

AARON J. WOOLF, ESQ - ISB #5791
The Law Offices of
SMITH WOOLF ANDERSON &
WILKINSON, PLLC
3480 Merlin Drive
Idaho Falls, ID 83404
Telephone (208) 525-8792
Fax (208) 525-5266
aaron@eastidaholaw.net

Attorneys for Respondent, Zachary Paul Dibella.

IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNEVILLE

PAIGE LIN DIBELLA,

Petitioner,

vs.

ZACHARY PAUL DIBELLA,

Respondent.

Case No. CV10-19-3660

STIPULATION

COMES NOW, Petitioner, Paige Lin DiBella (hereinafter, "Paige"), and Respondent, Zachary Paul DiBella (hereinafter, "Zachary"), and hereby stipulate and agree as follows:

1. That the prior Judgments entered in this matter shall be hereinafter modified as follows:

a. Paige and Zachary shall be awarded joint legal custody of their two (2) minor children, namely, Charlotte, who was born February 12, 2015 and Enzo, who was born January 30, 2017.

b. Zachary shall be awarded primary physical custody of the minor children until August 1, 2025.

c. Paige shall have visitation with the minor children, until August 1, 2025, during such times and places as the parties agree, but if they cannot agree, then as follows:

i. During the school year, Paige will have visitation with the children every other weekend from Friday after school until Monday at 6:00 p.m.

ii. During the summer, the parties shall exchange the children every seven (7) days such that each party has one-half of the summer with the children, and the exchanges shall take place each Sunday at 6:00 p.m.

iii. The parties shall share holiday visitation as provided for on the attached Exhibit "A".

d. Beginning August 1, 2025, so long as Paige has consistent and appropriate housing for the children within the Idaho Falls/Ammon area,¹ the parties shall share physical custody of the minor children and they shall exchange the minor children during such times and places as the parties' agree, but if they cannot agree, then as follows:

i. The parties shall exchange the children every seven (7) days such that each party has one-half of the summer with the children, and the exchanges shall take place each Sunday at 6:00 p.m.

¹ This shall be defined as Paige having housing that allows each child to have their own bedroom and Paige having paid her mortgage payment or rent, on time, for 6 months prior to August 1, 2025.

ii. The parties shall share holiday visitation as provided for on the attached Exhibit "A".

e. Both parents will ensure that the children timely attend school and extracurricular activities.

f. Beginning January 1, 2024, Paige shall pay, through the State of Idaho, Child Support Receipting, for the support of the parties' minor children, the sum of \$150.00 per month, continuing each and every month thereafter; however, so long as Paige has met the conditions required to share physical custody of the children effective August 1, 2025 as provided for above, beginning August 1, 2025, neither party shall owe child support to the other party. Said child support shall continue until said children are eighteen (18) years of age or otherwise emancipated unless the minor children are continuing their high school education subsequent to reaching the age of eighteen (18). If they continue their high school education subsequent to reaching the age of eighteen (18) years, support payments shall continue until said child/children discontinues their high school education or reach the age of nineteen (19) years, whichever is sooner.

Income/Wage Withholding Order. This support order is enforceable by automatic and immediate income withholding as of the effective date of this order under Chapter 12, Title 32, Idaho Code. This automatic and immediate income withholding order shall be issued by (1) this Court or (2) the Department of Health and Welfare or other obligee to Paige's employer or other person who pays Paige income, without additional notice to Paige.

The Department of Health and Welfare is entitled to offset Paige's federal

and state income tax refunds until the amount owing is paid in full, pursuant to Idaho Code §7-1203.

g. The parties shall be responsible for all work-related childcare expenses incurred for and on behalf of the minor children according to the Idaho Child Support Guidelines in the following percentages: Zachary: 50% and Paige: 50%.

h. The minor children are currently insured under Medicaid. If the children become ineligible for Medicaid, each party shall be required to provide health insurance coverage for the minor children and the party who can obtain such coverage at the lowest cost shall do so. The parties shall share the actual cost paid by either party for health insurance premiums and/or health care expenses for the children, not covered or paid in full by insurance, including, but not limited to medical, orthodontic, optical, and dental expenses in the following percentages: Zachary shall pay 50% and Paige shall pay 50% of such expenses.

