

The Order of the Court is stated below:

Dated: May 02, 2025
10:30:48 AM

/s/ BRANDON J. MAYNARD
District Court Judge



BURTON LAW FIRM, P.C.

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Attorney for Petitioner

**IN THE FIRST JUDICIAL DISTRICT COURT
IN AND FOR BOX ELDER COUNTY,
STATE OF UTAH, BRIGHAM CITY DEPARTMENT**

**IN THE MATTER OF THE
MARRIAGE OF**

DECREE OF DIVORCE

ANDREA HINTZE,

Case No: 254100072

Petitioner,

Commissioner: Christina Wilson

and

SCOTT HINTZE,

Judge: Hon. Brandon Maynard

Respondent.

The Petitioner filed her Petition for Divorce on the 12th day of March, 2025. The Respondent accepted service and waived his right to answer the Petition for Divorce, *See Docket Number 12* (“Acceptance of Service and Waiver of Right to Answer”). A Default Certificate was entered by the Court on the 24th day of March, 2025. The Court having reviewed the Petitioner’s Affidavit of Jurisdiction in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby

ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

The bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

1. The Petitioner was for more than three (3) months prior to filing this action an actual and bona fide resident of Box Elder County, State of Utah.
2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. § 78A-5-102 and UTAH CODE ANN. § 81-4-402.

GROUNDS

3. Petitioner and Respondent were married on the 17th day of July, 2003, in Ogden City, Weber County, State of Utah.
4. The following grounds exist for divorce: (a) adultery committed by the Respondent subsequent to marriage; (b) irreconcilable differences of the marriage
5. That as a result of the aforesaid grounds, the parties were separated on the 3rd day of February, 2025.

DIVORCE ORIENTATION AND EDUCATION FOR PARENTS PROGRAMS

6. The Petitioner and Respondent are required by law to attend the "Divorce Orientation and Education for Parents Programs." The Parents have both completed these classes.

CHILD CUSTODY AND PARENT-TIME

7. There have been 3 children born as issue of this relationship and marriage, to wit: L.H., born January, 2008, M.H., born January, 2013 and J.S.H. born August, 2015.

8. The Petitioner is a fit and proper parent to be awarded the sole physical and legal care, custody and control of the minor children with the Respondent to exercise his parent-time as agreed upon by the parties so long as the Respondent is able to demonstrate that he is drug/alcohol free, has stable housing with sufficient room for the child to have his/her own bedroom, etc. If said parent-time cannot be agreed upon by the parties, parent-time shall be determined pursuant to the standard parent-time as outlined in UTAH CODE ANN. § 81-9-302.

9. Pursuant to UTAH CODE ANN § 81-9-202(19), for emergency purposes, whenever a minor child travels with Respondent, all of the following shall be provided to the Petitioner: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

10. In the event either party moves 150 miles or more from the residence of the other parent the parties shall abide by the notice provisions of UTAH CODE ANN. § 81-9-209.

SUPPORT PAYMENTS

11. It is reasonable and proper that the Respondent ordered to pay the Petitioner a sum of not less than the statutory amount per month as provided in UTAH CODE ANN § 81-6-302 for child support.

12. Presently, the Petitioner is employed by Kidazzler and earning a gross monthly income of approximately \$2149.

13. On known information and belief, the Respondent is employed by Metasource LLC and earning a gross monthly income of no less than \$8745.

14. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, the Respondent shall pay to the Petitioner the monthly sum of \$1,623 effective on February 1st, 2025, as and for child support, Child Support Worksheet attached hereto and incorporated herein as **Exhibit "A"**, and continuing each month thereafter until a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child becomes a member of the armed forces of the United States, or is emancipated in accordance with UTAH CODE ANN. § 81-6-213 at which time child support shall be re-computed given the remaining number of minor children.

15. The parties shall equally share the out-of-pocket costs for the children's extracurricular activities.

16. Pursuant to UTAH CODE ANN. §81-6-209 the child support order shall require that the Respondent will be solely responsible for all work-related, career or occupational related, child care expenses incurred for the minor children.

17. If an actual expense for child care is incurred, a party shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

18. A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the provider

and thereafter as requested by the other party. The party will notify the other party of any change of child care provider or change in the monthly expense of child care within thirty (30) calendar days of the date of the change.

19. Whether or not delinquency has occurred, the Petitioner may request that the Office of Recovery Services implement income withholding procedures for payment of child support obligations. UTAH CODE ANN § 26B-9-313 and UTAH CODE ANN §26B-9-405(3)(a).

20. Pursuant to UTAH CODE ANN. § 81-6-208, each party shall provide medical and dental insurance for the minor children if available at a reasonable cost. Each party shall equally share the out-of-pocket costs of the premium actually paid by a party for the children's portion of insurance. Any reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor children shall be equally shared between the parties.

21. A party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. The party ordered to maintain insurance shall provide verification of coverage to the other party, upon initial enrollment of the dependent children, and thereafter on or before January 2 of each calendar year.

22. The parties shall notify each other of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the party first knew or should have known of the change. A party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parties share of the expenses if that party fails to comply with the notification requirements herein.

