

FILED

JUL 01 2026

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

Jacob Gale Wadsworth

Name

3880 West Red Clover Dr

Address

Lehi, Utah 84043

City, State, Zip

801-678-0467

Phone

jacobwadsworth@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)

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

Jacob Gale Wadsworth

(name of Petitioner)

and

Kiana Tiare Wadsworth

(name of Respondent)

Other parties (if any)

Divorce Decree

264401168

Case Number

Johnson

Judge

Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Jacob Gale Wadsworth is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Jacob Gale Wadsworth. The divorce will become final upon entry of the divorce decree.

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

2. **Jacob Gale Wadsworth** and **Kiana Tiare Wadsworth** 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: **Mila Evelyn Wadsworth**
Date of Birth: **Jul 31, 2020**

b.

Child Name: **Ira Jacob Wadsworth**
Date of Birth: **May 20, 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: **Mila Evelyn Wadsworth**
Date of Birth: **Jul 31, 2020**

i.

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

Move-in Date: **Jul 1, 2021**

Address: **3880 West Red Clover Dr, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Jacob and Kiana Wadsworth**

Caretaker current address: **3880 West Red Clover Dr, Lehi, Utah 84043**

United States

ii.

Move-out Date: **Jul 1, 2021**

Move-in Date: **Jul 31, 2020**

Address: **1776 W Newcastle Ln , Saratoga Springs, UT United States**

(1).

Caretaker at this address: **Jacob and Kiana Wadsworth**

Caretaker current address: **3880 West Red Clover Dr, Lehi, Utah 84043**

United States

b.

Child Name: **Ira Jacob Wadsworth**

Date of Birth: **May 20, 2022**

i.

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

Move-in Date: **Jul 1, 2021**

Address: **3880 West Red Clover Dr, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Jacob and Kiana Wadsworth**

Caretaker current address: **3880 West Red Clover Dr, Lehi, Utah 84043**

United States

ii.

Move-out Date: **Jul 1, 2021**

Move-in Date: **May 20, 2022**

Address: **1776 W Newcastle Ln, Saratoga Springs, UT United States**

(1).

Caretaker at this address: **Jacob and Kiana**

Caretaker current address: **3880 West Red Clover Dr, Lehi, Utah 84043**

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 **Jacob Gale Wadsworth** and **Kiana Tiare Wadsworth's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Jacob Gale Wadsworth** and **Kiana Tiare Wadsworth** 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 **Jacob Gale Wadsworth** and **Kiana Tiare Wadsworth**.

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. **Jacob Gale Wadsworth** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Jacob Gale Wadsworth's** home **219** overnights each year and in **Kiana Tiare Wadsworth's** home **146** overnights each year.

Parent-time

9. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. **Both parents agree to joint legal custody, meaning they share equal rights and responsibility for major decisions affecting the children's welfare, including education, religious upbringing, medical care, and significant lifestyle choices. Both parents acknowledge that joint legal custody requires ongoing communication, cooperation, and mutual respect in decision-making. Both parents have voluntarily chosen this arrangement as best suited to their family's circumstances and the children's best interests, and commit to acting in good faith with the children's wellbeing as the highest priority. Jacob will serve as the primary custodial parent, providing the primary residence for the children. This is a physical custody designation only and does not affect joint legal custody rights. The primary custodial parent will have physical custody for up to 219 days annually, while the other parent will have no fewer than 146 days annually. A "day" is defined as any period during which the children have two or more consecutive meals with one parent. Under this arrangement, Jacob will have 219 days annually and Kiana will have 146 days annually, with Kiana having two overnights during the week and alternating every other week.**

Parent-time for special occasions

10. 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	Jacob Gale Wadsworth	Kiana Tiare Wadsworth
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;	Odd years	Even years

Holiday	Period	Jacob Gale Wadsworth	Kiana Tiare Wadsworth
	(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 6 p.m. on Labor Day.		
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 6 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 6 p.m. on the day before school resumes.	Odd years	Even 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 6 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 6 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 ends on December 27th at 6 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd 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 6 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 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 6 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 6 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 6 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 6 p.m.		All years: Kiana Tiare Wadsworth 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 6 p.m.	All years: Jacob Gale Wadsworth is the father	

Holiday	Period	Jacob Gale Wadsworth	Kiana Tiare Wadsworth
Summer Break	Jacob Gale Wadsworth will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Jacob Gale Wadsworth. Jacob Gale Wadsworth will notify Kiana Tiare Wadsworth of the summer break extended parent-time by May 1 each year. Kiana Tiare Wadsworth will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Kiana Tiare Wadsworth. Kiana Tiare Wadsworth will notify Jacob Gale Wadsworth of the summer break extended parent-time by May 15 each year. If the notification by Jacob Gale Wadsworth is not timely, Kiana Tiare Wadsworth may determine the schedule for extended parent-time for Jacob Gale Wadsworth, so long as Kiana Tiare Wadsworth 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.	Odd years	Even years
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.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
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.	Odd years	Even years
Kiana Tiare Wadsworth's Birthday	Kiana Tiare Wadsworth will have parent-time each year on Kiana Tiare Wadsworth's birthday from 3:00 p.m. until the following morning when Kiana Tiare Wadsworth 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
Jacob Gale Wadsworth's Birthday	Jacob Gale Wadsworth will have parent-time each year on Jacob Gale Wadsworth's birthday from 3:00 p.m. until the following morning when Jacob Gale Wadsworth 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	All years	

Holiday	Period	Jacob Gale Wadsworth	Kiana Tiare Wadsworth
	exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		

Parent-time transfers

11. 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

12. 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

13. 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

14. The school the children will attend is based on **Jacob Gale Wadsworth's** home residence.

15. Jacob Gale Wadsworth and Kiana Tiare Wadsworth has authority to check the children out of school. Jacob Gale Wadsworth and Kiana Tiare Wadsworth has access to the children during school.

