

Amberly Ann Mabey

Name

2344 E Spring Street

Address

Eagle Mountain , Utah 84005

City, State, Zip

435-817-2265

Phone

amberly1d@gmail.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Amberly Ann Mabey

(name of Petitioner)

and

Hayden Mabey

(name of Respondent)

Other parties (if any)

Divorce Decree

264400529

Case Number

Petersen

Judge

Snow

Commissioner (domestic cases)

The court decrees:

Divorce

1. Amberly Ann Mabey is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Amberly Ann Mabey. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Amberly Ann Mabey and Hayden Mabey** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Tylyn Noel Mabey**

Date of Birth: **Dec 29, 2022**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Tylyn Noel Mabey**

Date of Birth: **Dec 29, 2022**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Feb 16, 2024**

Address: **2344 E Spring Street, Eagle Mountain , Utah 84005 United States**

(1).

Caretaker at this address: **Amberly Mabey**

Caretaker current address: **2344 E Spring Street, Eagle Mountain , Utah 84005 United States**

(2).

Caretaker at this address: **Hayden Mabey**

Caretaker current address: **2344 E Spring Street, Eagle Mountain , Utah 84005 United States**

ii.

Move-out Date: **Feb 16, 2024**

Move-in Date: **Dec 29, 2022**

Address: **4993 W Silvertip DR, Salt Lake City, Utah 84118 United States**

(1).

Caretaker at this address: **Amberly Mabey**

Caretaker current address: **2344 E Spring Street, Eagle Mountain , Utah 84005 United States**

(2).

Caretaker at this address: **Hayden Mabey**

Caretaker current address: **2344 E Spring Street, Eagle Mountain , Utah
84005 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Amberly Ann Mabey** and **Hayden Mabey's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Amberly Ann Mabey** and **Hayden Mabey** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Amberly Ann Mabey** and **Hayden Mabey**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Amberly Ann Mabey** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Amberly Ann Mabey's** home **235** overnights each year and in **Hayden Mabey's** home **130** overnights each year.

The parents will follow a custom parent-time schedule.

a. **Hayden Mabey** and **Amberly Ann Mabey** have agreed to a 60/40 parent plan for **Tylyn Mabey**. **Weekday Schedule:** **Amberly Ann Mabey** shall have **Tylyn Mabey** on all **Mondays, Tuesdays, Wednesdays, and Thursday mornings** until **4:30pm**. **Hayden Mabey** shall have **Tylyn Mabey** on alternating **Thursdays** from **4:30pm** to **Friday at 8am**. **Weekend Schedule:** **Hayden Mabey** shall have **Tylyn Mabey** on alternating weekends from **Thursday at 6pm** to **Monday at 8am**. **Amberly Ann Mabey** shall have **Tylyn Mabey** on the remainder of the alternating weekends, specifically from **Friday at 8am** through **Monday at 8am** and continuing until **Hayden Mabey's** next scheduled period begins.

FOR CHILDREN UNDER 5 MONTHS OF AGE (Utah Code 81-9-304):

Weekly: Three two-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

Weekly: Three three-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

Weekly: One 8 hour visit every week and one 3 hour visit every week.

Holidays: Eight hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table, and

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that 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 child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

Midweek: One weekday evening from 5:30 p.m. to 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. Friday until 7:00 p.m. Sunday.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one week shall be uninterrupted time for the parent granted the extended parent-time;
- b. the remaining week shall be subject to weekday parent-time for the custodial parent on

the same day as the parent exercising the extended parent-time has during the other weeks of the year; and

c. the custodial parent shall have an identical one-week period of uninterrupted time for vacation.

Notification of extended parent-time or vacation weeks with the child shall be provided at least 30 days in advance to the custodial parent.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that 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 child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE (81-9-304):

Midweek: One weekday evening from 5:30 - 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. on Friday until 7:00 p.m. on Sunday continuing.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent;

a. one two-week period shall be uninterrupted time for the parent granted the extended parent time;

b. the remaining two-week period shall be subject to an equal amount of weekday parent-time that the parent exercising the extended parent-time has during the other weeks of the year; and

c. the custodial parent shall have an identical two-week period of uninterrupted time for vacation.