ALIMONY

23. The Respondent shall pay alimony to the Petitioner in the amount not less than \$2,507, effective February 1st, 2025 and continuing each month thereafter until the earliest of the following events to occur: (1) the death of Petitioner; (2) Petitioner's remarriage or cohabitation with another person; (3) or the expiration of a term no longer than the length of the marriage of the parties.

REAL PROPERTY

24. During the course of the marriage, the parties acquired real property located at 10290 W 11600 N, Tremonton, UT, 84337 ("Property"). The Petitioner is awarded the exclusive use and possession of the Property and shall be solely responsible for all debts associated with the Property including mortgage payment, utilities and other related expenses. The equity of the Property shall be divided equitably between the parties. The Respondent's interest in the equity of the home will be secured by an equity lien, and Respondent's equity paid out upon the first of the following events: sale of the Property; refinance of the Property; or the Property is foreclosed upon.

PERSONAL PROPERTY

25. The personal property of the parties has already been divided and each party shall be awarded the property presently in his/her possession.

26. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

27. Upon entry of the Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name.

28. If any personal property disputes should arise after the decree of divorce has been entered, the parties shall participate in mediation to come to a resolution between them regarding the division of the disputed property, the cost of said mediation to be equally born by the parties.

DEBTS AND OBLIGATIONS

29. During the course of the marriage the parties acquired debts and obligations to third parties. The parties shall be awarded debt that is solely in their own name. The Petitioner shall be solely responsible for the second mortgage on the home. The Respondent shall be solely responsible for the joint America First Credit Cards.

30. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt. The responsible party shall not include the debts in any bankruptcy petition.

NOTICE TO CREDITORS

31. Pursuant to UTAH CODE ANN §§ 15-4-6.5, 81-3-105 and 81-4-406(3), the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

- a. Send a copy of the Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the

joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

HEALTH INSURANCE

32. Each party shall be responsible for their own health insurance after the Decree of Divorce has been entered.

LIFE INSURANCE

33. If either party owns a life insurance policy or an annuity contract, the court, pursuant to UTAH CODE ANN. § 81-4-406(3)(d), shall acknowledge that the owner of the policy (a) has reviewed and updated, where appropriate, the list of beneficiaries; (b) has affirmed that those listed as beneficiaries are in fact the intended beneficiaries after the divorce becomes final; and (c) understands that if no changes are made to the policy or contract, the beneficiaries currently listed will receive any funds paid by the insurance company under the terms of the policy or contract.

STOCKS, BONDS, RETIREMENT, AND PENSION RELATED ASSETS

34. The parties have acquired stocks, bonds, mutual funds, retirement and/or pension related assets which shall be divided pursuant to the *Woodward* formula. The parties shall cooperate in facilitating such a division.

TAX FILING

35. The Petitioner and Respondent shall jointly file their federal and state taxes for the year 2024 and shall fully cooperate one with another to see that the same is accomplished. Any tax refund or liability resulting from the filing shall be equally divided between parties. Thereafter the Petitioner and Respondent shall file their taxes individually.

MINOR'S TAX DEPENDENCY STATUS

36. The Petitioner shall be entitled to claim the minor children for income tax deduction purposes, both State and Federal, each and every year beginning for the tax year 2025, as provided in UTAH CODE ANN § 81-6-210.

ATTORNEY'S FEES AND COSTS

37. Each party will be responsible for his or her own attorney fees incurred in this action.

RESTRANING ORDERS

38. The following restraining orders shall issue:

- a. Both parties shall be 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 child about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.
- b. Both parties will be restrained from making visitation arrangements through the children.
- c. Both parties shall be mutually 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.
- d. Both parties shall be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

- e. Neither party shall use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.
- f. Neither party shall use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other websites, without the other party's express permission. Any current use or posting of the other party shall be removed, unless the other party expressly consents to it remaining posted. The children's name, likeness, image, identification, or photographs shall be strictly guarded and only released on non-public and private sites to close friends and family.
- g. All contact and communication between the parties shall be via email or text, except for medical emergencies; which may be and shall be communicated via telephone immediately.
- h. Both parties shall be restrained from coming to the home, work place, or places where the other party is known to be present without the other party's express permission.

MISCELLANEOUS PROVISIONS

39. Each party shall be ordered to take any action, or to execute and deliver to the other party such documents, as is required to implement the provisions of the Decree of Divorce entered by the Court.

40. Petitioner shall be entitled to resume use of her maiden name of "Westbroek" should she so desire.

--END OF ORDER—

Signed as indicated at the top of page one

DATED this 15th day of April, 2025

Approved as to form and content:

/s/Scott Hintze*

Scott Hintze

Respondent

*Electronically signed by Melody Turner for Scott Hintze with Permission via email sent April 15th, 2025.

CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of April, 2025 I sent a true and correct copy of the forgoing **DECREE OF DIVORCE with the attached EXHIBIT A** by the indicated method(s) and to the following individual(s):

Scott Hintze
2870 Lewis Ave. Apt. 7
Ida, MI 48140
schintze@gmail.com

Email

/s/ Melody Turner
Paralegal