Communication with each other

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

Communication with the children

17. 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.

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

- By any method

19. Other terms about communication with the children: **Both parents will respect each other's privacy and personal space, including refraining from unnecessary intrusions into the other parent's home or personal affairs, limiting communication to matters concerning the children, and not interrogating the children about the other parent's personal life. Both parents agree to support each other's parental authority and maintain reasonably consistent rules, discipline, and expectations between households. Neither parent will undermine the other's reasonable parenting decisions. Parents will promptly consult with each other when a child experiences school problems, emotional concerns, or other significant issues, and will collaborate on solutions. Both parents will speak positively about the other parent to the children and hold each other in high esteem as parents. Parents recognize that maintaining a positive image of each parent is essential to the children's emotional well-being and their right to love both parents freely. Both parents agree to communicate directly with each other regarding all matters concerning their child. Recognizing that their communication significantly impacts the child's emotional well-being, both parents commit to maintaining civil and respectful communication, refraining from making harmful or denigrating comments about the other parent in the child's presence, and using appropriate language in all communications, whether verbal, written, or electronic. Parents will make reasonable efforts to prevent family members and friends from making negative comments about the other parent around the child. If direct communication proves difficult, parents may use a co-parenting communication tool or seek professional assistance. Both parents understand that respectful discourse provides the child with security and demonstrates healthy conflict resolution.**

Records and information sharing

20. 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

21. 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.

22. If the children will be traveling for more than **14** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in

advance. In case of emergency, the parent will provide as much notice as possible.

23. Other agreements about travel by the children: **The parties agree that both shall be allowed to travel with the minor child and that both parties agree to obtain a passport for the child if international travel for vacations is planned. The parties are hereby ordered to sign Form DS53 if they cannot appear or appear at the appropriate place to apply for a passport. If one party refuses to appear or sign form DS53 to obtain a passport, this court hereby orders, orders that either individual parent of the minor child(ren) can apply and obtain a passport. The State Department of the United States of America shall issue the minor child(ren) listed in this decree passports upon application of either parent. The parties shall split the cost of the passport. The child shall spend not more than 14 consecutive days at any time traveling with either parent without written permission for further days. The parties agree to give a complete itinerary of places and a 3rd parties information for contact purposes, when traveling with the child. The parties agree to keep a written statement with both parents permission for the trip with both parents information in the luggage of the child while traveling for emergency contact purposes.**

Child care

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

Other qualifications: **Both parents agree to split all work-related child care costs 50/50. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. In the event the day care provider requires payment regardless the parent has the children or not, that expense will be shared by both parties.**

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

25. If either parent moves more than 30 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.

26. If either parent lives more than 30 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.

27. Other terms about relocating: **Both parents recognize that geographic relocation significantly impacts the children's well-being and the non-moving parent's relationship with the children. Any parent intending to move outside a 30 mile radius of Lehi, UT must provide 60 days' written or email notice to the other parent, including the move date, new address, reasons for relocation, and a preliminary proposal for modified custody arrangements. Upon notice of relocation, both parents will engage in thoughtful dialogue about the impact on the children. No assumptions will be made about whether the children relocate with the moving parent. Instead, parents will evaluate factors including the children's ages and**

developmental stages, current academic performance and educational opportunities in both locations, extracurricular activities, social relationships, potential advantages of the new location (educational opportunities, quality of life, career benefits), emotional impact on relationships with each parent, feasibility of maintaining meaningful relationships with both parents, and extended family connections. Parents may implement temporary custody arrangements on a trial basis and will remain open to modifications based on the children's adjustment. Parents commit to regular communication, monitoring the effectiveness of new arrangements, and making adjustments to support the children's best interests. All decisions will prioritize the children's emotional well-being, strong relationships with both parents, academic and social development, and stability while minimizing disruption.

28. If either parent lives more than 30 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 parties as follows: **Transportation costs will be negotiated when notice of the move is given. Costs to consider for pick-up and return of children include airfare, car fuel, lodging, and meals.**

29. 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.

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

Resolving disputes

31. 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

32. Other agreements about resolving disputes:

b. **IMPASSE PROCEDURES- ROTATING DECISION AUTHORITY** This protocol governs major moral and parenting decisions, including religious and spiritual participation, educational choices, disciplinary methods, personal autonomy decisions such as piercings or hair choices, screen time and electronic device usage, cultural practices and traditions, social activities and peer relationships, dress standards and appearance, and behavioral expectations and house rules. This protocol specifically does not apply to parenting time disputes, financial matters, emergency medical decisions, immediate safety concerns, or time sensitive decisions where rotation would cause harm. When a parent wishes to make a decision requiring mutual agreement, that parent must notify the other parent in writing or email within a reasonable time,

including the proposed solution and reasoning. The responding parent must reply within 24 hours with either their agreement or their proposed alternative solution. Failure to respond within 24 hours results in the initiating parent's proposed solution prevailing. If the parents reach impasse after good faith discussion, the decision falls to the parent whose turn it is in the rotation. Kiana will have the first final decision authority, followed by Jacob, and the rotation continues alternating thereafter. The parent exercising authority must clearly communicate their intention to use this decision-making prerogative, and their decision is final and binding. Once a decision is made for a specific child on a specific issue, it cannot be reversed or countered using this process unless circumstances have substantially changed. Both parents must attempt compromise before exercising authority, must support the final decision once made, and may not undermine or criticize the decision to the children. All proposals, responses, and decisions must be documented in a shared digital record. Violations of this protocol include making decisions out of rotation, failing to honor the other parent's authority, undermining decisions, failing to document properly, or acting without required notice. If court intervention becomes necessary due to violations, the prevailing party's attorney fees and court costs will be paid by the offending party. This authority structure may be modified only by written agreement of both parties, court order, or successful mediation.