A parent shall notify the custodial parent at least 30 days in advance of extended parent-time or vacation weeks.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that 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 child, each

parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	All years	
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	ends on December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Odd years	Even years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	All years	
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	All years	
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	All years	
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All Years: Amberly Ann Mabey is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Hayden Mabey is the father	
Summer Break	Hayden Mabey will	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
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	have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Hayden Mabey. Hayden Mabey will have an additional two weeks of extended Summer Parent-time at the option of Hayden Mabey, subject to weekday parent-time for Amberly Ann Mabey, but not weekends normally exercised by Amberly Ann Mabey. Hayden Mabey will notify Amberly Ann Mabey of the summer break extended parent-time by May 1 each year. Amberly Ann Mabey will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Amberly Ann Mabey. Amberly Ann Mabey will notify Hayden Mabey of the summer break extended parent-time by May 15 each year. If the notification by Hayden Mabey is not		
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Holiday	Period	Noncustodial Years	Custodial Years
	timely, Amberly Ann Mabey may determine the schedule for extended parent-time for Hayden Mabey, so long as Amberly Ann Mabey has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	All years	
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2)	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	Holiday ends on July 25th at 6 p.m.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Amberly Ann Mabey's Birthday	Amberly Ann Mabey will have parent-time each year on Amberly Ann Mabey's birthday from 3:00 p.m. until the following morning when Amberly Ann Mabey delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the		All years

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted extended parent-time.		
Hayden Mabey's Birthday	Hayden Mabey will have parent-time each year on Hayden Mabey's birthday from 3:00 p.m. until the following morning when Hayden Mabey delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers

are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Amberly Ann Mabey's** home residence.

14. Amberly Ann Mabey and Hayden Mabey has authority to check the children out of school. Amberly Ann Mabey and Hayden Mabey has access to the children during school. If the parents cannot agree, education decisions will be made by Amberly Ann Mabey.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **3 or more days** days, the parent

arranging the travel will notify the other parent at least **14 days in advance** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **14 days in advance** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Over the age of **18**.

Other qualifications: **Must be female if they are not family or close family friends.**

Relocation of a parent (Utah Code 81-9-209)

22. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable

to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

24. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the the parent who moved**.

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

27. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

28. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Amberly Ann Mabey) (Utah Code 81-6-203)

29. **Amberly Ann Mabey's** gross monthly income for child support purposes is **\$1257**.

Amberly Ann Mabey receives the following gross monthly income:

- a. **Amberly Ann Mabey** does not have any countable income from any source.
- b. **Amberly Ann Mabey** has no recent work history. The court should consider **Amberly Ann Mabey's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. The adjusted gross monthly income for **Amberly Ann Mabey** is **\$1257**.

Income: Respondent (Hayden Mabey) (Utah Code 81-6-203)

30. **Hayden Mabey's** gross monthly income for child support purposes is **\$7729**.

Hayden Mabey receives the following gross monthly income:

- a. **Hayden Mabey** is employed at **SilverOnyx LLC**. **Hayden Mabey** earns **\$7729** gross (pre-tax) monthly income working a 40-hour a week job or less.

31. The adjusted gross monthly income for **Hayden Mabey** is **\$7729**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

32. It is in the best interest of the children that **Hayden Mabey** be ordered to pay child support to **Amberly Ann Mabey** as follows:

- a. **\$782.00** per month base support. This amount complies with the Utah Child Support Act.

33. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

34. The **joint** custody worksheet was used to calculate child support.

35. The base child support amount using the joint custody calculation is **\$782** per month.

Child support reduction for extended parent-time

36. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

37. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be

approved by the Office of Recovery Services.

38. The person ordered to receive child support can request mandatory income withholding (Utah Code 62A-11 parts 4 and 5). If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:
150 East Center Street, Suite 2100 Provo, Utah 84606
unless ORS gives notice that payments should be sent elsewhere.

39. If ORS begins mandatory income withholding, child support is due on the first day of each month and will be past due on the first day of the next month.

40. The issue of past-due child support may be decided by future court or administrative action.

41. **Amberly Ann Mabey** and **Hayden Mabey** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Amberly Ann Mabey**, **Hayden Mabey** will reimburse **Amberly Ann Mabey** for half the fee.

42. The parties must notify each other within 30 days of any change in their income.

43. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

44. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

45. **Amberly Ann Mabey** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Hayden Mabey** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 81-6-208)

46. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

47. **n/a** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Hayden Mabey's** insurance will be primary coverage.
 - **Amberly Ann Mabey's** insurance will be secondary coverage.
- b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:
- **Hayden Mabey's** spouse's insurance will be primary coverage.
 - **Amberly Ann Mabey's** spouse's insurance will be secondary coverage.
- c. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

48. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

49. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

50. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

51. Vehicles will be divided as follows:

a.

