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**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:
ALISA CORRY,
Petitioner,

and

DAVID CLAYTON FALLOWS,
Respondent.

**DECREE OF DIVORCE AND
JUDGMENT**

Case No.: 24490198

Judge: Daynes

Commissioner: Minas

This matter came before the Court on Petitioner's *Affidavit of Jurisdiction and Grounds for Divorce* in accordance with Rule 104 of the Utah Rules of Civil Procedure. The Respondent was personally served, failed to file an answer and his default was entered by this Court. The Court has reviewed the file in this matter and has determined that the Court has jurisdiction to enter a final *Decree of Divorce*, and, that the parties meet the criteria for the grounds of irreconcilable differences. The Court having previously entered its *Findings of Fact and Conclusions of Law*, it is now:

ORDERED, ADJUDGED AND DECREED

1. The Parties are awarded a *Decree of Divorce* severing the marital bonds that exist between the parties.

Child Custody and Parent-Time

2. There are two minor children born or adopted between the parties, to wit: E.F. (DOB 12/12/2019) and T.F. (DOB 08/17/2021).

3. Petitioner is awarded primary custody of the minor children subject to Respondent's right to parent-time as the parties may agree. If the parties cannot agree to a parent-time schedule then the Respondent shall have parent-time pursuant to UCA §30-3-35.

4. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.

Child Support

5. Petitioner is currently employed at Intermountain Health making a gross monthly income of \$9,667.00 for the purpose of calculating child support.

6. Respondent is currently employed with Utah Air Guard and has a gross monthly income of approximately \$5,000.00 for the purposes of calculating child support.

7. The joint custody worksheet shall be used with the Petitioner's income set at \$9,667.00 and the Respondent's income set at \$5,000.00 for the purposes of calculating child support.

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. Respondent is ordered to pay Petitioner the sum of \$726.00 per month beginning March 1st, 2024, the sum is known as the base child support award, for the minor children 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. The base child support award shall be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure shall apply to existing and future payors. All withheld income shall be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obligee.

d. The issue of child support arrearages may be addressed by future order of the court or administrative agency.

e. Each of the parties shall 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.

f. 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.

g. 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. The parties shall be required to maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. If insurance is being provided by a plan by both parents, the Respondent's insurance shall be considered primary coverage and the Petitioner's shall be considered secondary. If a parent remarries and the children are 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 children's portion of the insurance.

c. Both parties shall share equally all medical expenses incurred for the minor children 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-related childcare expenses of the parents.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

Tax Exemption

11. Petitioner shall be allowed to claim T.F. (DOB 08/17/2021) and Respondent shall be allowed to claim E.F. (DOB 12/12/2019) each and every year as dependents for state and federal tax purposes. Respondent's right to claim the minor children as dependents for state and federal tax purposes shall be waived if the Respondent is not current on his child support obligation for the applicable year. In such event, Petitioner shall be allowed to claim all the minor children in that year as dependents for state and federal tax purposes.

Debts and Obligations

12. During the course of the marriage the parties incurred certain marital debt; this debt shall be identified and equitably divided between the parties. Furthermore, each party shall be responsible for any debt incurred after the separation and shall hold the other party harmless from liability associated therewith.

13. 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.

Personal Property

14. 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. Furthermore, the parties shall be awarded the property as set forth below. In addition, any remaining property not identified below shall be equitably divided between the parties.

Property Description	Petitioner will Receive	Respondent will Receive	Other
Kia	X		
Honda Ridgeline		X	

a. 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

15. During the course of the marriage, the parties acquired the following real property:

- i. Marital Residence located at 14766 S. Alpine Peak Dr, Draper, Utah

16. The marital residence shall be awarded to the Petitioner as her sole and exclusive property subject to the Respondent's equitable lien in the marital portion of the home. Petitioner shall refinance/assume the mortgage within six (6) months of entry of the final *Decree of*

Divorce removing the Respondent from any liability associated therewith. Upon entry of the *Decree of Divorce*, the Respondent shall execute a Quit Claim Deed transferring his interest in the marital residence to the Petitioner subject to the above-mentioned lien.