Changing the plan

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

33. 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 (Jacob Gale Wadsworth) (Utah Code 81-6-203)

34. **Jacob Gale Wadsworth's** gross monthly income for child support purposes is **\$10000**. **Jacob Gale Wadsworth** receives the following gross monthly income:

Income: Respondent (Kiana Tiare Wadsworth) (Utah Code 81-6-203)

35. **Kiana Tiare Wadsworth's** gross monthly income for child support purposes is **\$0**. **Kiana Tiare Wadsworth** receives the following gross monthly income:

a. **Kiana Tiare Wadsworth** does not have any countable income from any source.

36. The adjusted gross monthly income for **Kiana Tiare Wadsworth** is **\$0**.

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

37. It is in the best interest of the children that **Jacob Gale Wadsworth** be ordered to

pay child support to **Kiana Tiare Wadsworth** as follows:

a. **\$317.00** per month base support. This amount complies with the Utah Child Support Act.

38. 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.

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

40. The base child support amount using the joint custody calculation is **\$317** per month.

Child support reduction for extended parent-time

41. 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.

42. 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.

43. **Kiana Tiare Wadsworth** will give **Jacob Gale Wadsworth** the information needed to set up direct deposit through **Jacob Gale Wadsworth's** employer. Once **Jacob Gale Wadsworth** has the information, **Jacob Gale Wadsworth** will have **Jacob Gale Wadsworth's** employer set up direct deposit to an account of **Kiana Tiare Wadsworth's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

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

45. **Jacob Gale Wadsworth** will pay any ORS fees. If **Kiana Tiare Wadsworth** is the ORS applicant and the fees are withheld from payments to **Kiana Tiare Wadsworth**, **Jacob Gale Wadsworth** will reimburse **Kiana Tiare Wadsworth**.

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

47. The parties will do the following for child related support or expenses:

- a. The parties acknowledge that pursuant to Utah Code § 78B-12-203(8), Kiana is a stay-at-home parent and her income shall be imputed at zero dollars for the first six months following the execution of the Decree of Divorce. Upon the expiration of this six-month period, Kiana's gross monthly income shall be imputed at \$3,466 for

purposes of calculating child support. During the initial six-month period following execution of the Decree of Divorce, child support shall be calculated based on Kiana's imputed income of zero dollars, and Jacob shall pay child support in accordance with the Utah Child Support Guidelines based on this calculation. Beginning on the first day of the seventh month following execution of the Decree of Divorce, Kiana's imputed income of \$3,466 per month shall be used for child support calculations, and Kiana's child support obligation shall be adjusted to \$139 per month, payable to Jacob. This adjustment shall occur automatically without the need for further court action. The parties agree to exchange updated income information annually and to recalculate child support in accordance with the Utah Child Support Guidelines if either party experiences a material change in circumstances as defined by Utah law.

48. 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

49. As long as **Jacob Gale Wadsworth** is current on all child support and other court-ordered financial obligations, **Jacob Gale Wadsworth** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Mila Wadsworth - see provision**

50. As long as **Kiana Tiare Wadsworth** is current on all child support and other court-ordered financial obligations, **Kiana Tiare Wadsworth** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Ira Wadsworth - see provision**

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

51. 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),

52. **Jacob Gale Wadsworth** 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:

- **Jacob Gale Wadsworth's** insurance will be primary coverage.

- **Kiana Tiare Wadsworth'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:
 - **Jacob Gale Wadsworth's** spouse's insurance will be primary coverage.
 - **Kiana Tiare Wadsworth'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)

53. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Both parents agree to split all work-related child care costs 50/50. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. In the event the day care provider requires payment regardless if the parent has the children or not, that expense will be shared by both parties.

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

54. 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)

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

Vehicles

56. Vehicles will be divided as follows:

a.

Year: **2015**

Make: **Hyundia**
Model: **Sonata**
VIN: **N/A**
Owner (before divorce): **Jacob Wadsworth**
Current value: **\$6,325.00**
Amounts Estimated: **no**
Ownership After Divorce: **Jacob Gale Wadsworth**
Loan: **N/A**

b.

Year: **2024**
Make: **Hyundai**
Model: **Palisade**
VIN: **N/A**
Owner (before divorce): **Jacob and Kiana Wadsworth**
Current value: **\$28,290.00**
Amounts Estimated: **no**
Ownership After Divorce: **Kiana shall retain this vehicle as her sole and separate property. Jacob shall execute and deliver to Kiana a properly endorsed certificate of title transferring his entire right, title, and interest in this vehicle to Kiana within thirty days of the execution of the Decree of Divorce. If Jacob fails to execute and deliver the title within the specified timeframe, he shall be responsible for any attorneys' fees and costs incurred by Kiana in enforcing this provision.**
Loan: **N/A**

Bank and credit union accounts

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

a.

