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**IN THE FOURTH JUDICIAL DISTRICT COURT,
IN AND FOR PROVO DISTRICT COURT
UTAH COUNTY, STATE OF UTAH**

IN THE MATTER OF THE MARRIAGE
OF:

SCOTT ANTHONY JAMES,

Petitioner,

AND

SIDNEY ANN MENDEZ,

Respondent.

(PROPOSED) DECREE OF DIVORCE

Case No. 254401926

Judge: DEREK P. PULLAN

Commissioner: MARLA SNOW

The Court, having made and entered its Findings of Fact and Conclusion of Law, hereby
ORDERS, ADJUGES AND DECREES that the bonds of matrimony and marriage contract
between the parties are dissolved and the parties are awarded a Decree of Divorce on the grounds
of irreconcilable differences, to become final upon entry by the Court. The Court further
ORDERS as follows:

1. Marriage information. Petitioner Scott Anthony James (“Petitioner” or “Scott”) and

Respondent Sidney Ann Mendez (“Respondent” or “Sidney”) are wife and husband, having been married on July 28, 2022 (“Date of Marriage”) in Utah.

PARTIES, JURISDICTION, AND GROUNDS

2. Petitioner Scott Anthony James is over the age of 18 and is a resident of Utah County, Utah. Petitioner was a Utah resident for greater than three consecutive months before filing the petition in this matter.
3. Respondent Sidney Ann Mendez is over the age of 18 and is a resident of Utah County, Utah. Respondent was a Utah resident for greater than three consecutive months prior to the filing of the petition in this matter.
4. Petitioner and Respondent are currently husband and wife.
5. The parties are parents of one minor Child: AJJ, born May 16, 2023.
6. This Court has subject matter jurisdiction over this matter pursuant to Utah Code Ann. § 81-4-402.
7. Petitioner and Respondent stipulate to personal jurisdiction and venue in Utah Fourth District Court.

CUSTODY OF THE MINOR CHILDREN AND PARENT TIME

8. The parties agree to joint legal custody for the minor child and pursuant to the following:
 - a. Neither parent shall have final decision-making authority unless there is a good faith effort to reach a reasonable compromise. Such effort must be evidenced by mutual communication in writing. A good faith effort is not deemed to have been made unless there is evidence of mutual communication and attempts to reach a reasonable compromise.

b. Failure to comply with these requirements may be considered by the Court as grounds for modification of legal custody pursuant to Utah Code§ 81-9-203.

9. The parties agree and acknowledge that it is in the best interests of their Child for both parents to share substantial and meaningful parenting time. The parties hereby establish a framework to gradually transition to a true joint physical custody arrangement by the time the child reaches five (5) years of age:

a. Until the Child reaches the age of five (5), Respondent shall have primary physical custody of the child. Petitioner shall have parent-time as set forth in the statutory minimum parent-time schedule, Utah Code Ann. § 81-9-302, with the modifications set forth below:

- i. Scott Anthony James shall have the right to elect additional parent-time days with 30 days' written notice to Sidney Ann Mendez.
- ii. Holiday and special occasion time shall alternate annually between the parties.
- iii. The minor child's birthday shall alternate annually between the parties.
- iv. Each parent shall have up to two additional "floating" long weekends (3-day weekends) per year, provided they give 30 days' advance written notice to the other parent.

b. The parties agree that parent-time will increase incrementally as Aliyah grows older, in a manner that is developmentally appropriate and fosters a healthy attachment to both parents. The parties shall work together to establish a phased plan for increased parent-time, as follows:

- i. From the child's second birthday until her fourth birthday, Scott Anthony James shall have alternating weekends from Friday at 6:00 p.m. until Sunday at 7:00 p.m., and one midweek overnight visit each week.
- ii. From the child's fourth birthday until her fifth birthday, Scott Anthony James shall have alternating weekend visitations extended by one day, starting at either Thursday at 6:00 p.m. until the following Monday at 7:00 a.m, or from Friday at 6 p.m. until the following Tuesday at 7:00 a.m.

10. Commencing on the child's fifth birthday, the parties shall share joint physical custody on a week-on/week-off basis, alternating every Friday at 6:00 p.m., so that the child shall spend equal time with each parent.

11. The parties agree to remain flexible in implementing this phased plan to best meet the evolving needs of the child. Should either parent have concerns about the child's readiness for each phase, the parties shall work in good faith to modify the schedule as needed, based on the best interests of the child.

