getting into the other parent's car safely.

r. Neither party shall transport the minor children or exercise parent-time if he or she is impaired by alcohol or drugs.

s. A stepparent, grandparent, or other responsible adult designated by either parent may pick up the children for parent-time if the other parent is aware of the identity of the individual and the parent will be with the children by 7:00 p.m. the same day.

t. For emergency purposes, whenever the children travel with either parent, all of the following shall be provided to the other parent: (a) an itinerary of travel dates; (b) destinations; (c) places where the minor children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location.

u. Either party may travel outside the state of Utah or internationally without permission from the other parent, so long as they give the other parent written notice at least four weeks in advance for international travel and two weeks in advance for out-of-state travel. If the travel is required due to an emergency, the party intending to travel with the minor children shall provide the other party with the required travel information immediately upon obtaining the information.

v. The parties shall cooperate to obtain passports for the minor children. The parties shall cooperate to obtain the passport paperwork and to execute the

paperwork. This shall also happen any time the passports need to be renewed or replaced for any reason. The parties shall cooperate in providing the passports to the other parent as needed for travel with the minor children. The parties shall follow the CDC and State Department recommendations regarding travel with the minor children. The parent traveling internationally with the minor children shall provide the following information to the other parent at least four weeks in advance of the travel or immediately upon obtain the information in the event of an emergency: (a) an itinerary for travel with dates; (b) flight numbers; (c) hotels or Airbnb arrangements; and (d) contact information in the country where they will travel.

w. If either party relocates more than 150 miles from their current residence, the parties shall adopt the relocation statute §30-3-37 of the Utah Code. Each parent shall be obligated to provide one another a minimum of 60 days' advanced written notice if he or she plans to move out of the state or more than 75 miles from Davis County, Utah.

x. Each party shall be entitled to make decisions regarding the day-to-day care and control of the children while that parent is exercising parent-time. If an emergency arises affecting the health or safety of one or more of the children, the parent exercising parent-time shall have the authority to make emergency decisions affecting the health or safety of the child. That said, the party exercising parent-time during an emergency shall use his or her best efforts to inform the other party of the emergency and to advise and consult with the other party

regarding emergency medical treatment of the child.

y. The parties shall be awarded joint legal custody. Joint legal custody means that regarding parental decisions other than day-to-day issues, the parties need to cooperate with one another in a reasonable co-parenting fashion. The parties shall advise and consult with one another in good faith regarding: (a) the children health and non-emergency medical, dental, and psychological treatment for the children, including the selection of professionals and procedures; (b) the children's education and schooling, including where the children attend school; and (c) all other major parental decisions for the children. If the parties are unable to agree on a matter regarding the minor children, they shall follow the recommendations of the providers for the children such as doctor/dentist or teacher/principal or coach/specialist. If the parties still disagree, then they shall equally share the costs for at least one good faith session of mediation on the disputed issue before asking the Court to determine the issue. The parties may also use a co-parenting therapist to assist them in any disputes. Neither party shall have final decision-making authority.

z. In the event of any future dispute or disputes between the parties, including a motion to enforce any orders or a petition to modify custody or parent-time, the parties shall be obligated to mediate in good faith with a mutually agreed upon neutral mediator. Mediation shall occur prior to any court hearing, except in emergency situations requiring immediate orders to protect the children. The parties shall equally share the mediator's fee. If the parties cannot agree on a

mediator, the Court shall appoint a mediator. Any agreements reached at mediation shall be reduced to writing and signed. If the Court finds that one party has used or frustrated the mediation process without good cause, the Court shall award attorney fees, costs, and other financial sanctions to the other party.

aa. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor children.

bb. The parent with the minor children in his or her care shall be responsible for ensuring the minor children's homework and school projects are complete and for transporting the minor children to and from school on time or to the other parent.