Account Number: **3420**
Account Type: **Checking/Savings**
Institution Name: **AFCU**
Address: **Unknown**
Date Opened: **N/A**
Balance (US Dollars): **\$14,951.00**
Estimated: **no**
Owner: **Jacob Gale Wadsworth and Kiana Tiare Wadsworth**
Co-Owner(s): **N/A**
Divide as follows: **Jacob shall retain this account in his sole name upon finalization of this divorce. The parties agree that the total value of this**

account is \$14,950 and shall be divided equally between them, with each party receiving \$7,475. Jacob shall pay Kiana her fifty percent share of \$7,475 within thirty days of the execution of the Decree of Divorce. Jacob shall remove Kiana as an account holder, beneficiary, or authorized user from this account within thirty days of the execution of the Decree of Divorce and shall provide written confirmation of such removal to Kiana within five business days of completing the removal. If Jacob fails to make the required payment or remove Kiana from the account within the specified timeframe, he shall be responsible for any attorneys' fees and costs incurred by Kiana in enforcing this provision.

b.

Account Number: **3162**

Account Type: **Checking/Savings**

Institution Name: **Keybank**

Address: **Unknown**

Date Opened: **N/A**

Balance (US Dollars): **\$2,416.00**

Estimated: **no**

Owner: **Jacob Gale Wadsworth and Kiana Tiare Wadsworth**

Co-Owner(s): **N/A**

Divide as follows: **Jacob shall retain this account in his sole name upon finalization of this divorce. The parties agree that the total value of this account is \$2416 and shall be divided equally between them, with each party receiving \$1208. Jacob shall pay Kiana her fifty percent share of \$1208 within thirty days of the execution of the Decree of Divorce. Jacob shall remove Kiana as an account holder, beneficiary, or authorized user from this account within thirty days of the execution of the Decree of Divorce and shall provide written confirmation of such removal to Kiana within five business days of completing the removal. If Jacob fails to make the required payment or remove Kiana from the account within the specified timeframe, he shall be responsible for any attorneys' fees and costs incurred by Kiana in enforcing this provision.**

c.

Account Number: **1103**

Account Type: **Checking/Saving**

Institution Name: **Ally**

Address: **Unknown**

Date Opened: **N/A**

Balance (US Dollars): **\$7,169.00**

Estimated: **no**

Owner: **Jacob Gale Wadsworth and Kiana Tiare Wadsworth**

Co-Owner(s): **N/A**

Divide as follows: **The parties shall jointly retain this account for the benefit of the children. Upon execution of the Decree of Divorce, the parties acknowledge that the marital portion of this account totals \$7,169, which shall be divided equally between them, with each party receiving \$3,584.50. This division shall be completed within thirty days of the execution of the Decree of Divorce. Following this initial division, the account shall remain a joint account with both parties maintaining equal access and signatory authority. Both parties shall have debit cards linked to this account. The account shall be used exclusively for child-related expenses, including but not limited to extracurricular activities, logistical expenses, and other costs outlined in the Parenting Plan. Both parties agree to use this account in good faith and solely for the benefit of the children. Either party may request an accounting of expenditures from this account, and both parties agree to maintain receipts and documentation for all withdrawals.**

Cash owned by Jacob Gale Wadsworth

58. The cash owned by Jacob Gale Wadsworth will be divided as follows:

a.

Address: **3880 West Red Clover Dr, Lehi, Utah, Utah 84043 United States**

Balance (US Dollars): **\$9,570.00**

Estimated: **no**

Owner: **Jacob and Kiana Wadsworth**

Co-Owner(s): **N/A**

Divide as follows: **Kiana Tiare Wadsworth should be awarded the entire balance of \$9,570.00 upon the execution of the decree.**

Other financial assets

59. These other financial assets will be divided as follows:

a.

Account Number: **N/A**

Account Type: **N/A**

Institution Name: **N/A**

Address: **3880 West Red Clover Dr, Lehi, Utah, Utah 84043 United States**

Balance (US Dollars): **\$10,000.00**

Estimated: **no**

Owner: **Jacob and Kiana Wadsworth**

Co-Owner(s): **N/A**

Divide as follows: **Each party shall retain sole ownership of their respective**

one-ounce gold pieces. Each party shall indemnify and hold the other party harmless from any liability, claims, costs, or expenses arising from or related to their own gold holdings.

b.

Address: **3880 West Red Clover Dr, Lehi, Utah, Utah 84043 United States**

Balance (US Dollars): **\$9,240.00**

Estimated: **no**

Owner: **Jacob Wadsworth**

Divide as follows: **Jacob Gale Wadsworth should be awarded the entire balance of \$9,240.00 in this account.**

60. This other property will be divided as follows:

The parties have divided all personal property, including household furnishings, clothing, jewelry, electronics, and other personal effects, to their mutual satisfaction. Each party shall retain as their sole and separate property all personal items currently in their possession, and each party waives any claim to personal property held by the other party.

Debts

61. 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: **0000**

Institution Name: **Security System Vivint**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,999.00**

Minimum Monthly Payment (in US Dollars): **\$200.00**

Owner: **Jacob Wadsworth**

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

b.

Account Number: **0000**

Institution Name: **Costco Citibank**

Address: **N/A**

Amount owed on debt (in US Dollars): **N/A**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Jacob and Kiana Wadsworth**

The debt will be paid as follows: **Jacob shall retain sole responsibility for this credit card account and shall be solely responsible for any and all remaining balances on this account. Jacob shall remove Kiana as an authorized user or joint account holder from this credit card account within 30 days of the execution of this decree and shall provide written confirmation to Kiana that she has been removed from the account. Jacob shall indemnify and hold Kiana harmless from any liability, charges, costs, or expenses arising from or related to this credit card account.**

c.

Account Number: **0000**

Institution Name: **AMEX Delta**

Address: **N/A**

Amount owed on debt (in US Dollars): **N/A**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Jacob and Kiana Wadsworth**

The debt will be paid as follows: **Jacob shall retain sole responsibility for this credit card account and shall be solely responsible for any and all remaining balances on this account. Jacob shall remove Kiana as an authorized user or joint account holder from this credit card account within 30 days of the execution of this decree and shall provide written confirmation to Kiana that she has been removed from the account. Jacob shall indemnify and hold Kiana harmless from any liability, charges, costs, or expenses arising from or related to this credit card account.**

d.

