

The Order of the Court is stated below:

Dated: September 25, 2024 /s/ ERIC A. LUDLOW
10:16:14 AM District Court Judge



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IN THE FIFTH JUDICIAL DISTRICT COURT

IN AND FOR WASHINGTON COUNTY, STATE OF UTAH

In the Matter of the Marriage of:

JESSICA MARIE GRIFFIN

Petitioner,

vs.

DALLAS BURTON GRIFFIN,

Respondent.

DECREE OF DIVORCE

Civil No.: 244500509

Judge: Eric A. Ludlow

The above-captioned matter was submitted to the Court for entry of this Decree of Divorce without hearing, pursuant to the parties' Stipulation and Settlement Agreement filed with the Court on September 10, 2024. The

Court, having reviewed the Stipulation and Settlement Agreement, and finding that the provisions are fair and equitable, made and entered Findings of Fact and Conclusions of Law. Based on its Findings of Fact and Conclusions of Law, the Court now **ORDERS, ADJUDGES AND DECREES** as follows:

JURISDICTION

1. The parties are current residents of Washington County, Utah, and have been residents of Washington County, Utah for at least three months immediately preceding the commencement of this action.
2. This court has jurisdiction over the parties and subject matter of this proceeding. The district courts of Utah are vested with original subject matter jurisdiction of this divorce action pursuant to Utah Code § 78A-5-102(a) and Utah Code § 81-4-405. This court possesses personal jurisdiction of the parties pursuant to Utah Code § 81-4-402(1).

6. MARRIAGE

3. Jessica and Dallas were married on August 1, 2008, in Washington County, State of Utah and are presently husband and wife.

7.

8. VENUE

4. Venue is appropriate pursuant to Utah Code § 81-4-402(1), the cause of action for divorce having arisen within Washington County, Utah where the parties reside.

9. GROUNDS

5. **Jessica is hereby granted a divorce from Dallas** upon the grounds for divorce pursuant to Utah Code § 81-4-405(1)(h) (*irreconcilable differences*) the same to become final and effective immediately upon signature and entry of the Decree of Divorce.

10. MINOR CHILDREN AND JURISDICTION

6. Four (4) children were born as issue of this marriage. All children are minors. The minor children's initials, birth month, and year are: D.B.G., born October 2009, B.O.G., born February 2012, R.W.G., born May 2014, and C.J.G., born May 2016.

7. No other child is expected as issue from this marriage.

8. The parties resided in Utah with the minor children for the six months immediately preceding the filing of the Petition for Divorce.

9. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 78B-13-101, et seq., and the Uniform Interstate Family Support Act, Utah Code § 78B-14-101, et seq.:

1. There is no case in which either party or a minor child of the parties is a party to or the subject of a petition or order involving child custody, child support or parent-time.

2. There is no criminal or delinquency case in which a party or the minor children are defendants or respondents.
3. There is no protective order case involving either party or the minor children.
4. There are no cases involving the minor children of the parties in any juvenile court in Utah or any other state or county.
5. No person, other than the parties, has physical custody of the minor children, visitation or parent-time rights, or child support obligations.
6. No public assistance has been provided on behalf of the minor children of the parties under part IV of the Social Security Act, 42 U.S.C. § 601, et seq.
7. Neither party has participated as a party or witness or in any other capacity, in any other proceeding concerning the custody of or parent-time with the children.

10. The Fifth District Court has jurisdiction over the minor children to grant the relief requested in the Verified Petition for Divorce.

11. CHILD CUSTODY

11. It is in the best interests of the children that they share **joint legal custody** of the minor children.
12. It is in the best interest of the children that the parties share **joint**

physical custody of the minor children.

13. Jessica's home shall be designated as the minor children's residence for school purposes.
14. Should Jessica move from the boundaries of the children's current schools (Washington Intermediate, Crimson Middle School, Crimson High School and South Mesa Elementary) then the children's custodial parent shall be Dallas' (for this purpose only) so long as he is still within the children's current school boundaries. If neither parent resides in the children's current school boundaries, then the parties agree to discuss the issue. If the parties cannot come to an agreement, then the parties agree to use the Dispute Resolution Process below.