Each party shall promptly provide the other party with a bill showing the uninsured medical expenses and each party shall pay his or her portion of such expenses in a timely manner. "Timely manner" shall be defined as a period of time within thirty (30) days of receipt of the bill and explanation of benefits form (or such other proof of the amount of the expense medical insurance paid or reduced the expense) in order to avoid incurring finance charges.

Any claimed health care expense for the children, whether or not covered by insurance, which would result in an actual out-of-pocket expense to the other parent of over \$500 for the course of treatment, must be approved in advance, in

writing, by both parties or by prior court order. Relief may be granted by the court for failure to comply under extraordinary circumstances, and the Court may in its discretion apportion the incurred expense in some percentage other than that in the existing support order, and in so doing, may consider whether consent was unreasonably requested or withheld.

i. Paige shall have the right to claim Charlotte, each and every year, beginning with the tax year 2024, as a dependent for exemption, deduction, and/or credit for state and federal income tax purposes. Zachary shall have the right to claim Enzo, each and every year, beginning with the tax year 2024, as a dependent for exemption, deduction, and/or credit for state and federal income tax purposes. These benefits have been factored into the child support amount provided for above. Each party shall execute any and all necessary IRS forms to allow the other party to claim the minor children for tax purposes, as provided for herein.

2. All portions of the prior Judgments not otherwise addressed herein, shall remain in full force and effect.

3. Each party shall pay their own attorney fees and costs.

4. A Judgment, consistent with the terms of this Stipulation, shall be entered.

END OF STIPULATION

Dated this _____ day of January, 2024.

PAIGE LIN DIBELLA

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared PAIGE LIN DIBELLA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____

Dated this _____ day of January, 2024.

ZACHARY PAUL DIBELLA

STATE OF IDAHO)
) ss.
County of Bonneville)

On this _____ day of January, 2024, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared ZACHARY PAUL DIBELLA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am a licensed attorney in Idaho, with my office in Idaho Falls, and that on the _____ day of January, 2024, I served a true and correct copy of the following-described document on the parties listed below, as stated.

DOCUMENT SERVED:

STIPULATION

PARTIES SERVED:

Paige Lin DiBella
1406 Remington Trail
Ammon, ID 83406
paigelindibella@gmail.com

☐ Mailed ☒ E-Mailed

AARON J. WOOLF, ESQ.

Exhibit A

Holiday²	Paige	Zachary
Easter weekend from weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.	Odd years	Even years
Spring Break from the day school lets out for said break at 6:00 p.m. until the day before school is back in session at 6:00 p.m.	Even years	Odd years ³
Mother's Day weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.	Every year	
Memorial Day weekend from Friday at 6:00 p.m. until Monday at 6:00 p.m.	Even years	Odd years
Father's Day weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.		Every year
Fourth of July holiday from July 3 rd at 6:00 p.m. until July 5 th at 6:00 p.m.	Odd years	Even years
Labor Day weekend from Friday at 6:00 p.m. until Monday at 6:00 p.m.	Even years	Odd years
Thanksgiving holiday from the day school lets out for said break at 6:00 p.m. until Sunday at 6:00 p.m.	Even years	Odd years
Christmas holiday break from the day school lets out for said break at 6:00 p.m. until the half way point of the Christmas break	Odd years	Even years
Christmas holiday break from the half way point of Christmas break until the day before school is back in session at 6:00 p.m.	Even years	Odd years
Charlotte's birthday from 6:00 p.m. the night before her birthday until 6:00 p.m. the night of her birthday	Even years	Odd years
Enzo's birthday from 6:00 p.m. the night before his birthday until 6:00 p.m. the night of his birthday	Odd years	Even years

² Holiday visitation shall take precedence over all other visitation, and there shall be no makeup visitation allowed for missed regular visitation, due to holiday visitation.

³ The exception to this is that Paige will have the children for Spring Break in 2025 and thereafter, the parties will rotate Spring Break as provided for on this holiday schedule.