Year: **2018**

Make: **Honda**

Model: **CRV**

VIN: **2HKRW6H32JH225404**

Owner (before divorce): **Amberly Mabey & Hayden Mabey**

Current value: **\$15,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Amberly Ann Mabey**

i.

Lender: **Mountain America**

Address: **1345 Eagle Mountain Blvd, Eagle Mountain, UT, 84005**

Date Acquired: **N/A**

Amount Owed: **\$17,074.56**

Amounts Estimated: **no**

Monthly Payment: **\$315.00**

The debt will be paid as follows: **Amberly Ann Mabey will pay the entire debt. Amberly Ann Mabey will provide a copy of the divorce decree to the lender.**

b.

Year: **2019**

Make: **Nissan**

Model: **Rogue**

VIN: **5N1AT2MV2KC786409**

Owner (before divorce): **Hayden Mabey**

Current value: **\$13,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Hayden Mabey**

i.

Lender: **UCCU**

Address: **1364 Commerce Dr, Saratoga Spring, UT, 84045**

Date Acquired: **N/A**

Amount Owed: **\$12,555.28**

Amounts Estimated: **no**

Monthly Payment: **\$215.33**

The debt will be paid as follows: **Hayden Mabey will pay the entire debt.**

Hayden Mabey will provide a copy of the divorce decree to the lender.

Bank and credit union accounts

52. Bank and credit union accounts will be divided as follows:

a.

Account Number: **3602**
Account Type: **Checking**
Institution Name: **Chase**
Address: **1412 Exchange DR, Saratoga Springs, UT 84045**
Date Opened: **N/A**
Balance (US Dollars): **\$1,295.10**
Estimated: **no**
Owner: **Amberly Ann Mabey and Hayden Mabey**
Co-Owner(s): **N/A**
Divide as follows: **Equally**

b.

Account Number: **6199**
Account Type: **Checking**
Institution Name: **Mountain America Credit Union**
Address: **1345 Eagle Mountain Blvd, Eagle Mountain, Utah, 84005**
Date Opened: **N/A**
Balance (US Dollars): **\$1,000.00**
Estimated: **yes**
Estimation basis: **Money will keep coming in and out.**
Owner: **Amberly Ann Mabey and Hayden Mabey**
Co-Owner(s): **N/A**
Divide as follows: **Close and Split Equally**

53. This other property will be divided as follows:

Hayden Mabey will get the Cat.

Debts

54. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **9985**

Institution Name: **Visa**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$7,300.00**

Minimum Monthly Payment (in US Dollars): **\$167.00**

Owner: **Amberly Anderson**

The debt will be paid as follows: **Amberly Ann Mabey will pay half of the debt. Hayden Mabey will pay half of the debt. Amberly Ann Mabey will provide a copy of the divorce decree to the lender.**

Other Debt

a.

Account Number: **4064**

Institution Name: **NelNet**

Address: **121 S. 13th St., Suite 301, Lincoln, NE 68508**

Amount owed on debt (in US Dollars): **\$7,436.29**

Minimum Monthly Payment (in US Dollars): **\$89.79**

Owner: **Hayden Mabey**

The debt will be paid as follows: **Hayden Mabey will pay the entire debt. Hayden Mabey will provide a copy of the divorce decree to the lender.**

Real property

55. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **2344 E Spring Street, Eagle Mountain , Utah County, Utah 84005**

United States

Tax ID: **75-2921540**

Legal Description: **Property 1: Lot 600 Plat "E", EAGLE POINT, Eagle Mountain, Utah, according to the official plat on file in the office of the Utah County Recorder 38-326-0600**

Date property acquired: **Feb 16, 2024**

Names on title: **Hayden Mabey & Amberly Mabey**

Original cost: **\$515,000**

Current value: **\$550,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Rocket Mortgage for the current value**

Disposal: **This property will be sold as follows:**

Until the property is sold, Amberly Ann Mabey and Hayden Mabey will have equal use and possession of this property. Amberly Ann Mabey and Hayden Mabey will be equally responsible for payments, taxes, and insurance until the property is sold.

The proceeds of the sale will be applied as follows:

- (i) First, pay expenses of sale.
- (ii) Second, pay all mortgages and liens. If there is money still owed on mortgages and liens, the parties will each be responsible for one half of each payment.
- (iii) Third, pay all marital debts and obligations.
- (iv) Finally, divide any remaining balance equally between the parties.

i.

