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

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IN THE MATTER OF THE MARRIAGE  
OF:

CHRISTOPHER ROBERT ROSS,  
Petitioner,

and

CRYSTAL SUE ROSS,  
Respondent.

**DECREE OF DIVORCE**

Case No. 244701148

Judge: Ronald Russell

Commissioner: Christina Wilson

In accordance with Utah Code 81-4-406, the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Amended Stipulation*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

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*In the Matter of the Marriage of Christopher Ross and Crystal Ross*

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1. Crystal Sue Ross is awarded a Decree of Divorce from Christopher Robert Ross on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

#### **JURISDICTION AND GROUNDS**

2. Christopher and Crystal are residents of Davis County, State of Utah, and have been for three months immediately prior to filing this action.

3. During the marital relationship the parties have resided in the state of Utah and this court has jurisdiction over Crystal pursuant to Utah Code 81-4-402(1).

4. Christopher and Crystal were married on July 17, 2010 in Kaysville, State of Utah, and are presently married.

5. The parties have two minor children born as issue of their marriage, to wit: V.R.R., born in December 2013; and F.L.R., born in July 2017.

6. Pursuant to Utah Code 78B-13-102(7), Utah is the home state of the parties' minor children and has jurisdiction to make an initial custody determination under Utah Code 78B-13-201(1), in that the children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

7. During the course of the marriage, the parties have experienced irreconcilable differences that have prevented the parties from pursuing a viable marriage relationship.

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**MINOR CHILDREN**

8. Neither party is receiving any public assistance for the benefit of the dependent children.

9. Pursuant to Utah Rule of Civil Procedure 100(a), the parties state upon information and belief that there are no proceedings for custody, child support, or parent-time; a protective order; or a criminal or delinquency case in regard to the above-named minor children filed or pending in the Juvenile Court of this or any other state.

10. **Custody:** The parties have historically shared in the day-to-day responsibility and care for the minor children. Therefore, it is in the best interests of the parties' minor children that they be awarded joint physical custody.

11. It is in the best interests of the minor children that the parties share joint legal custody. A parenting plan is included herein.

12. **Parent-Time:** Parent-time should be as the parties agree. If the parties do not agree, then parent-time should be shared on a 50/50 basis. Crystal asserts that the statutory requirements of Utah Code 81-9-305 have been met to support the equal parent-time schedule. Regular parent-time should be on a rotated on a 2-2-5-5 basis. This two-week rotating schedule is represented visually as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk1	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Wk2	Dad	Dad	Mom	Mom	Mom	Mom	Mom

13. **Holidays and Summer Parent-Time:** The holiday and summer parent-time visitation should be as the parties agree. If the parties cannot agree, then holiday parent-time should be

consistent with Utah Code 81-9-302 with Crystal being designated as the custodial parent. The parties should give each other at least thirty (30) days' advance notice of their choice of extended parent-time. In the event of a conflict, Crystal should have first choice of extended parent-time in all odd-numbered years and Christopher should have first choice of extended parent-time in all even-numbered years.

14. The holiday parent-time schedule provided in Utah Code 81-9-302 is as follows:

Even Year s	Odd Year s	Holiday and Time
Dad	Mom	<b>Martin Luther King Jr. Holiday</b> (1) Holiday begins Friday at: <ol style="list-style-type: none"> <li>9:00 am if school is not in session and the parent can be with the child;</li> <li>The time that school is regularly dismiss; or</li> <li>6:00 pm at the election of the parent granted the holiday.</li> </ol> (2) Holiday ends at 7:00 pm on the day before school resumes.
Mom	Dad	<b>President's Day</b> (1) Holiday begins Friday at: <ol style="list-style-type: none"> <li>9:00 am if school is not in session and the parent can be with the child;</li> <li>The time that school is regularly dismiss; or</li> <li>6:00 pm at the election of the parent</li> </ol>

		<p>granted the holiday.</p> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Dad	Mom	<p><b>Spring Break</b></p> <p>(1) Holiday begins at 6:00 pm on the day that school dismisses for spring break.</p> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Mom	Dad	<p><b>Memorial Day</b></p> <p>(1) Holiday begins Friday at:</p> <p>a. 9:00 am if school is not in session and the parent can be with the child;</p> <p>b. The time that school is regularly dismiss; or</p> <p>c. 6:00 pm at the election of the parent granted the holiday.</p> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Dad	Mom	<p><b>Juneteenth National Freedom Day</b></p> <p>(1) Holiday begins at:</p> <p>a. 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or</p> <p>b. 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p>