END OF PARENTING PLAN

13. **Child Support.** Aaron shall be ordered to pay child support to Michelle. Child support shall be calculated based on a joint custody worksheet based upon Aaron's gross monthly income and Michelle's imputed gross monthly income. Child support shall be paid to Michelle as part of total family support as further detailed in the paragraphs below. For the year 2023, the parties shall calculate child support as follows: Aaron's gross monthly income is \$12,388.00 and Michelle's imputed gross monthly income is \$1,250.00 per month and with the parties sharing 50/50 parent-time, Aaron's child support obligation shall be \$815.00 per month. All provisions of the Utah Child Support Act shall apply regarding calculation, modification, revisions, and reductions of child support. Child support shall be paid in two equal sums either based on Aaron's payroll or pursuant to the Utah Child Support Act with one half of the support due on or before the 5th of each month and one-half due on or before the 20th of each month. Child

support shall be paid by automatic deposit. If child support is more than thirty days late, then Michelle may pursue a case for collection with the Office of Recovery Services pursuant to Utah law.

14. **Medical/Dental Expenses.** In accordance with Utah Code §78B-12-212, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage at the most reasonable cost. Historically, Aaron has covered the children on his medical insurance through his employer, and he shall continue to do so, as long as the health insurance is offered at a reasonable cost. The parties shall equally share the pro rata cost of the children's portion of their insurance premium.

a. The parties shall share all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children. The party who incurs an expense shall pay for it and then provide the verification of the expense and its payment to the other parent within thirty days of the actual event. The other parent shall then have thirty days to reimburse his or her $\frac{1}{2}$ share of the out-of-pocket or uninsured cost.

b. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, Aaron's health, hospital, or dental insurance plan shall be primary coverage for the dependent children and Michelle's health, hospital, or dental insurance plan shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are

covered by a stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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.

c. In addition to any other sanctions provided by the court, a parent incurring medical expenses shall 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 a timely exchange of receipts/verification of the expenses for reimbursement.

15. Extracurricular Expenses/School Expenses. The parties shall equally share the children's extracurricular expenses, lessons, summer camps, school dances, pictures, etc. For each expense, the parties shall first advise each other in advance of the costs so a parent is not obligated for an excessive or unreasonable expense, but otherwise the parties wish to support their children in their usual and expected extracurricular, school, and sports opportunities and those that they will grow into unless such activities or opportunities are excessively expensive. The party who incurs an agreed upon extracurricular expense shall pay for it and then provide the verification of the expense and its payment to the other parent within thirty days of the actual event. The other parent shall then have thirty days to reimburse his or her $\frac{1}{2}$ share of the cost. In addition to any other court sanctions, a parent incurring extracurricular expenses shall 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 a timely exchange of receipts/verification of the expenses for reimbursement or disregards the wishes of the other parent when incurring an expense, or who fails to obtain reasonable consent prior to incurring the expense. The parties agree and

understand that either parent may attend the children's activities whether it takes place on his or her parent-time.

16. Alimony. Aaron shall pay Michelle total family support of alimony and child support. Alimony shall be paid by Aaron to Michelle for a term of 11 years based on Michelle's standard of living, her ability to contribute to her needs and Aaron's ability to pay her alimony. Child support shall follow the children and shall continue even after alimony ends until each child has turned 18 years of age or graduates from high school, whichever occurs last. The parties agree that Michelle shall increase her income going forward over the next ten-year period and they have taken that into account in fashioning an alimony award. To that end, the parties agree that for the 2023 year, Aaron shall pay Michelle \$63,000.00 or \$5,250.00 per month in total family support that shall be prorated the first month after entry of the divorce, e.g., if the divorce is finalized on February 15, then Aaron shall pay alimony in the amount of \$2,625.00 for the second half of February. Because the child support amount commencing after entry of this decree shall be \$815.00 per month, that means that of the total support of \$5,250.00, \$815.00 of it is child support and \$4,435.00 is deemed alimony. In 2024, Aaron shall pay total family support in the amount of \$4,417.00 per month (\$3,602.00 of which is alimony, and \$815.00 of which is child support); in 2025, Aaron shall pay total family support in the amount of \$3,583.00 per month (\$2,768.00 of which is alimony, and \$815.00 of which is child support); in 2026, Aaron shall pay total family support in the amount of \$2,750.00 per month (\$1,935.00 of which is alimony, and \$815.00 of which is child support). For the years 2017 – 2033, Aaron shall continue to pay Michelle total family support in the amount of \$2,750.00 per month even though the parties' youngest child will have reached the age of maturity as of September 2026. In addition,

based on the parties' agreement on incomes, the overall support payments will reduce as Michelle increases her earning capacity and as the child support reduces due to children emancipating.

