

Justin Lynn Frasche  
Name  
441 S 2320 E  
Address  
Spanish Fork, Utah 84660  
City, State, Zip  
801-691-8088  
Phone  
justin@frasche.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)

Justin Lynn Frasche

(name of Petitioner)

and

Holly Anne Frasche

(name of Respondent)

Other parties (if any)

### Divorce Decree

264401421

Case Number

Shawn R. Howell

Judge

Marla Snow

Commissioner (domestic cases)

The court decrees:

### Divorce

1. Justin Lynn Frasche is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Justin Lynn Frasche. The divorce will become final upon entry of the divorce decree.

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

2. **Justin Lynn Frasche** and **Holly Anne Frasche** 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: **Anthony London Frasche**

Date of Birth: **Jan 26, 2010**

b.

Child Name: **Nikolas Calvin Frasche**

Date of Birth: **Jul 28, 2011**

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: **Anthony London Frasche**

Date of Birth: **Jan 26, 2010**

i.

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

Move-in Date: **Dec 31, 2014**

Address: **441 S 2320 E, Spanish Fork, Utah 84660 United States**

(1).

Caretaker at this address: **Justin and Holly**

Caretaker current address: **441 S 2320 E, Spanish Fork, Utah 84660**

**United States**

b.

Child Name: **Nikolas Calvin Frasche**

Date of Birth: **Jul 28, 2011**

i.

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

Move-in Date: **Dec 31, 2014**

Address: **441 S 2320 E, Spanish Fork, Utah 84660 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **441 S 2320 E, Spanish Fork, Utah 84660**

## 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 **Justin Lynn Frasche** and **Holly Anne Frasche**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Justin Lynn Frasche** and **Holly Anne Frasche** 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 **Justin Lynn Frasche** and **Holly Anne Frasche**.

### 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. **Justin Lynn Frasche** is filing this Parenting Plan and verifies the plan is filed in good faith.
8. The children should reside in **Justin Lynn Frasche**'s home **219** overnights each year and in **Holly Anne Frasche**'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. **Justin Lynn Frasche will have the kids more overnight (60% or 219 nights) because the boys have sisters who are bossy & they don't like that . Holly Anne Frasche will be living with older daughter and husband and my 21yr old daughter**

### 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                                                                                                                                                                                                                                                                                                                                                                                                          | Noncustodial parent | Holly Anne Frasche |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|
| Labor Day                      | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the day following Labor Day; or<br>(b) at 8 a.m. on the day following Labor Day if there is no school. | Odd years           | Even years         |
| Columbus Day                   | (1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.                                                                                                                                                                                                                                                                                                     | Even years          | Odd years          |
| Fall Break                     | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the day following the end of fall break; or<br>(b) at 8 a.m. on the day following the end of fall break if there is no school.                                                                                                                                   | Odd years           | Even years         |
| Halloween                      | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school.<br>(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.<br>(2) Holiday ends at 7 p.m. on Veterans Day.                                                                                                                                                                                                                                                                                                     | Odd years           | Even years         |
| Thanksgiving Break             | (1) Holiday begins on Wednesday at:<br>(a) 6 p.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the Monday following Thanksgiving; or<br>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school.                                                   | Even years          | Odd years          |
| Winter Break (First Half)      | (1) Holiday begins at:<br>(a) 6 p.m. on the day that school dismisses for winter break; or<br>(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.<br>(2) Holiday ends on December 27th at 7 p.m.                                                                                                                    | Odd years           | Even years         |
| Winter Break (Second Half)     | (1) Holiday begins on December 27th at 8:30 p.m.<br>(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:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the day following Dr.                                                                                  | Odd years           | Even years         |

| Holiday                         | Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Noncustodial parent | Holly Anne Frasche                          |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------|
|                                 | Martin Luther King Jr. Day; or<br>(b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     |                                             |
| President's Day                 | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the day following President's Day; or<br>(b) at 8 a.m. on the day following President's Day if there is no school.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Even years          | Odd years                                   |
| Spring Break                    | (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the day following the end of spring break; or<br>(b) at 8 a.m. on the day following the end of spring break if there is no school.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Odd years           | Even years                                  |
| Memorial Day                    | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the day following Memorial Day; or<br>(b) at 8 a.m. on the day following Memorial Day if there is no school.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Even years          | Odd years                                   |
| Mother's Day                    | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | All years: Holly Anne Frasche is the mother |
| Summer Break                    | Noncustodial parent will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Noncustodial parent. Noncustodial parent will have an additional two weeks of extended Summer Parent-time at the option of Noncustodial parent, subject to weekday parent-time for Holly Anne Frasche, but not weekends normally exercised by Holly Anne Frasche. Noncustodial parent will notify Holly Anne Frasche of the summer break extended parent-time by May 1 each year. Holly Anne Frasche will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Holly Anne Frasche. Holly Anne Frasche will notify Noncustodial parent of the summer break extended parent-time by May 15 each year. If the notification by Noncustodial parent is not timely, Holly Anne Frasche may determine the schedule for extended parent-time for Noncustodial parent, so long as Holly Anne Frasche 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:<br>(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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Even years          | Odd years                                   |