		(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Mom	Dad	<b>Independence Day - July 4<sup>th</sup></b> (1) Holiday begins on July 3 <sup>rd</sup> at 6:00 pm. (2) Holiday ends on July 5 <sup>th</sup> at 6:00 pm.
Dad	Mom	<b>Pioneer Day - July 24<sup>th</sup></b> (1) Holiday begins on July 23 <sup>rd</sup> at 6:00 pm. (2) Holiday ends on July 25 <sup>th</sup> at 6:00 pm.
Dad	Mom	<b>Labor Day</b> (1) Holiday begins Friday at: <ul style="list-style-type: none"> <li>a. 9:00 am if school is not in session and the parent can be with the child;</li> <li>b. The time that school is regularly dismiss; or</li> <li>c. 6:00 pm at the election of the parent granted the holiday.</li> </ul> (2) Holiday ends at 7:00 pm on the day before school resumes.
Mom	Dad	<b>Columbus Day</b> (1) Holiday begins at 6:00 pm on the day before Columbus Day. (2) Holiday ends at 7:00 pm on Columbus Day.
Dad	Mom	<b>Fall Break</b> (1) Holiday begins at 6:00 pm on the day that school

		<p>dismisses for fall break.</p> <p>(2) Holiday ends at 7:00 pm on the day before school resumes.</p>
Mom	Dad	<p><b>Halloween</b></p> <p>(1) Holiday begins on October 31<sup>st</sup> or the day that Halloween is traditionally celebrated in the local community:</p> <ol style="list-style-type: none"> <li>At the time that school is dismissed; or</li> <li>At 4:00 pm if there is no school.</li> </ol> <p>(2) Holiday ends at 9:00 pm on the same day the holiday begins.</p>
Mom	Dad	<p><b>Veteran's Day</b></p> <p>(1) Holiday begins at 6:00 pm on the day before Veteran's Day.</p> <p>(2) Holiday ends at 7:00 pm on Veteran's Day.</p>
Dad	Mom	<p><b>Thanksgiving</b></p> <p>(1) Holiday begins on Wednesday at:</p> <ol style="list-style-type: none"> <li>6:00 pm; or</li> <li>The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</li> </ol> <p>(2) Holiday ends at 7:00 pm on the night before school resumes.</p>
Mom	Dad	<p><b>First Half of Winter Break</b></p> <p>(1) Holiday begins at:</p>

		<p>a. 6:00 pm on the day that school dismisses for winter break; or</p> <p>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.</p> <p>(2) Holiday ends on December 28<sup>th</sup> at 7:00 pm.</p>
Dad	Mom	<p><b>Second Half of Winter Break</b></p> <p>(1) Holiday begins on December 28<sup>th</sup> at 7:00 pm.</p> <p>(2) Holiday ends at 7:00 pm on the night before school resumes.</p>
Dad	Dad	<p><b>Father's Day</b></p> <p>(1) Holiday begins on Father's Day at 9:00 am</p> <p>(2) Holiday ends on Father's Day at 7:00 pm</p>
Mom	Mom	<p><b>Mother's Day</b></p> <p>(1) Holiday begins on Mother's Day at 9:00 am</p> <p>(2) Holiday ends on Mother's Day at 7:00 pm</p>
Dad		<p><b>Summer Break</b></p> <p>2 weeks of uninterrupted parent-time may be consecutive when school is not in session.</p> <p>The parties should give each other at least thirty (30) days' advance notice of their choice of extended parent-time</p>
Mom		<p><b>Summer Break</b></p> <p>2 weeks of uninterrupted parent-time may be consecutive when school is not in session.</p>



	The parties should give each other at least thirty (30) days' advance notice of their choice of extended parent-time
	<b>Child's Birthday</b> The child's birthday shall be celebrated with the parent who has regular custodial time on the actual date of the child's birthday. The non-custodial parent may, within reason and with prior agreement, be included in the celebration of the child's birthday.

