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<b>IN THE SECOND JUDICIAL DISTRICT COURT</b>	
<b>COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT</b>	
<b>HALEY GREENLEAF,</b>  <b>Petitioner,</b>  <b>vs.</b>  <b>WADE C. GREENLEAF,</b>  <b>Respondent.</b>	<b>DECREE OF DIVORCE</b>  <b>Case No.: 204901110</b>  <b>Judge: Cristina Ortega</b>  <b>Commissioner: Catherine Conklin</b>

BASED UPON the Court being fully advised in this matter; WHEREFORE, the Court has reviewed the Findings of Fact and Conclusions of Law, as well as the Stipulation entered into by the parties, as well as good causing appearing; **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

1. **DIVORCE**: That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
2. **CUSTODY AND PARENT-TIME**:
  - a. **Physical custody**. The Petitioner (“Haley”) is awarded primary physical custody of the children.

b. Parent-time. The Respondent (“Wade”) is awarded parent-time consistent with Utah Code §30-3-35.1 Wade’s parent-time shall be as follows:

- i. Unless the parties otherwise agree in writing, Wade’s midweek parent-time shall be every Tuesday beginning at the time the child’s school is regularly dismissed until the following day upon delivering the child to school or at 8 a.m. at the designated drop off location. Once the election of the weekday for the weekday evening parent-time is made, it may not be changed except by mutual written agreement or court order; and
- ii. Every other weekend beginning on Thursday from the time the child’s school is regularly dismissed until Sunday at 6:00 p.m. to the designated drop off location.

b. Holiday/extended parent-time. The parties should be awarded holiday and extended parent-time as outlined in Utah Code §30-3-35.1

d. Legal custody. The parties shall be awarded joint legal custody of the minor children of the parties consistent with the advisory guidelines as outlined in Utah Code 30-3-33.

e. Relocation. Pursuant to Utah Code §30-3-37, if either party relocates more than 150 miles away from their current residence then the relocating party should comply therewith.

f. TRANSPORTATION: The parties shall agree on a location for exchanges.

g. CHILD SUPPORT:

- a. For child support purposes, Haley’s income should be imputed at \$3,120.00 per month and Wade’s income should be imputed at \$3,456.00 per month.

- b. Based on the Utah Child Support Guidelines, Wade shall be ordered to pay Haley child support in the amount of \$470.00 per month, commencing December 1, 2021.
- c. Pursuant to Utah Code §78B-12-112, the child support payment should be payable either in full by the first (1<sup>st</sup>) day of each month or it will be due ½ by the 5<sup>th</sup> and ½ by the twentieth (20<sup>th</sup>) of each month.
- d. The child support obligation should continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties should automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).
- e. Pursuant to Utah Code §62A-11-403, an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.
- f. The parties shall continue with the current exchange locations.
- g. Child Support Arrears: Haley is awarded judgment against Wade for child support arrears in the amount of \$1,314.60

3. CHILD CARE:

- a. Pursuant to Utah Code §78B-12-215 the parties should equally share any out-of-pocket childcare costs incurred solely for the purpose of working or attending school.

- b. a. Pursuant to Utah Code §78B-12-214 if an actual expense for child care is incurred, a parent should begin paying his or her share on a monthly basis immediately upon: 1) presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.
- c. The parent incurring the child care expense should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent should notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.
- d. The custodial 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 this section.

4. **RIGHT OF FIRST REFUSAL:** Parental care is in the best of the child, therefore the Right of First Refusal shall remain in place for a period of 3 hours or more.