Creditor: **N/A**

Names on mortgage: **Hayden Mabey**

Date mortgage acquired: **Feb 16, 2024**

Mortgage balance: **\$434,099.74**

Monthly payment: **\$3,238.61**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Hayden Mabey will pay the entire debt. Hayden Mabey will provide a copy of the divorce decree to the lender.**

Alimony

Amberly Ann Mabey's Financial Need

56. **Amberly Ann Mabey's** ability to earn (after taxes) is **\$591.30** per month. This amount is based on these sources of income:

Monthly Ability to Earn

Source	Monthly income
Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 600
Rental income	\$
Business income	\$
Interest	\$
Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.	
Dividends	\$
Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.	
Retirement income (including pensions, 401(k), IRA, etc.)	\$

Worker's Compensation	\$	
Social Security Disability (SSDI)	\$	
Supplemental Security Income (SSI)	\$	
Social Security (Other than SSDI or SSI)	\$	
Private Disability Insurance	\$	
Unemployment benefits	\$	
Education benefits (Including grants, loans, cash scholarships, etc.)	\$	
Veteran's Benefits	\$	
Alimony (from a prior marriage)	\$	
Child Support (from a prior order)	\$	
Payments from civil litigation	\$	

Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system, such as a settlement or court-awarded damages.

Victim restitution	\$	
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Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.

Utah Cash Assistance	\$	
Family Employment Program (FEP), etc.		
Federal Cash Assistance	\$	
Temporary Assistance for Needy Families (TANF), etc.		
Financial support from household members	\$	

Financial support from household members refers to the money received by an individual from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members	\$	
----------------------------------------------	----	--

Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial

obligations.

Trust income

\$

Trust income refers to the money earned by a trust, a legal arrangement where a trustee holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

Annuity income

\$

Annuity income refers to the periodic payments received by an individual from an annuity, a financial product that provides a guaranteed stream of income for a fixed period or for the rest of the individual's life in exchange for a lump sum or series of payments made to the annuity provider.

\$

\$

Total Gross Monthly Income

\$ 600

Monthly Tax Deductions from Ability to Earn

Type of Deductions	Amount
Federal Income Tax	\$
State Income Tax	\$
Municipal Income Tax	\$
FICA	\$
Medicare	\$
Total Monthly Tax Deductions	\$

57. **Amberly Ann Mabey** will be receiving per month in child support in this case.

58. **Amberly Ann Mabey's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 3238.61
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 500
Clothing	\$ 100
Automobile payments	\$ 530

Automobile insurance	\$ 190
Automobile fuel	\$ 120
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 200
Telephone	\$ 35
Paid television, cable, satellite	\$ 0
Internet	\$ 50
Credit card payments	\$ 200
Loans and other debt payments	\$ 90
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 75
Education (children)	\$ 0
Education (self)	\$ 0
Health care insurance	\$ 500
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 50
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0

Garnishment or income withholding order	\$ 0	
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0	
Other	\$ 0	
Other	\$ 0	
Total current monthly expenses		<u>\$5878.610000000001</u>

59. **Amberly Ann Mabey's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 0	
Real estate taxes (if not included in mortgage)	\$ 0	
Real estate insurance (if not included in mortgage)	\$ 0	
Real estate maintenance	\$ 0	
Food and household supplies	\$ 0	
Clothing	\$ 0	
Automobile payments	\$ 0	
Automobile insurance	\$ 0	
Automobile fuel	\$ 0	
Automobile maintenance	\$ 0	
Other transportation costs (public transportation, parking, etc.)	\$ 0	
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0	
Telephone	\$ 0	
Paid television, cable, satellite	\$ 0	
Internet	\$ 0	
Credit card payments		

	\$ 0	
Loans and other debt	\$ 0	
payments		
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 0	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other	\$ 0	
insurance		
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses	\$ 0	

60. The difference between **Amberly Ann Mabey's** monthly net income (including child support) and monthly expenses is **\$5,287.31** based on **current** expenses. This is **Amberly Ann Mabey's** monthly financial need.

Hayden Mabey's Ability To Pay

61. **Hayden Mabey's** net income (after taxes) is **\$7,295.95** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 7728.95
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from	

household members	\$0
Financial support from non-household members	\$0
Trust income	\$0
Annuity income	\$0
	\$0
	\$0

Total Gross Monthly Income **\$ 7728.95**

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$231
State Income Tax	\$152
Municipal Income Tax	\$0
FICA	\$0
Medicare	\$50
Total Monthly Tax Deductions	\$433

62. **Hayden Mabey** will be paying per month in child support in this case.