**15. Transportation:** Wherever possible, parent-time exchanges should occur through the children's school/daycare, wherein the parent ending their parent-time timely drops the children off at school/daycare and the parent beginning their parent-time picks the children up from school/daycare. In all other instances, the parent beginning his or her parent-time should be responsible for transportation and the exchanges should occur curbside<sup>1</sup>. The parties should be mindful of the importance of promptness when parent-time exchanges occur outside of the children's school/daycare.

**16.** If either party is unavailable to personally transport the children for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected

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<sup>1</sup> In a curbside exchange, the retrieving parent should remain within an arm's distance of their vehicle and the other parent should remain within an arm's distance of their home. The parties are restrained from speaking to one another during the exchange.

that individual should immediately provide the other parent with that third party's name and contact information.

**17. Right of First Refusal:** Pursuant to Utah Code 81-9-202, parental care is presumed to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time overnight, they should have the right of first refusal. A parent exercising the right of first refusal should be solely responsible for picking the children up and dropping them back off.

**18. Virtual Parent-Time:** Both parents should allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

**19. Address and Phone Number:** The parties should keep each other informed of their address and telephone number at all times.

#### **CHILD-RELATED FINANCES**

**20. Child Support:** Crystal is employed full-time and earns a gross monthly income of \$5,736.00 for purposes of calculating child support. Christopher is employed full-time and earns a gross monthly income of \$11,542.00 for purposes of calculating child support. The joint custody worksheet should be used to calculate child support, awarding Crystal 183 overnights and Christopher 182 overnights. In accordance with Utah Code 81-6-203 and the joint custody worksheet, Christopher should be ordered to pay child support to Crystal for the parties' children in the amount of \$415.00 per month commencing March 1, 2025.

- a. The child support will be paid until (1) a minor child reaches the age of majority or graduate High School in the expected year 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 et seq.
- b. If child support becomes delinquent more than three times, the matter may be referred to the Office of Recovery Services (ORS) for enforcement, and the parent responsible for payment shall be obligated to pay all associated ORS fees.
- c. The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5 (1953 as amended). Any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure will apply to existing and future payers.
- d. Child support will be paid in two increments each month; half on the 5<sup>th</sup> and half on the 20<sup>th</sup> of each month.

**21. Medical Insurance Coverage:** The party with the best coverage should be ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children.

22. If at any time the children are covered by the insurance plans of both parents, Crystal's plan should be designated as primary coverage and Christopher's plan should be secondary coverage for the children. *Utah Code 81-6-208(7)*.

23. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan should be treated as if it is the plan of the remarried parent and should retain the same designation for primary or secondary insurance as described above.

24. If the court or an administrative agency must determine which parent should be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

- a. Reasonableness of the cost;
- b. Availability of a group insurance policy;
- c. Coverage of the policy; and
- d. Preference of the custodial parent.

25. The party who carries the insurance on the children should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent children, and after initial enrollment on or before January 2 of each calendar year. That party should notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

**26. Medical Insurance Premiums:** In accordance with Utah Code 81-6-208(3) both parties should share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of minor children of the parties. The insurance premium should be automatically added to or subtracted from the child support obligation above.

**27. Out-of-Pocket Medical Expenses:** Each party should pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent.

**28.** Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children should provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent should reimburse them within thirty (30) days of receiving verification of payment. 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 expense or to recover the other party's share of the expenses if that party fails to comply with this provision. *Utah Code 81-6-208.*

**29. Notice to Medical/Dental Expense Creditors:** Pursuant to Utah Code 15-4-6.7, Utah Code 81-3-105 and Utah Code 81-6-208, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code 81-6-208, 81-4-204, or an administrative order under 62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

- a. Each party should send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;
- b. Notify the particular creditor of that party's current address; and
- c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a report of the debtor's repayment

practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

**30. Childcare:** Each party should be responsible and liable for one-half of the reasonable childcare costs actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs should be paid directly to the childcare provider in a timely manner. The parties should provide written verification of the cost and identity of the childcare provider to the other party, and should promptly notify the other party of any changes.

**31. Taxes:** The parties stipulate and agree that Christopher should claim F.R. as a tax exemption each year, and Crystal should claim V.R. as a tax exemption each year for the purpose of calculating their State and Federal income taxes. When F.R. is the only eligible child to claim as a tax exemption, the parties should alternate claiming F.R., with Crystal claiming F.R. the first available year.