5. **PARENTING PLAN:**

- a. Each parent may make decisions regarding the day-to-day care and control of the children while exercising parent-time with the children.
- b. The parents shall consult with one another and attempt in good faith to reach an agreement on major issues concerning the medical, mental health, religion and education of the children, and shall use the following decision-making procedure as their guide:

1. First, the parties shall discuss the major issue with one another;
2. Second, if the parties are unable to reach a joint decision, the parties shall seek advice and counsel from experts on the type of issue related to the children;
3. Third, the parties shall participate in one session of mediation with the costs of the mediation being equally shared between the parties; and
4. Fourth, if the parties are unable to reach a joint decision after mediation, the parties may seek court intervention to resolve the issue.

c. While exercising parent-time with the children, the parent shall exercise proper parenting functions for the benefit and welfare of the children. Parenting functions means those aspects of the parent-children relationship in which the parent makes decisions and performs functions necessary for the care and growth of the children. Parenting functions include:

1. Maintaining a loving, stable, consistent, and nurturing relationship with the children;
2. Attending to the daily needs of the children, such as feeding, clothing, physical care, grooming, supervision, health care, day care, and engaging in other activities which are appropriate to the developmental level of the children and that are within the social and economic circumstances of the particular family;
3. Attending to adequate education for the children, including remedial or

other education essential to the best interest of the children;

4. Assisting the children in developing and maintaining appropriate interpersonal relationships;
5. Exercising appropriate judgment regarding the children's welfare, consistent with the children's developmental level and family social and economic circumstances; and
6. Providing for the financial support of the children.

- d. The parent-time schedule shall be used to maximize the continuity and stability of the children's life.
- e. Special consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunion, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule or payment of child support.
- g. Each parent shall be entitled to attend school, social, sports, and community functions in which a child is participating or being honored.
- h. Each parent shall have access directly to all school reports and medical records and shall be notified immediately of any medical emergency. Each parent shall

have the ability to withdraw the children from school.

- i. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- j. If a party is unable to personally be available at the time of a parent-time exchange, the unavailable party shall be allowed to have a third-party effectuate the exchange, so long as the third party is someone the children knows and the unavailable party provides prior notice to the other party.
- k. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications with the children in the form of mail privileges and virtual parent-time if the equipment is reasonably available. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the children, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.
- l. Wade shall be added to the children's phone watches so they can call and text each other. The expense of the children's phone watches should be split equally between the parties and both parties shall have access to the phone's controls.
- m. Virtual parent-time means parent-time facilitated by tools such as telephone, email, instant messaging, video conferencing, and other wired or wireless

technologies over the internet or other communication media to supplement in-person visits between a non-custodial parent and the children or between the children and the custodial parent when the children are staying with the non-custodial parent. Virtual parent-time is designed to supplement, not replace, in-person parent-time.

6. HEALTH INSURANCE:

- a. Code. Pursuant to Utah Code §78B-12-212, the party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children.
- b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) of the minor child's portion of the medical, dental, and vision insurance premium. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2<sup>nd</sup> of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.
- c. Out-of-Pocket Costs. Each party should pay one-half (½) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions,

deductibles, co-pays, and other such reasonable expenses associated with the minor child.

- d. Uninsured Out-of-Pocket Costs. Each parent shall equally share all reasonable and necessary uninsured out of pocket medical, dental, orthodontia, eye care, counseling, prescriptions, deductible, and copayments, incurred for the dependent children and actually paid by the parents.
- e. Reimbursement. The party who incurs health care expenses should provide written verification of the cost and payment to the other party within twenty (20) days of payment. The other party should reimburse their one-half (½) within twenty (20) days of receipt of the verification.
- f. Compliance. The party 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 the party incurring the expenses fails to comply with this section.
- g. Double Coverage. Pursuant to Utah Code §30-3-5.4 if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Haley should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Wade should be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental

insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

7. INCOME TAX DEDUCTIONS:

- a. Beginning tax year 2021 the parties shall share the deduction/credit/dependency equally with Haley claiming EMG on her taxes every year and Wade claiming ZWG on his taxes every year. When EMG can no longer be claimed or turns eighteen, whichever is sooner, the parties will alternate claiming ZWG with Wade claiming the first year after EMG can no longer be claimed.

- b. Haley shall pay Wade half (½) of the total stimulus monies received for 2019.

Therefore, judgment shall issue against Haley in favor of Wade for \$1,400.00.

- c. Pursuant to Utah Code §78B-12-217, if Wade is not current in his child support obligation the tax exemption should automatically revert to Haley.