If the Petitioner is unable to refinance the marital residence within the six-month period listed above, the home shall be listed with a mutually agreed upon realtor and sold to the highest offer. The proceeds shall be used as follows:

1. First, payoff the mortgage and any liabilities related to the home;
2. Second, pay off any taxes related to the sale of the property; and
3. Third, the remaining proceeds shall be divided equally between the parties

Bank Accounts, Business Interest, Stock Interests

17. During the course of the marriage, the parties acquired certain bank accounts, certificate of deposits, business interests, life insurance, investment accounts and stock interests. The parties shall identify all accounts and shall equitably divide them.

Alimony

18. Both parties now and forever waive any claim to alimony from the other party.

Pensions, Retirement Accounts and Related Assets

19. During the course of the marriage, the parties earned an interest in retirement accounts, investment accounts and other related assets. These assets shall all be identified and equitably divided.

Tax Return

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

Attorney's Fees

21. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter if it is uncontested. If Respondent contests the terms of this petition, he shall be required to reimburse Petitioner for her attorney's fees and costs incurred in litigating this matter.

Miscellaneous

22. Each party shall 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. Shall a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring an Order to Show Cause 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.

23. 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.

24. If Petitioner desires that her maiden name of Corry be restored to her, it shall be granted upon entry of the final *Decree of Divorce*.

25. The Court shall grant such other and further relief as is equitable.

CORRY V. FALLOWS **JOINT CUSTODY PARENTING PLAN**

1. The Parties will discuss with each other and mutually decide the significant decisions regarding education, health care, and religious upbringing of the Minor Children. Either Party may make emergency decisions regarding the health or safety of the Minor Children.
2. Day to day decisions regarding the care, control and discipline of the Parties' Minor Children will be made by the Party with whom the Minor Children is residing at the time.
3. Any parental duties or rights not specifically addressed in this plan will be discussed and mutually decided and agreed upon by both Parties.
4. Shall the Parties have a dispute regarding parenting of the Minor Children and are unable to reach an agreement then the Petitioner shall have the final say. If the Respondent disagrees with the Petitioner's final decision, then the Parties shall attend mediation with a mutually agreed upon mediator with each party to pay their own mediation fees. Shall 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. 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.
5. The Parties shall have parent-time with the Minor Children as set forth above.

6. Both Parties shall execute any medical releases necessary to allow the other party to obtain access to medical, dental, orthodontic, optical and psychological or psychiatric records of the Minor Children.

7. Both Parties shall be notified well in advance of any parent-teacher conferences, any school, social, sports, and community functions in which the Minor Children are being honored, and each Party shall be afforded the opportunity to attend and participate fully.

8. The Parties shall each have access directly to all school reports and medical records and shall be notified immediately by the other Party in the event of a medical emergency.

9. Special consideration shall be given by each Party to make the Minor Children available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the Minor Children or in the life of either Party which may inadvertently conflict with the agreed upon custody arrangement.

10. 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.

11. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Minor Children, in the form of email privileges and virtual parent-time if the equipment is reasonably available.

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

13. 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.

14. Both parties are restrained from discussing the case in the presence of the Minor Children or allowing third parties to discuss the case in the presence of the Minor Children. 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 Children and shall use their best efforts to restrain third parties from making any such comments in the presence of the Minor Children.

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

16. If one Party fails to comply with a provision of this Parenting Plan, the other Party's obligations under the Parenting Plan are not affected.

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COURT SIGNATURE CAN BE FOUND ON THE TOP OF THE FIRST PAGE

Approved as to Form

Respondent

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served via electronic service, or if necessary, by US Mail, a true and correct copy of the foregoing *Decree of Divorce* on the 13th day of February, 2025 to the following individuals:

David Fallows
14766 Alpine Peak Dr.
Draper, Utah 84020
Respondent

/s/ Wade Taylor