**32.** Christopher's ability to claim the exemption should be conditioned on his being current on December 31<sup>st</sup> of that tax year in his child support obligations to Crystal.

**33.** Upon reasonable advance notice and request, each party should provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

**34. Extracurricular Activities:** If the parties have agreed to the children's participation in an extracurricular activity, then they should equally share the costs associated therewith. Neither

party is obligated to facilitate the children's participation in an extracurricular activity during their parent-time if they did not agree to the children's involvement.

**35. Education-Related Expenses:** The parties should be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

#### **PARENTING PLAN**

**36. Mutual Restraining Order:** The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained.

**37.** The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

**38. Communication:** Each party is restrained from using a minor children as a messengers for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical.

**39.** The parties will communicate only regarding issues relative to the welfare of the minor children. The parties may use text message or a phone call only in the event of an emergency.



Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

**40. Child Rearing:** The parties shall focus their attention on conversations about the children rather than each other. The parties shall encourage the children to understand that differences in parenting styles and households occur, and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children so long as it is not detrimental to the children's development.

**41.** In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes. This shall include: bedtime, homework, types of movies and video games the children are allowed to watch/play, and frequency of television and computer time. Should the children complain about a particular parent's rules for them, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the children in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had in a private and appropriate setting with the other parent, without going through the children.

**42. Medical Information:** Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the

other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

**43. Educational Information:** Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

**44. Notice of Activities:** Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

**45. Decision-making:** All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be discussed. Further, the parties will use the following decision-making procedure:

- a. Identify the issue
- b. Develop possible solutions
- c. Choose the most sensible solution that considers the needs and interests of everyone involved

**46. Tie-Breaking Procedure:** Under the terms of the above paragraph, the parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include where a child attends school,

elective medical, and changing a child's religion. If they are unable to reach an agreement, the parties will attend mediation prior to bringing the matter before the court.

**47. Emergency Medical Decisions:** The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

**48. Day-to-Day Decisions:** Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

**49. Implementation of Treatment:** Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the children as prescribed by a doctor.

**50. Religion:** The parties shall support and respect the other's religious preferences and shall encourage the children's participation in religious activities with both parents. Both parents are free to choose an appropriate religion to participate in with the children and are likewise free to refrain from being affiliated with a religion. If the minor children express interest in learning about other religions, the parties shall support the same.

**51. Out-of-State Travel:** Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code 81-9-202(19).

**52. Relocation:** The parties will follow the notice provisions of Utah Code 81-9-209

53. **Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent will or allow others to permanently change the appearance of the children's bodies, including but not limited to: body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent from the other parent.

54. **Corporal Punishment:** The parties will refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

55. **Romantic Partners:** The parties shall not have romantic or unrelated opposite sex guests spend the night while the children is are present unless they are in a serious relationship (dating for more than six months), engaged, or married.

56. **Mediation Before Litigation:** If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before conducting a hearing on any motion to enforce, interpret or modify the Decree.

#### **DEBTS AND OBLIGATIONS**

57. The parties stipulate and agree that they have no marital debt.

58. Each party should assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party in his or her own name.

59. Pursuant to Utah Code 81-4-406(3) the parties should notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

**PERSONAL PROPERTY**

60. **Personal Property:** During the course of the marriage relationship, the parties acquired certain items of personal property which should be divided as follows:

Property	Awarded To
2022 Toyota Rav4	Crystal
2018 Toyota Tundra	Christopher
2018 Honda CRF Rally 250	Christopher
Camaro	Christopher
Washer & Dryer	Crystal
Leather Sofa and Two Recliners	Crystal
Kitchen Table and Chairs	Crystal
Dishes, Pots and Pans	Crystal
V.R.R.'s Bedroom Set	Crystal
Spanish Macrame	Crystal
Smaller TV	Crystal
Turkish Rug and Ruggable Rug	Crystal
Family Laptop	Crystal
Tools	Christopher
Handcrafted Bed	Christopher
Chris' Futon	Christopher
Master Bedroom Set	Christopher

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Guns and Ammunition	Christopher
Large Living Room TV	Christopher
Xbox	Christopher
Canoe	Christopher
Smoker and Cast Iron	Christopher

**61.** The parties stipulate and agree that they will each refinance the vehicles awarded to him or her into his or her own name and shall assume and pay the debt associated with his or her own vehicle. Crystal should hold Christopher harmless from any debt associated with the 2022 Toyota RAV4 and Christopher should hold Crystal harmless from any debt associated with the 2018 Toyota Tundra and 2018 Honda CRF. Each party should complete the refinance of his or her vehicle within 90 days of the entry of the Decree of Divorce.