17. Debts. During the marriage the parties acquired various marital debt. The parties anticipate paying off all joint credit card debt before the decree of divorce is entered. The only remaining joint debt the parties shall have to be divided pertain to the marital home and the vehicles, which are addressed in those separate paragraphs herein.

18. Real Property. During the marriage the parties acquire real property located at 812 N. 625 E., Kaysville, Utah 84037. The parties shall defer the sale of the home for three years from the filing of the *Stipulated Verified Petition for Divorce*. During that time, Michelle shall be awarded the possession and use of the home. During the next three years, the parties shall each pay one-half of the mortgage, repairs, and agreed upon renovations for the house. The parties shall maintain the HELOC with GoldenWest Credit Union for the three years to have access to those funds to pay any agreed upon renovations on the home. Each party shall be responsible for paying one-half of the monthly payments on the HELOC. When the parties sell the home, they shall pay off the remaining balance on the HELOC from the proceeds of the sale. To determine the value of the home the parties shall obtain an appraisal from an agreed upon appraiser, and equally split the costs of those fees. The appraisal shall be used to set the value of the home. When the parties are ready to put the home up for sale, the parties shall use an agreed upon realtor and follow any instructions and/or suggestions the realtor has to sale the home at the best prices possible. The parties shall equally split the proceeds of the sale of the home, less the mortgage balance, HELOC balance, and any realtor fees and costs.

19. Vehicles. Each party shall be awarded his or her own vehicle and shall be solely responsible for vehicle loans and/or loans from family members or loans from friends and they shall indemnify and hold harmless the other on any obligations, repairs, and/or upkeep and maintenance of the same. Michelle shall be awarded the Toyota Highlander free and clear of Aaron and shall indemnify and hold him harmless of the same; and she shall be solely responsible for any obligations associated with the Toyota Highlander. In lieu of having to refinance the Toyota Highlander and obtaining an auto loan with a possibly higher interest rate, Michelle shall take over the payments on the auto loan on the Toyota Highlander and shall maintain those payments in good standing to protect the parties' credit scores. Aaron shall be awarded the 2019 Honda Accord Hybrid free and clear of Michelle and shall indemnify and hold her harmless of the same. The parties also have a 2006 Honda Accord, which they shall keep titled to both parties for each of them to use but shall also be available for the parties' children to use when they come of age to drive. But for the 2006 Honda Accord, if either of the remaining vehicles are jointly titled or under joint obligation, the parties shall cooperate to re-title the vehicle or refinance the obligation to remove the party that was not awarded the vehicle from the title or obligation. The parties shall arrange to obtain their own vehicle insurance upon the signing of the decree of divorce if they have not already done so.

20. Personal Property. During the marriage the parties acquired marital personal property, which the parties shall cooperate to divide. Each party shall be awarded any property that was received by gift or inheritance and all marital property shall be equitably divided. If the parties are unable to agree, then they shall attend mediation to allocate any disputed property.

21. Bank Accounts. During the marriage the parties acquired various bank accounts. The

parties shall be awarded their separate bank accounts and the parties shall cooperate to close any joint accounts and equally divide any funds in those joint accounts.

22. Other Financial Accounts. During the marriage, the parties acquired certain retirement, pension, or other accrued benefits. The parties shall equally divide Aaron's TSP account and accumulated FERS pension. The parties shall engage Rori Hendrix, or another agreed upon professional, to prepare the necessary QDROs and/or orders to divide the retirement accounts. The parties shall share the cost to prepare the QDROs. The parties agree to use the date of entry of the decree of divorce for the date of valuation and division of the retirement funds.

23. Aaron has a health savings account, and the parties shall equally divide the balance of this account at the time of the decree of divorce.

24. The parties have 529 accounts in the children's names. The parties shall leave these accounts as they are and shall maintain each account as they have historically done.

25. Other Assets. The Court shall make equitable orders about the division of all other marital assets.

26. Dependency Exemption. Over the next three years, and until the marital home is sold, Michelle shall be entitled to claim the minor children as dependents on her tax returns and shall receive the child tax credit and any education tax credits for the minor children. During this same three-year time-period, Aaron shall be entitled to claim 100% of the mortgage interest on his tax returns.