12. In the event of relocation by Respondent Sidney Ann Mendez more than 50 miles from Petitioner's parents house, 5318 W Holder Drive, West Valley City UT 84120, Petitioner shall have the right to seek modification of the Decree to reflect a substantial change in circumstances under Utah Code§ 81-9-209.

13. In the event of relocation by Petitioner Scott Anthony James more than 50 miles from Respondent's house, 180 S. 700 E., Pleasant Grove, UT 84062, Respondent shall have the right to seek modification of the Decree to reflect a substantial change in circumstances under Utah Code§ 81-9-209.

14. Nothing in this provision shall limit either party's right to petition the Court for modification based on a substantial change in circumstances or the best interests of the child as provided by Utah Code§ 81-9-202 and related provisions.

15. Communication and Co-Parenting. Both parents shall: (i) have unrestricted, reasonable telephone, video, and written contact with the minor child during the other parent's custodial time; and (ii) cooperate in making day-to-day decisions during their respective times and shall consult each other in good faith regarding major decisions affecting the child's welfare.

CHILD SUPPORT AND FINANCIAL PROVISIONS

16. Child Support. Petitioner shall pay child support to Respondent in the amount of \$370 per month for the support of their minor Child in accordance with the Utah Child Support Guidelines.

17. Custody- Based Reduction Schedule. The parties agree that as Scott Anthony James's parent-time increases over time, the child support obligation shall be reduced as follows:

a. The parties agree that as Scott Anthony James's parent-time increases over time, the child support obligation shall be reduced as follows:

i. From the date of the stipulated petition until the child's third birthday:
\$370/month

ii. Beginning on the child's third birthday and continuing until the child's fourth birthday (expanded weekend arrangement): \$370/month

iii. Beginning on the child's fourth birthday and continuing thereafter (50/50 week on/week-off arrangements): \$185/month

18. These scheduled reductions reflect Scott's anticipated extended parent-time as the child transitions to 50/50 custody. If the parties mutually agree to a different schedule that affects the number of overnights in any month, they shall adjust the support amount in good faith consistent with Utah Code § 81-6-211 and the current guidelines.

19. If there is a substantial change in circumstances or a material change in the parties' incomes, either party may petition the Court to modify child support in accordance with Utah Code § 81-6-202 and related statutes.

20. Each party shall notify the other within thirty (30) days of any material change in income or significant change in the child's primary residence that would affect child support calculations.

21. Each party shall be entitled to claim the minor child as a dependent for tax purposes in alternating years (Petitioner in odd years; Respondent in even years), provided the claiming parent is current on all child support obligations for that tax year.

22. The parties shall equally share all reasonable work-related childcare costs and all uninsured and unreimbursed medical expenses for the minor child. Either parent may submit written verification of such expenses, and the other parent shall reimburse their share within 30 days of receipt of documentation.

23. The parent incurring such expenses shall consult with the other parent in advance, except in emergencies, and shall notify the other parent of any ongoing childcare arrangements.

24. Medical and Dental Insurance. The parent who can obtain the most affordable medical, hospital, and dental insurance shall provide such coverage for the minor child. If both parents have coverage, Sidney Ann Mendez's plan shall be primary and Scott Anthony James's plan

shall be secondary.

DIVISION OF ASSETS AND DEBTS, ALIMONY

25. Distribution of Assets and Debts. The parties affirm that there are no joint assets or liabilities and debts to be divided between them. The parties further agree that all personal property has already been divided to their mutual satisfaction. Each party shall retain all property currently in his or her possession or titled in his or her own name and shall be solely responsible for any debts or liabilities in his or her individual name, and shall hold the other party harmless therefrom.

26. Alimony. Each party waives any claim for alimony.

DISPUTE RESOLUTION

27. Mediation Required. Should any dispute arise concerning anything related to the parties' marriage or this Agreement and any resulting court orders, and the parties are unable to agree on a resolution, the parties shall attend mediation in good faith to attempt to resolve the dispute. If the dispute is not resolved by mediation, either party may apply to the Court for a determination.

IT IS SO ORDERED.

****In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Decree does not bear the handwritten signature of the Judge but instead displays an electronic signature at the upper right-hand corner of the first page of this Decree of**

Divorce.**

APPROVED AS TO FORM AND CONTENT:

/s/ Annie Yi

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of April, 2026, I caused a true and correct copy of the foregoing document to be served as indicated below:

Sidney Ann Mendez
Wofffindensidney16@gmail.com

- ☐ U.S. Mail, Postage Prepaid
- ☐ Hand Delivered
- ☐ Electronic Filing Notification
- ☒ E-mail

/s/ Amberly Bray_____