Account Number: **0000**

Institution Name: **American First Credit Union**

Address: **N/A**

Amount owed on debt (in US Dollars): **N/A**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Jacob and Kiana Wadsworth**

The debt will be paid as follows: **Jacob shall retain sole responsibility for this credit card account and shall be solely responsible for any and all remaining balances on this account. Jacob shall remove Kiana as an authorized user or joint account holder from this credit card account within 30 days of the execution of this decree and shall provide written confirmation to Kiana that**

she has been removed from the account. Jacob shall indemnify and hold Kiana harmless from any liability, charges, costs, or expenses arising from or related to this credit card account.

e.

Account Number: **0000**

Institution Name: **Chase**

Address: **N/A**

Amount owed on debt (in US Dollars): **N/A**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Jacob Wadsworth**

The debt will be paid as follows: **Jacob Gale Wadsworth will keep this credit card upon the execution of the decree.**

f.

Account Number: **0000**

Institution Name: **Bank of America Alaska Air**

Address: **N/A**

Amount owed on debt (in US Dollars): **N/A**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Kiana Wadsworth**

The debt will be paid as follows: **Kiana Tiare Wadsworth will keep this credit card account upon the execution of the decree.**

g.

Account Number: **0000**

Institution Name: **Costco Citibank**

Address: **N/A**

Amount owed on debt (in US Dollars): **N/A**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Kiana Wadsworth**

The debt will be paid as follows: **Kiana Wadsworth will keep this account upon the execution of the decree.**

Real property

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

a.

Description: **Primary**

Address: **3880 West Red Clover Dr, Lehi, Utah, Utah 84043 United States**

Tax ID: **000000**

Legal Description: **NA**

Date property acquired: **Jul 27, 2021**

Names on title: **Jacob Wadsworth and Kiana Wadsworth**

Original cost: **\$652,000**

Current value: **\$734,468.00**

Property values estimated: **no**

Disposal: The parties agree that Jacob shall retain sole ownership of the marital residence, including all equity therein. Jacob shall be solely responsible for all mortgage payments, HOA fees, property taxes, homeowner's insurance, maintenance, utilities, and all other costs associated with the property effective immediately. Jacob shall be entitled to claim the mortgage interest deduction on his tax returns for the 2026 tax year and all years moving forward. Kiana shall remain on the existing mortgage for a period of five years from the date of this decree. On or before 5 years from the execution of the decree, Jacob shall pay Kiana \$109,831 as her marital portion of the equity in the home. This payment may be made through either a cash payment or refinancing of the property in Jacob's name alone, at which time Kiana shall assist Jacob in executing any documents necessary to remove her from the mortgage obligation. If Jacob chooses to sell or refinance the property before the five-year period expires, Kiana's \$109,831 equity payment shall be due immediately upon sale or refinancing. If Jacob fails to pay the \$109,831 equity payment on or before the fifth anniversary of the execution of this decree, the unpaid balance shall accrue interest at the rate of 5% per annum from the date payment was due until paid in full. If Jacob misses any mortgage payment HOA payment, property tax payment, or HELOC payment, or if the property faces foreclosure proceedings during this five year period, such missed payment shall immediately trigger Jacob's obligation to either sell the property or refinance the mortgage in his name alone within 60 days to protect Kiana's credit. A 'missed payment' for purposes of this provision shall be defined as any payment that is 30 days or more past due. Upon sale of the property triggered by default, Kiana shall receive her \$109,831 equity payment from the proceeds before any remaining equity is distributed to Jacob. Jacob shall provide Kiana with proof of timely payment upon request to verify compliance with this provision. During the five-year period, Jacob shall indemnify and hold Kiana harmless from any liability arising from the mortgage, property taxes, HOA fees, or any other obligations related to the property. If the need to sell the marital residence arises for any reason, the parties agree to work collaboratively and in good faith to effectuate the sale. The parties shall mutually agree upon a licensed Realtor to list and sell the property and shall utilize the realtor's professional expertise regarding pricing, marketing, staging, and all aspects of the sale process. Both parties agree to do nothing to delay, obstruct, or stall the sale of the home, including but not

limited to refusing showings, rejecting reasonable offers, or failing to maintain the property in showing condition. Both parties shall cooperate fully in executing all documents necessary to complete the sale and shall make themselves reasonably available for all sale-related matters.

i.

Creditor: **N/A**

Names on mortgage: **Jacob Wadsworth and Kiana Wadsworth**

Date mortgage acquired: **Jul 27, 2021**

Mortgage balance: **\$514,806.56**

Monthly payment: **\$2,736.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **The parties agree that Jacob shall retain sole ownership of the marital residence, including all equity therein. Jacob shall be solely responsible for all mortgage payments, HOA fees, property taxes, homeowner's insurance, maintenance, utilities, and all other costs associated with the property effective immediately. Jacob Gale Wadsworth will provide a copy of the divorce decree to the lender. Jacob Gale Wadsworth will provide a copy of the divorce decree to the lender.**

b.