27. After the three-year time-period and the marital home is sold, the parties shall share the opportunity to claim their minor children as a tax exemption so long as Aaron is current in his total child support obligations (child support, medical/dental/insurance costs) by the end of each

calendar year. In addition, the parties shall have the option to adopt a buy-out provision for the tax exemption if doing so will benefit the parties. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child when he or she is entitled to the exemption or when the parties have agreed to a buy-out of the other party's exemption. If a party cannot realize a benefit from claiming the child or children, then the other parent shall be entitled to claim the child or children.

28. Taxes. The parties shall communicate with a CPA to determine the maximum benefit in filing taxes and utilizing any tax credits for the 2022 tax year. Both parties shall equally share any tax obligations incurred in good faith during the marriage if any exist or any tax return to be received.

29. Life Insurance. It is fair and reasonable that Aaron maintains or obtains life insurance sufficient to insure any spousal or child support obligations. He shall name Michelle and the children as the beneficiaries and name Michelle as the trustee. Once Aaron's support obligations have expired, then he may change the beneficiary of his polices or terminate any such polices.

30. Mutual Restraining Order. Both parties shall be restrained from speaking derogatorily about the other parent. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties shall be mutually restrained from harassing and threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from

such circumstances. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

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

32. **Family Name.** Michelle shall be restored the use of her family name, Michelle Lynn Arnett, if she desires.

33. **Attorney Fees and Costs.** Each party shall pay his or her own attorney fees; however, if either party violates their decree or parenting plan then the court may award attorney fees to the prevailing party.

34. **Mediation.** If future disputes arise related to the party's decree or parent-time, the parties shall engage in mediation before litigation and shall equally share the mediation costs.

35. **Other Provisions.** The parties understand that if either party owns a life insurance policy or an annuity contract and no changes are made to the policy then the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract unless they subsequently change those designations through their providers.

36. Pursuant to Utah Code 15-4-6.5 the parties are advised:

a. On the entering of a decree of divorce or separate maintenance of the joint debtors in contract, the claim of a creditor remains unchanged unless otherwise provided by the contract or until a new contract is entered into between the creditor and the debtors individually.

b. In addition to the creditor's duties as a secured party under Title 70A, Chapter 9a, Uniform Commercial Code – Secured Transactions, and the creditor's

duties as a trustee or beneficiary of a trust deed under Title 57, Chapter 1, Conveyances, a creditor, who has been notified by service of a copy of a court order under Section 30-3-5 or 30-4-3 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, shall provide to the debtors individually all statements, notices, and other similar correspondence required by law or by the contract.

c. Except as provided in Subsection (3)(b), a creditor may continue to make negative credit reports of joint debtors under Section 70C-7-107 and may report the repayment practices or credit history of joint debtors under Title 7, Chapter 14, Credit Information Exchange.

d. With respect to a debtor who is not ordered by the court under Sections 30-3-5 or 30-4-3 to make payments on a joint obligation, no negative report under Section 70C-7-107, and no report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order as required under Subsection (2), unless the creditor has made a demand to the debtor for payment because of the failure to make payments by the other debtor, who is ordered by the court to make the payments.

37. Final Documents. Aaron's attorney shall prepare the findings, decree, and other final documents for entry of the divorce.

38. Both parties shall sign whatever documents are necessary to transfer title and quit claim

deeds or any other documents necessary.

END OF DECREE OF DIVORCE

**** 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:

/s/ Michelle Clark

Michelle Clark

*Electronically signed by Melissa M. Bean
with permission from Michelle Clark on
February 22, 2023*

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing *Decree of Divorce* will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

Dated this 22nd day of February 2023.

BEAN FAMILY LAW

/s/ Melissa M. Bean

*Melissa M. Bean
Attorney for Aaron Clark*

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of March 2023, I caused to be delivered a true copy of the foregoing **DECREE OF DIVORCE** to Michelle Clark, appearing *pro se*, via email to the following:

Michelle Clark
michellelynnclark@gmail.com

/s/ Liberty Stevenson _____
Liberty Stevenson
Paralegal to Melissa M. Bean