8. REAL PROPERTY:

- a. That the home and real property [“Home”] located at 1357 Lirl Lane, #2, Ogden, Utah 84404, should be awarded to the Haley.

- b. That the party awarded the Home, Haley, should assume all liability, debt and encumbrance associated with the same.

- c. That in exchange the party awarded the Home should hold harmless and indemnify

the other party from any liability, debt and encumbrances associated with the same.

- d. That the party awarded the Home should refinance or sell it within three (3) years (on or about November 16, 2024) and remove the other party's name therefrom.
- e. That the party awarded the Home should pay the other party  $\frac{1}{2}$  the equity of the home at the time of the court's ruling, or at the time of refinance/sell, whichever is greater.
- f. The home appraisal, at the time of this order, is \$212,000.00. However, the parties shall split the hard costs associated with the sale or refinance of the home.
- g. That the parties should be restrained from disposing, transferring, selling or otherwise encumbering any real property that either party considers to be at issue.
- h. **MORTGAGE ARREARS:** Both parties shall be responsible for  $\frac{1}{2}$  of all mortgage arrears prior to April 1, 2020. Any arrears after April 1, 2020, shall be the responsibility of the Petitioner.

9. **PERSONAL PROPERTY:**

- a. Other than vehicles, the parties have already exchanged their personal property.
- b. Haley is awarded the Chevy Cruze, free and clear of any interest of Wade.
- c. Wade is awarded the 2008 Chevy Silverado, free and clear of any interest of Haley.
- d. The parties do not have any joint financial accounts and are awarded any accounts in his or her name, free and clear of the other.

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10. DEBTS:

- a. That the parties should pay any and all debts incurred in their individual name since the parties' separation on April 1, 2020.
- b. Haley shall be ordered to pay the following individual or marital debt:
  - Haley shall be responsible for the debt incurred for the HVAC system of \$400.00.
  - Haley shall be responsible for  $\frac{1}{2}$  the cost for tax penalty for the 2017 early pension withdrawal for \$791.50.
  - Haley shall be responsible for  $\frac{1}{2}$  the cost of the past due HOA, power bill, and gas bill prior to separation in April 1, 2020 of \$665.98.
  - Haley shall be responsible for all costs associated with the water heater repair for \$724.87.
- b. Wade shall be ordered to pay the following individual or marital debt:
  - Wade shall be obligated to pay up to \$5,685.82 of Petitioner's past medical debts if she is obligated to pay them.
  - Wade shall be responsible for  $\frac{1}{2}$  the cost for tax penalty for the 2017 early pension withdrawal for \$791.50.
  - Wade shall be responsible for  $\frac{1}{2}$  of the cost of the past due HOA, power bill, and gas bill prior to separation in April 1, 2020 of \$665.97.
- c. That any and all debt not disclosed or divided herein should be the exclusive responsibility of the party that incurred the same regardless of whether used

for marital benefit.

d. The payment of the debts set forth above should be non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

11. RESTRAINING ORDERS:

- a. Both parties are restrained from saying or doing anything that would tend to diminish the love and affection of the children for the other parent, including but not limited to, demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the children about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.
- b. Both parties are restrained from harassing, annoying or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- c. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations or should remove the children from such circumstances.
- d. All contact and communication between the parties shall be civil. Additionally, all terms outlined in the parties' Mutual Restraining Order shall remain in full force and effect.
- e. Neither party shall commit, try to commit, or threaten to commit any form of

violence against the other. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse.

- f. The parties shall stay away from each other's place of residence and place of employment.
12. a. **MAIDEN NAME:** Haley's last name should be restored to her maiden name of THIRKILL, if she so desires.
13. **TRANSFER OF PROPERTY/NOTICE TO CREDITORS:**

  - a. Each party should immediately deliver all property awarded to the other party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.
  - b. Each party should immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.
  - c. Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.

14. **FURTHER RELIEF:** For such other and further relief as the Court deems proper.

DATED March 13, 2023.

***\*\*\* The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court \*\*\****