63. **Hayden Mabey's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$3238.61
Real estate taxes (if not included in mortgage)	\$0
Real estate insurance (if not included in mortgage)	\$0
Real estate maintenance	\$0
Food and household supplies	\$500
Clothing	\$100
Automobile payments	\$530
Automobile insurance	\$190
Automobile fuel	\$120
Automobile maintenance	\$0

Other transportation costs\$ 0
(public transportation,
parking, etc.)
Utilities (such as electricity,\$ 200
gas, water, sewer, garbage)
Telephone\$ 35
Paid television, cable,\$ 0
satellite
Internet\$ 50
Credit card payments\$ 200
Loans and other debt\$ 90
payments
Alimony from previous\$ 0
marriages
Child support\$ 0
Child care\$ 0
Extracurricular activities for\$ 0
children
Education (children)\$ 0
Education (self)\$ 0
Health care insurance\$ 0
Health care expenses\$ 0
(excluding insurance listed
above)
Other\$ 0
insurance
Entertainment\$ 50
Laundry and dry cleaning\$ 0
Donations\$ 0
Gifts\$ 0
Union and other Dues\$ 0
Garnishment or income\$ 0
withholding order
Retirement deposits\$ 0
(including pensions, 401(k),

IRA, etc.)	
Other	\$ 0
Other	\$ 0
Total marital monthly expenses	\$5303.610000000001

64. The difference between **Hayden Mabey's** monthly net income and monthly expenses (including child support) is **\$1,992.34**. This is **Hayden Mabey's** ability to pay alimony each month.

65. **Hayden Mabey** and **Amberly Ann Mabey** have been married for **3 years and 11 months**.

66. The value of real property during the marriage is **\$550,000.00**

67. The value of personal property during the marriage is **\$28,000.00**.

Alimony Payment

68. **Hayden Mabey** will pay **Amberly Ann Mabey \$1,400.00** in alimony each month.

69. These are the reasons for this amount: **Amberly Mabey and Hayden Mabey have mutually agreed that a monthly alimony payment in the amount of \$1,400 is fair and reasonable. This amount will allow Amberly Mabey to remain at home to care our minor child, Tylyn Mabey, while also ensuring that Hayden Mabey retains sufficient income to meet his own living expenses and maintain financial stability. Both parties believe this arrangement is equitable and in the best interest of their child.**

70. Alimony will start the month immediately following entry of the divorce decree.

71. The payment schedule will be:

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

72. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.

73. **Hayden Mabey's** alimony obligation will end the earliest of the following:

- **3 years and 7 months.**
- **If Amberly Ann Mabey dies.**
- **If Amberly Ann Mabey remarries.**
- **If Amberly Ann Mabey cohabits. Cohabitation must be proven in court before Hayden Mabey stops paying alimony.**

Retirement money

Retirement money – retirement accounts

74. The parties have retirement money. The owner of the retirement money Plan

Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

75. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **None**

Plan Name: **Roth IRA**

Plan Administrator: **SilverOnyx LLC**

Company Name: **Empower**

Address: **16717 S Bringham BLVD Suit 100 Bluffdale, Utah, 84065**

Date Opened: **Oct 1, 2019**

Plan Value: **\$58134.97**

This plan is in the name of: **Hayden Mabey**

Divide as follows: **The retirement money should be awarded by dollar amount. Amberly Ann Mabey should be awarded \$10000 and Hayden Mabey should be awarded \$48134.97. Hayden Mabey should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 365 days after the divorce decree is entered.**

Duty to sign documents

76. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

77. **Amberly Ann Mabey** changed her name when the parties married. **Amberly Ann Mabey's** name will be **Amberly Ann Anderson** after the divorce.

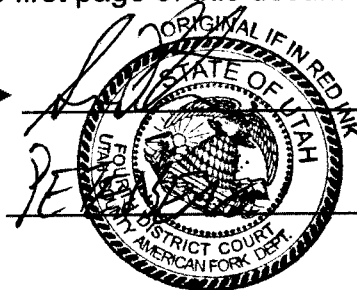
Judge's signature may instead appear at the top of the first page of this document.

Date

4/20/26

Signature

Judge



Date

Signature ► _____

Commissioner _____

Approved as to Form.

Other Party
Signature ► _____

Other Party Name Hayden Mabey

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Hayden Mabey**
Method of service: **Email**
Address: **Hlmabey283@gmail.com**
Date of Service: **Apr 16, 2026**

04/16/2026

Date

Signature ►

Amberly Mabey

Printed
Name

Amberly Mabey