**62. Trailer.** The parties stipulate and agree that they acquired a trailer during the course of the marriage. The parties further stipulate and agree to sell the trailer within 90 days at a mutually agreed upon price and equally divide the proceeds of the sale.

**63. Secured Debt:** Each party being awarded property should also be responsible for the debt associated therewith.

**64. Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The value of those accounts should be verified as June 25, 2024 and the parties should equally divide all values. The parties should work together to divide the existing bank accounts within 90 days of entry of the Decree of Divorce and cooperate to remove each other's names from joint accounts.

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65. **Personal Belongings:** Each party should be awarded his or her own personal belongings.

66. **Businesses:** During the course of the marriage, the parties have not acquired an interest in any business entities.

#### **RETIREMENT ASSETS**

67. During the course of the marriage, the parties have acquired an interest in various retirement and/or investment accounts. The parties shall each be awarded the accounts in his or her own name, free and clear of any claim by the other party.

#### **REAL PROPERTY**

68. During the marriage, the parties have acquired an interest in real property, commonly known as 1373 South Thoroughbred Circle, Kaysville, Utah 84037.

69. The parties stipulate and agree that the real property should be sold as soon as reasonably practicable by mutually agreed upon realtor. The home should be listed for sale within 90 days of entry of the Decree of Divorce. Crystal should select three realtors, which the parties should interview. The parties should work together to select the agent. If they cannot agree, they will mediate the issue. Once the realtor has been selected, the parties should follow the advice of the agent regarding listing price, price reductions, whether or not to accept or reject an offer, etc. The parties agree to cooperate in maintaining the home and keeping it clean and ready for showings.

70. The parties stipulate and agree to equally divide the mortgage payments, utilities, taxes, insurance, and maintenance costs of the home until the home is sold.

71. The equity in the property should be divided equally between the parties, one-half to each. Equity should be calculated by subtracting any and all expenses of the sale and all mortgages or liens against the property from the sale price of the home.

**MISCELLANEOUS**

72. **Alimony:** Christopher has significantly greater earnings and earning capacity than Crystal. Crystal has the need for alimony and Christopher has the ability to pay. As such, Christopher should pay Crystal alimony in the amount of \$1,150 per month commencing March 2025 until June 23, 2033. This alimony award should be entered with the expectation that the parties will retire by age 65. Retirement will not constitute a substantial and material change in circumstances under Utah Code 81-4-504 to warrant modification of the alimony award. Pursuant to Utah Code 81-4-505 alimony should terminate earlier upon the remarriage or death of that former spouse, or upon the establishment by the party paying alimony that the former spouse is cohabitating with another person. However, if the remarriage is annulled and found to be void ab initio, payment of alimony should resume if the party paying alimony is made a party to the action of annulment and the payor party's rights are determined.

73. **Attorney's Fees:** If this matter is uncontested, then each party should pay their own attorney's fees and costs. However, if Christopher contests this divorce, then he should be ordered to pay Crystal's attorney's fees and costs.



**74. Mutual Restraining Order:** The parties should be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

**75. Delivery of Documents and Duty to Sign Documents:** Each party should be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the court. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

**76. Interpretation/Applicability:** This document should be governed by Utah law in all respects. Any references to Utah statute herein should mean the Utah Code in effect as of the date of entry of the final order.

**77. Severability:** If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it should not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

**78.** The court should grant such other and further relief as it may deem just and appropriate in this matter.

**79. Disclosure:** The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that this Agreement encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

**[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]**

**APPROVED AS TO FORM AND CONTENT:**

/s/ Christopher Ross

**Christopher Ross, Pro Se**

*Signed with permission from Christopher via email on 4.2.25.*

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE**

Christopher Ross: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Crystal's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 1<sup>st</sup> day of April 2025, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

**Christopher Ross**

*1373 South Thoroughbred Circle*

*Kaysville, Utah 84037*

*chrisrossgolf@gmail.com*

*Pro Se, Petitioner*

*/s/ Jennifer Schultz* \_\_\_\_\_

Jennifer Schultz

*Paralegal*

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