Description: **Rental Property**

Address: **15110 SW 29th Ave Rd, Ocala, Marion, FL 34473 United States**

Tax ID: **0000000**

Legal Description: **NA**

Date property acquired: **Mar 31, 2022**

Names on title: **Jacob Wadsworth**

Original cost: **\$289,900**

Current value: **\$269,800.00**

Property values estimated: **no**

Disposal: **The parties own a rental property with Jacob's brother, James Don Wadsworth. Jacob and James Don Wadsworth each own 50% of the property. The mortgage is in Jacob's name solely. The parties agree that Jacob shall retain his 50% ownership interest in the rental property, and Kiana shall relinquish any marital interest in Jacob's ownership share. The current fair market value of the rental property is \$269,800 with an outstanding mortgage balance of \$217,230, resulting in total equity of \$52,570. James Don Wadsworth's 50% ownership equals \$26,285 of the equity, which is separate property. Jacob's 50% ownership equals \$26,285 of the equity, which is marital property subject to division. Kiana is entitled to 50% of Jacob's marital share, totaling \$13,142. Jacob shall pay Kiana \$13,142 as her share of the marital equity in the rental property within 60 days of the execution of this decree.**

Jacob shall remain solely responsible for all mortgage payments, property taxes, insurance, maintenance, and all other costs associated with the rental property. Jacob shall be entitled to all rental income generated from his 50% ownership interest. Kiana shall execute any documents necessary to transfer her interest in the property to Jacob if applicable. Kiana shall indemnify and hold Jacob harmless from any claims she may have to the rental property following this transfer. Jacob shall indemnify and hold Kiana harmless from any liability, debts, or obligations arising from the rental property following the execution of this decree.

i.

Creditor: **N/A**

Names on mortgage: **Jacob Wadsworth**

Date mortgage acquired: **Mar 31, 2022**

Mortgage balance: **\$217,230.00**

Monthly payment: **\$1,000.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **The parties agree that Jacob shall retain sole ownership of the marital residence, including all equity therein. Jacob shall be solely responsible for all mortgage payments, HOA fees, property taxes, homeowner's insurance, maintenance, utilities, and all other costs associated with the property effective immediately. Jacob Gale Wadsworth will provide a copy of the divorce decree to the lender. Jacob Gale Wadsworth will provide a copy of the divorce decree to the lender.**

Business interests

63. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Tiara Holdings and Jia Real Estate**

Description: **Consulting**

Phone: **(801) 678-0467**

Address: **3880 West Red Clover Dr, Lehi, Utah 84043 United States**

Total Value: **\$4,572**

Percent owned by Petitioner: **50%**

Percent owned by Respondent: **50%**

Percent owned by Petitioner after divorce: **100%**

Percent owned by Respondent after divorce: **0%**

Alimony

Kiana Tiare Wadsworth's Financial Need

64. **Kiana Tiare Wadsworth's** ability to earn (after taxes) is **\$3,466.00** 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)	\$ 3466	_____
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	\$	_____
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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.)	\$	_____
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Worker's Compensation	\$	_____
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Social Security Disability (SSDI)	\$	_____
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Supplemental Security Income (SSI)	\$	_____
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Social Security (Other than SSDI or SSI)	\$	_____
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Private Disability Insurance	\$	_____
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Unemployment benefits	\$	_____
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Education benefits (Including grants, loans, cash scholarships, etc.)	\$	_____
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Veteran's Benefits	\$	_____
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Alimony (from a prior marriage)	\$	_____
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Child Support (from a prior order)	\$	_____
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Payments from civil litigation	\$	_____
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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 \$ _____

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 \$ 3466

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	\$	_____

65. **Kiana Tiare Wadsworth** will be receiving per month in child support in this case.

66. **Kiana Tiare Wadsworth's** current reasonable monthly expenses are as follows:

N/A

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 payments	\$ 0	_____
Alimony from previous marriages	\$ 0	_____
Child support		_____

	\$ 0	
Child care	\$ 0	
Extracurricular activities for children	\$ 0	
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses (excluding insurance listed above)	\$ 0	
Other insurance	\$ 0	
Entertainment	\$ 0	
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	\$ 0	

67. **Kiana Tiare Wadsworth's** marital monthly expenses (expended during the marriage) are as follows: N/A

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\$ 0
 supplies _____
 Clothing\$ 0 _____
 Automobile payments\$ 0 _____
 Automobile insurance\$ 0 _____
 Automobile fuel\$ 0 _____
 Automobile maintenance\$ 0 _____
 Other transportation costs\$ 0 _____
 (public transportation, _____
 parking, etc.) _____
 Utilities (such as electricity,\$ 0 _____
 gas, water, sewer, garbage) _____
 Telephone\$ 0 _____
 Paid television, cable,\$ 0 _____
 satellite _____
 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 withholding order	\$ 0	
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0	
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses	\$0	

68. The difference between **Kiana Tiare Wadsworth's** monthly net income (including child support) and monthly expenses is **\$0.00** based on **current** expenses. This is **Kiana Tiare Wadsworth's** monthly financial need.

Jacob Gale Wadsworth's Ability To Pay

69. **Jacob Gale Wadsworth's** net income (after taxes) is **\$10,000.00** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 10000
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	\$ 10000
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Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0

70. **Jacob Gale Wadsworth** will be paying per month in child support in this case.

71. **Jacob Gale Wadsworth's** current reasonable monthly expenses are as follows:N/A

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 payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	

	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses (excluding insurance listed above)	\$ 0	
Other insurance	\$ 0	
Entertainment	\$ 0	
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 marital monthly expenses	\$ 0	

72. The difference between **Jacob Gale Wadsworth's** monthly net income and monthly expenses (including child support) is **\$10,000.00**. This is **Jacob Gale Wadsworth's** ability to pay alimony each month.

73. **Jacob Gale Wadsworth** and **Kiana Tiare Wadsworth** have been married for **6** years and **8** months.

74. The value of real property during the marriage is **\$1,004,268.00**

75. The value of personal property during the marriage is **\$34,615.00**.

Alimony Payment

76. **Jacob Gale Wadsworth** will pay **Kiana Tiare Wadsworth** **\$1,000.00** in alimony each month.