12. PARENT-TIME SCHEDULE

15. Parent-time shall be as the parties agree.
16. If the parties cannot otherwise agree, Dallas shall be awarded parent-time pursuant to the schedule set forth in Utah Code § 81-9-305.
17. The parties shall divide the holidays and extended parent-time, with Jessica designated as the custodial parent and Dallas designated as the non-custodial parent, according to the schedule set forth in Utah Code § 81-9-305.
18. The parenting plan set forth in Utah Code § 81-9-202 shall be implemented and/or the parties shall abide by the following parenting plan:

1. Each party shall provide the other with his or her current telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
2. Special consideration shall be given by each party to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the children or in the life of either party which may inadvertently conflict with the parent-time schedule.
3. The parents shall communicate through Our Family Wizard (and split the annual fee) on an “as needed basis” only about their children to avoid harassing the other parent.
4. The parties shall update the children’s extracurricular schedules on OFW as soon as reasonably practicable after receiving information regarding said schedules. Both parents shall have access to said schedules including all significant school, social, sports, religious, and community functions in which a child is participating or being honored, and each parent shall be entitled to attend and participate fully.
5. The parents shall not use their children as messengers to communicate with each other.

6. The parents shall not leave the minor children alone with any individual who may pose a risk to the children's health and safety, including, but not limited to, any violent felons, sex offenders, and known drug users.
7. The parties shall not expose the children to illegal drug use, illegal activity, abusive relationships, inappropriate sexual relationships, any type of sexual behavior, or pornographic material.
8. Neither party shall drink alcohol to the point of intoxication (.08 BAC), abuse prescription drugs or use illegal drugs *during* their parent time. If one party has reasonable suspicion that the other party is violating this provision *during* their parent time, said party may require the other to take a test of the requesting parties choosing. In the event that the test is clean, the requesting party will reimburse the testing party for the cost of the test. In the event that the testing party refuses to take the test or tests positive the matter will be set for a hearing to address parent time on an expedited basis.
9. Neither party shall have any unrelated overnight romantic guest during any periods of parent-time with the minor children without prior approval of the other party, or

someone with whom they are in a committed relationship for at least 6 months.

10. Each parent shall make decisions regarding the day-to-day care and control of the children while the children is residing with that parent.

11. Either parent shall make emergency decisions affecting the health or safety of a minor child while the minor child is with that parent.

12. Each parent shall have access directly to all school reports and medical records and shall notify the other parent immediately in the event of a medical emergency.

13. The parents shall exchange information concerning the health, education, religion, and welfare of their children and related matters.

14. The parties shall equally split the cost of the children's cellular phones, as the parties agree.

15. *Education Plan.* The parties shall abide by the following education plan:

1. Unless the parties mutually agree otherwise, in writing, the minor children shall continue to attend the schools they have traditionally attended.

2. The parties shall confer and discuss issues relating to the minor children's education. The parties shall attempt, in good faith, to reach a mutual decision in the minor children's best interest. If the parties cannot agree on an educational decision, they agree to follow the Dispute Resolution process set forth below.

16. Except in an emergency, the parties shall confer and discuss issues relating to a minor child's healthcare, religious upbringing, and welfare before making a decision. The parties shall attempt, in good faith, to reach a mutual decision in the minor children's best interest. In the event that the parties are unable to reach an agreement, the parties shall follow the Dispute Resolution process set forth below.

17. *Dispute Resolution.* Before bringing any dispute concerning the other party's decisions to the court, the parties shall first submit any dispute to a mutually agreed upon mediator. The parties shall participate in mediation in good faith to try to reach an agreement and shall equally share the mediator's fees.

18. Neither parent-time nor child support shall be withheld due to either party's failure to comply with a court order.

19. This parenting plan and its provisions are enforceable by the court and the failure of a party to follow its provisions could result in the court finding a parent in contempt and subject to sanctions.

20. Both parties are immediately restrained from speaking in a disparaging, condescending or disrespectful manner concerning the other party in the presence of the minor children. Further, each of the parties shall be obligated to prevent their friends, relatives, other family members, and any third party from speaking disparagingly, condescendingly, or disrespectfully of the other party in the presence of the minor children. This shall include but not be limited to making any disparaging, condescending or disrespectful posts or comments about the other parent on any social media platform including but not limited to Facebook, Snapchat, Twitter, and Instagram.

13. RELOCATION

19. If either of the parties intends to move more than 150 miles from the residence of the other party after the Decree of Divorce is entered, that party must provide advanced written notice of relocation to the other parent 60 days before relocating. The written notice of relocation shall contain the

language required by Utah Code § 81-9-209.

20. Either parent may move the court to review the notice of relocation and parent-time schedule and make appropriate orders regarding the parent-time schedule and costs for parent-time transportation.

21. *Change of Address.* The parties shall notify each other 30 days before changing addresses. Within 24 hours of a move the parties shall provide the other party with new contact information in writing via mail or email.