77. These are the reasons for this amount: **Kiara has been a stay at home parent during the majority of their marriage.**

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

79. The payment schedule will be:

a. **Jacob shall pay Kiana alimony in the amount of \$1,000 per month for a period of three years. Payments shall commence on first month upon the execution of the decree and continue on the first day of each month thereafter for 36 consecutive months, with the final payment due 36 months later.**

Alimony payments shall terminate upon the earliest of: (1) completion of the 36-month payment period, (2) Kiana's remarriage, (3) Kiana's cohabitation with a romantic partner, or (4) the death of either party.

80. **Jacob Gale Wadsworth's alimony obligation will end the earliest of the following:**

- **3 years and 0 months.**
- **If Kiana Tiare Wadsworth dies.**
- **If Kiana Tiare Wadsworth remarries.**
- **If Kiana Tiare Wadsworth cohabits. Cohabitation must be proven in court before Jacob Gale Wadsworth stops paying alimony.**

Retirement money

Retirement money – retirement accounts

81. 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).

82. 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: **401k**

Plan Administrator: **Principal**

Company Name: **John Hancock**

Address: **Unknown**

Date Opened: **Jan 1, 2022**

Plan Value: **\$33938**

This plan is in the name of: **Jacob Gale Wadsworth**

Divide as follows: **The parties agree to divide Jacob's 401(k) account equally, with Kiana receiving 50% of the marital portion in the amount of \$12,387 as her share of the retirement asset. Jacob shall have two options to satisfy Kiana's entitlement, to be completed within 60 days from the execution of the divorce decree: Jacob may complete and submit a Qualified Domestic Relations Order (QDRO) to divide the 401(k) account, allowing Kiana to receive her distribution as a rollover into a**

qualified retirement plan of her choosing. The parties shall equally split all taxes, fees, and costs associated with the preparation and processing of the QDRO. Jacob may pay Kiana her 50% marital portion of the 401(k) account value (calculated as of the date of the divorce decree) through refinancing the marital residence, cash payment, or other mutually agreed-upon method. Jacob shall notify Kiana in writing within 30 days of the execution of the decree which option he elects to pursue. Regardless of the method selected, payment or completion of the QDRO process must occur within 60 days from the execution of the decree. Following the division or payment, each party shall retain sole ownership of their remaining retirement accounts and shall indemnify and hold the other party harmless from any liability arising from their respective retirement accounts. Jacob Gale Wadsworth should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered. Jacob Gale Wadsworth should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered.

b.

Account Number: **None**

Plan Name: **Roth IRA**

Plan Administrator: **Charles Schwab**

Company Name: **Charles Schwab**

Address: **Unknown**

Date Opened: **Jan 1, 2024**

Plan Value: **\$3287**

This plan is in the name of: **Jacob Gale Wadsworth**

Divide as follows: **The entire account should be awarded to Jacob Gale Wadsworth. Jacob Gale Wadsworth should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered.**

c.

Account Number: **None**

Plan Name: **Roth IRA**

Plan Administrator: **Charles Schwab**

Company Name: **Charles Schwab**

Address: **Unknown**

Date Opened: **Jan 1, 2024**

Plan Value: **\$3175**

This plan is in the name of: **Kiana Tiare Wadsworth**

Divide as follows: **The entire account should be awarded to Kiana Tiare Wadsworth. Kiana Tiare Wadsworth should prepare the Qualified Domestic**

Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered.

Additional provisions

83. The parties will adhere to the following additional provisions:

a.

Additional Provision: The parties agree that any sleepovers with cousins or extended family members must be mutually discussed and agreed upon by both parents in advance. The parties further agree that the children shall not participate in sleepovers with friends during either parent's parenting time.

b.

Additional Provision: The parties agree to file a joint federal and state income tax return for the tax year 2025. Any tax refund received shall be divided equally between the parties, with each party receiving 50% of the refund. Any tax liability owed shall be the joint and equal responsibility of both parties, with each party responsible for paying 50% of the amount owed. The parties agree to cooperate fully in the preparation and filing of the joint tax return, including providing all necessary documentation and information in a timely manner. Each party shall indemnify and hold the other party harmless from any tax liability, penalties, or interest arising from that party's own misrepresentation or failure to report income or deductions on the joint tax return.

c.

Additional Provision: For a party to claim the children on their taxes, they must be current on all support items in the decree.

d.

Additional Provision: The parties have an existing HSA account through Jacob's employer. At the time of divorce it had a balance of \$10,071. The parties have agreed that they will be allocated for the out-of-pocket costs for their children with the exception if there is ever an emergency with either party they can both use those funds as needed. Both parties will be issued a card to access the account for out-of-pocket medical costs for the children.

e.

Additional Provision: The parties agree to the following terms and conditions regarding health insurance coverage for their minor children: Jacob is covering the children for health insurance. 1. ANNUAL INSURANCE EVALUATION: The parties shall jointly evaluate all available health insurance