14. CHILD SUPPORT

22. Jessica makes \$4965.25 per month for child support purposes.

23. Dallas makes \$7000.00 per month for child support purposes.

24. Based on the Utah Child Support Guidelines on a joint physical custody worksheet, child support is \$226.00 per month, payable to Jessica.

25. Dallas shall pay child support to Jessica in the amount of \$226.00 per month commencing October 1, 2024.

26. Child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month.

27. The payee shall be entitled to mandatory income withholding of the other party's child support obligation owed pursuant to Utah Code section 62A-11 parts 4 and 5, and any of the Payor's federal and state income tax refunds or rebates due may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall

apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the payor no longer owes child support to payee. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Shall mandatory income withholding be implemented by the Office of Recovery Services, children support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Payor.

28. Pursuant to Utah Code section 81-6-212(5) the parties have a right to modify child support.

29. In addition to child support, the parties shall equally divide any extracurricular expenses and school fees and expenses incurred on behalf of the minor children.

30. Unless the Court orders otherwise, the support obligation for each child shall continue through the end of the month the child becomes 18 years of age, or through the end of the month of the children's normal and expected date of graduation from high school, whichever occurs later, or upon the death of the child, marriage, becoming a member of the armed forces of the United States, or if the child is emancipated in accordance with Title 78A,

Chapter 6, Part 8.

31. At the time any child is no longer eligible to receive child support, the child support amount for the remaining children who are eligible to receive support shall be automatically adjusted to reflect the base child support obligation shown in the table for that number of children. This shall be done by using the appropriate calculation and worksheet pursuant to Utah Code section 81-6-202 et seq. The child support for the remaining children may not be reduced by a per children amount, that is, the obligor parent may not divide the base child support award by the number of children and subtract that amount from the prior child support obligation.

15.

16. HEALTH INSURANCE AND MEDICAL EXPENSES

32. The parties shall ensure the minor children have health and dental insurance during their minority and as long as possible afterward.

33. The parties shall equally split the out-of-pocket portions of the minor children's health insurance premiums. The premiums for the children shall be calculated by dividing the premium by the number of persons covered under the policy and multiplying the result by the number of children, in this case, four (4).

34. If the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance

plan of the parent with the most cost-effective insurance shall be primary coverage for the dependent children and the health, hospital or dental insurance plan of the other parent 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 person and shall retain the same designation as the primary or secondary plan of the dependent children.

35. The parties shall equally split any out-of-pocket expenses related to medical, dental, orthodontic, optometrist, therapy and/or mental health care, prescriptions, and/or any other health care costs for the children, including deductibles and co-pays.

36. Pursuant to Utah Code § 81-6-208, the party incurring any medical, dental, orthodontic, or optometrist expense related to the minor children must provide the other party with documentation of such out-of-pocket expense, as well as payment of such expense, within 30 days of payment.

37. The party providing insurance shall provide verification of medical insurance coverage to the other on or before January 2nd of each calendar year. The party providing insurance shall also notify the other party or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C.

Section 601 et seq., of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date she first knows or shall know of the change.

38. The party providing insurance shall ensure that the other parent has authority to communicate with the insurance carrier regarding the minor children's coverage, claims, and explanations of benefits.

17. TAX CREDITS AND DEPENDENTS

39. The parties shall each claim two (2) of the minor children as tax credits and/or tax dependents for purposes of her federal and state income taxes each year. While there are four children, Dallas shall claim D.G. and R.G. and Jessica shall claim C.G. and B.G. When there are only three (3) children to claim, the parties shall each claim one child and alternate claiming the third child. When there are only two (2) children to claim, the parties shall each claim one. When there is only one (1) child left to claim, the parties shall alternate claiming that child.

18. EQUITABLE DIVISION OF MARITAL ESTATE

40. Each party confirms they have made a full and complete disclosure of all investment, retirement, banking, and other financial accounts acquired during the marriage, and neither party has concealed or failed to disclose any such account.

41. The parties' vehicles were equitably split between the parties prior to

the filing of this case and both parties agreed to indemnify the other regarding their current vehicles.

42. The parties' joint bank, investment, and financial accounts shall be closed upon entry of the decree of divorce in this matter.

43. Jessica shall be awarded the Christmas bins, the holiday bins (including Thanksgiving and Halloween), the boys' star blankets, the upstairs dresser, the regular drill, Jessica's camping sleeping bag, and the children's fishing poles.