options annually, prior to open enrollment deadlines, including but not limited to: a. Coverage available through either parent's employer b. Coverage available through either parent's new spouse's employer that allows stepchild coverage c. Government subsidized health insurance programs d. Healthcare Marketplace insurance options e. Any other available insurance options that may provide coverage for the children 2. The parties shall select insurance coverage based on: a. Comprehensiveness of coverage b. Total cost of premiums c. Out-of-pocket expenses d. Network coverage and accessibility e. Prescription drug coverage f. Overall value of the insurance plan 3. The premium costs for the children's portion of health insurance shall be shared between the parties as follows: Jacob will cover the premium costs for the children. c. The parties shall designate in writing which cost-sharing option they select each year 4. a. The party carrying the insurance shall provide documentation of the children's portion of the premium b. The other party's share shall be: i. Added to or deducted from the monthly child support payment ii. Processed through the existing direct deposit arrangement c. Adjustments to payment amounts shall be made within 15 days of any change in premium 5. **DOCUMENTATION REQUIREMENTS:** a. Both parties shall provide to each other: i. Available insurance options through their employers during open enrollment ii. Cost quotes for their respective insurance options iii. Summary of benefits for each available plan b. All insurance cards and policy information shall be provided to both parties c. Written documentation of the agreed-upon selection shall be signed by both parties 6. **CLAIMS AND COORDINATION:** a. Both parties shall have authority to submit claims and communicate with insurance providers b. The parties shall cooperate in completing all necessary forms and documentation c. Each party shall promptly forward any insurance-related communications to the other party 7. **CHANGES IN CIRCUMSTANCES:** a. If either party experiences a qualifying life event that affects insurance availability or coverage: i. They shall notify the other party within 10 days ii. The parties shall evaluate whether a change in coverage is warranted b. Special enrollment periods shall trigger an immediate evaluation of coverage options.

f.

Additional Provision: In addition to the base child support amount covering basic food and shelter expenses, the parties agree to establish three distinct categories of supplemental child-related expenses: a) **Extracurricular Activities:** Defined as expenses that benefit or enhance the children's development, including but not limited to: - Sports participation and related equipment - Swimming lessons - Musical instrument lessons and instruments - Academic tutoring - Art classes - STEM programs or camps Scouting activities

- Dance or gymnastics lessons This category explicitly excludes pure entertainment activities such as movie tickets, video games, or recreational outings. b) Logistical Expenses: Defined as practical costs associated with the children's daily lives, including but not limited to: - Cell phone bills and devices - School lunches, fees and supplies - Vehicle-related expenses (once driving age is reached), including: - Insurance premiums Maintenance costs - Fuel allowance - Vehicle registration fees - Transportation costs for school or activities - Technology requirements for school 2. Monthly Contribution and Fund Management a) The parties shall establish a dedicated account for these supplemental expenses that at the time of divorce was agree would be \$200 per month, \$100 each party. c) Monthly contributions shall be made regardless of whether expenses are incurred in that particular month. d) Any unused funds shall roll over to subsequent months, creating a reserve for unexpected expenses. 3. Exceeding Monthly Allocations a) Any proposed expenses that would exceed the monthly allocated amount must be discussed between the parties in advance and agreed upon in writing. b) In the event the parties cannot reach agreement regarding an expense that exceeds the monthly allocation: The party who wishes to proceed with the expense may do so at their sole discretion - That party shall be solely responsible for 100% of the amount that exceeds the monthly allocation - The other party shall not be required to contribute to the excess amount - This election shall apply only to the specific expense in question and shall not modify the parties' obligations for other expenses or future months 4. Confidentiality of Financial Arrangements a) The parties expressly agree to maintain strict confidentiality regarding all financial arrangements outlined in this agreement, including but not limited to: - The proportional split of expenses - Individual contribution amounts - Any disagreements regarding expenses - The existence of this supplemental support arrangement b) The parties shall present a united front to the children regarding all financial decisions and shall: - Represent all decisions as joint decisions - Never discuss financial arrangements or disagreements with or in the presence of the children - Maintain the appearance of equal participation and commitment to the children's activities - Direct any questions from the children about financial matters to age-appropriate discussions about general family budgeting - Refrain from any comments or behaviors that might reveal the underlying financial arrangements. 5. The parties shall conduct monthly reconciliation by the last day of each month via email, including accounting of all expenditures, receipts, each party's contribution, and any balance due. Balances must be paid within one week of reconciliation. The parties shall review the monthly contribution amount each January, and if no mutual agreement is reached, an automatic 10% increase shall apply effective February 1st. Upon the youngest

child reaching age 18, any remaining funds shall be divided equally between the parties.

g.

Additional Provision: The parties agree to the following guidelines regarding technology and social media access for the children, subject to modification based on the individual needs of each child: The children shall not have access to social media accounts or platforms until age 16. The children may have a communication device without applications beginning at age 10 for safety and contact purposes. The children may have a cell phone with applications beginning at age 14. Both parents must agree in writing before deviating from these guidelines for any child. If the parents cannot agree on whether a specific child's circumstances warrant earlier or different access, they will default to this agreement. Neither parent shall create, authorize, or allow social media accounts or provide technology access that contradicts these agreed-upon guidelines without the other parent's written consent.

h.

Additional Provision: The parties agree to mediate any disputes or impasses arising from this parenting plan before pursuing litigation. This mediation requirement applies to all disagreements regarding legal custody decisions, parenting time, communication, financial matters, or any other provisions of this agreement. The parties shall select a mediator upon whom they both mutually agree, and the cost of mediation shall be split equally between the parties at 50/50. Only after making a good faith effort to resolve the dispute through mediation may either party seek court intervention.

Duty to sign documents

84. 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)

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

1 July 2020
Date

Signature

Judge

Signature
Johnson



Date

Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party
Signature ▶

Kiana Wadsworth
ID NcrjcvV2VfNdnCrjQaZu6MWw

Other Party Name Kiana Tiare Wadsworth

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: **Kiana Wadsworth**
Method of service: **Email**
Address: **kianatiare@gmail.com**
Date of Service: **Jun 10, 2026**

6/15/2026

Date

Signature ▶

Jacob G. Wadsworth
ID fPJupEYeZTZbolASK3r4SE5L

Printed
Name

Jacob Wadsworth