44. Jessica may use the parties' kayaks and other Camping gear at any time during her parent time.

19. DIVISION OF REAL PROPERTY

45. The parties acquired a Marital Home during the marriage, located at 437 E Steeplechase Rd, Washington UT.

46. Jessica moved out of the Marital Home in April 2024.

47. Dallas took out a HELOC on the home and paid Jessica \$73,000 in April 2024.

48. The Marital Home currently has a first mortgage and a HELOC obligation.

49. The Marital Home shall be sold for the highest and best offer.

50. The parties shall use a Blair Frei (realtor) for the sale of their home.

51. The parties shall follow Blair's direction for the sale of their home.

52. Dallas shall get the first \$73,000 in net equity after the home is sold, and all mortgage obligations and realtor/closing costs are paid to equalize the parties share of equity. In the event there is a shortfall (not enough proceeds to give Dallas \$73,000 in equity) the parties will account for the same to equalize the parties' equity.

53. Any money that is leftover afterward in net equity above \$73,000 will go to paying the parties' debts as listed below, in priority to be agreed upon by the parties. In the event there is a shortfall the parties will equally split the debts listed below.

54. If there is any money left over after paying all debts listed below with the proceeds of the marital home (with the exception of the IC Systems medical debts), the parties shall split that money equally between the parties.

20. DEBT ALLOCATION

55. The parties are each responsible for half of \$3,234.00 on the parties' AMEX card taken out by Dallas in February 2024. This \$3,234.00 shall be paid from the marital home's net equity if there are sufficient funds remaining. The remaining approximate \$6,000.00 owing on this AMEX card is Dallas' debt which he agreed to pay from his own funds.

56. The parties owe approximately \$5,200.00 to the IRS in taxes for the year 2023. This \$5,200.00 shall be paid from the marital home's net equity

if there are sufficient funds remaining.

57. The parties owe approximately \$13,500 on a MACU credit card ending in 9587. This \$13,500 shall be paid from the marital home's net equity if there are sufficient funds remaining.

58. The parties owe AFFIRM \$1,200.00 and this shall be paid from the marital home's net equity if there are sufficient funds remaining.

59. The parties owe Sinister Orthodontics \$1,280.00 and this shall be paid from the marital home's net equity if there are sufficient funds remaining.

60. The parties owe IHC \$1,000.00 and this shall be paid from the marital home's net equity if there are sufficient funds remaining.

61. The parties shall split the medical debt in Jessica's name (IC System) in the amount of \$60,000, with each party paying \$75 per month until the debt is paid in full. This is an interest free fixed payment of \$150.00 and shall not be paid from the proceeds of the marital home.

62. Neither party shall do anything to negatively affect or encumber the other party's credit.

63. The MACU Money Market account (2893) belongs solely to R.G. and neither party has authority to spend said funds.

64. The parties shall close all joint accounts once the debts on said accounts are paid in full.

65. As provided by Utah Code § 15-4-6.5, the parties are ordered to notify

their respective creditors or obligees following the equitable division of debts, obligations, and liabilities and provide their separate and current addresses. Failure to abide by this provision shall subject the offender to a proceeding for contempt of court and a judgment for indemnification.

21. ALIMONY

66. Jessica has a need for alimony; Dallas has the financial ability to pay Jessica alimony.

67. Alimony is awarded in the amount of \$674.00 for a period of 8 years, commencing the first month after the sale of the parties' marital home.

68. Alimony is due in full by the 5th of the month.

69. Alimony shall terminate pursuant to Utah Code 81-4-505, in the event of marriage, death or cohabitation.

22. ATTORNEY'S FEES

70. Each party is responsible for their own attorney's fees in this matter.

23. MISCELLANEOUS

71. It is reasonable and proper that the 30-day waiting period set forth in Utah Code Ann. § 81-4-402(3) shall be waived as any further efforts to reconcile this marriage would be futile.

72. Jessica shall retain her married name if she so chooses, or Jessica may restore her last name to "Jolley."

IT IS SO ORDERED.

-----END OF DOCUMENT-----

THE JUDGE'S ELECTRONIC SIGNATURE APPEARS IN THE TOP RIGHT CORNER OF THE FIRST PAGE

Approved as to form and content:

TURNER LAW, P.C.

Nick Turner¹

By: Nick Turner, Esq.
Attorneys for Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of September 2024, I served a true and correct copy of the foregoing Decree of Divorce on the following by the method indicated:

E-filing

Nick Turner, Esq
TURNER LAW, P.C.
Attorneys for Respondent

DATED: September 23, 2024.

/s/ Lauren DeMarco

¹ Signature affixed with permission from N.T. via email on September 23, 2024.

Lauren DeMarco
An employee of Graff Van, PLLC