| Holiday                              | Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Noncustodial parent | Holly Anne Frasche |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|
|                                      | (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.                                                                                                                                                                                                                                                                                                                                             |                     |                    |
| Independence Day                     | (1) Holiday begins on July 3rd at 6 p.m.<br>(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.<br>(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.<br>(2) Holiday ends at 9 p.m.<br>(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.<br>(2) Holiday ends at 9 p.m.<br>(3) A parent may bring other siblings along for the child's birthday.                                                                                                                                                                                                                                                                                                                                                                                                              | Odd years           | Even years         |
| Holly Anne Frasche's Birthday        | Holly Anne Frasche will have parent-time each year on Holly Anne Frasche's birthday from 3:00 p.m. until the following morning when Holly Anne Frasche delivers the child to school, or 8:00 a.m. if there is no school.<br>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          |
| Noncustodial parent's Birthday       | Noncustodial parent will have parent-time each year on Noncustodial parent's birthday from 3:00 p.m. until the following morning when Noncustodial parent delivers the child to school, or 8:00 a.m. if there is no school.<br>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

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 a specific plan for where the children will attend school: **Which ever parent lives within the school boundaries of Maple Mountain High School in Spanish Fork, UT.**

15. Justin Lynn Frasche and Holly Anne Frasche has authority to check the children out of school. Justin Lynn Frasche and Holly Anne Frasche has access to the children during school. If the parents cannot agree, education decisions will be made by Holly Anne Frasche.

### 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

### Records and information sharing

19. 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

20. 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.

21. If the children will be travelling for more than **2** 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 **2** days in advance. In case of emergency, the parent will provide as much notice as possible.

## Child care

22. A child care provider for our children must be:  
Over the age of **18**.

## Relocation of a parent

23. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.
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 shared equally.
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. **Counseling**

## 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 (Justin Lynn Frasche) (Utah Code 81-6-203)

29. **Justin Lynn Frasche's** gross monthly income for child support purposes is **\$9600**.  
**Justin Lynn Frasche** receives the following gross monthly income:

Income: Respondent (Holly Anne Frasche) (Utah Code 81-6-203)

30. **Holly Anne Frasche's** gross monthly income for child support purposes is **\$5417**.  
**Holly Anne Frasche** receives the following gross monthly income:

- a. **Holly Anne Frasche** has the following income from any of these sources:  
**Source: Business income, Monthly amount: \$1,500.00**

31. The adjusted gross monthly income for **Holly Anne Frasche** is **\$5417**.

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

32. **Justin Lynn Frasche** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

**The reason(s) for deviation are Justin Lynn Frasche and Holly Anne Frasche acknowledge that they have mutually agreed that nether party shall pay child support to the other at this time. This agreement is based upon the parties' current custody arrangement..**

33. It is in the best interest of the parties' children that neither party be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

a. Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

34. 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.

35. Child support will be paid as follows:

**Month Check or Venmo**

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

37. **Justin Lynn Frasche** and **Holly Anne Frasche** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Justin Lynn Frasche, Holly Anne Frasche** will reimburse **Justin Lynn Frasche** for half the fee.

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

39. 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

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

a. **Nikolas Frasche**

41. As long as **Holly Anne Frasche** is current on all child support and other court-ordered financial obligations, **Holly Anne Frasche** may claim the following children as

dependents/exemptions for tax purposes as allowed by law:

b. **Anthony Frasche**

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

42. 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),

43. **Justin Lynn Frasche** 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:

- **Justin Lynn Frasche's** insurance will be primary coverage.
- **Holly Anne Frasche'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:

- **Justin Lynn Frasche's** spouse's insurance will be primary coverage.
- **Holly Anne Frasche'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)

44. 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))

45. 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)

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

#### Vehicles

47. Vehicles will be divided as follows:

a.

Year: **2015**

Make: **Chevy**

Model: **Suburban**

VIN: **N/A**

Owner (before divorce): **Justin Frasche & Holly Frasche**

Current value: **\$6,810.00**

Amounts Estimated: **no**

Ownership After Divorce: **Holly Anne Frasche**

Loan: **N/A**

b.

Year: **2007**

Make: **Honda**

Model: **Civic**

VIN: **N/A**

Owner (before divorce): **Justin Frasche & Holly Frasche**

Current value: **\$600.00**

Amounts Estimated: **no**

Ownership After Divorce: **Justin Lynn Frasche**

Loan: **N/A**

c.

Year: **2004**

Make: **Chevy**

Model: **Suburban**

VIN: **N/A**

Owner (before divorce): **Justin Frasche & Holly Frasche**

Current value: **\$600.00**

Amounts Estimated: **no**

Ownership After Divorce: **Justin Lynn Frasche**

Loan: **N/A**

Bank and credit union accounts

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

a.

Account Number: **8917**

Account Type: **Checking & Savings**

Institution Name: **Wells Fargo**

Address: **251 E 1000 N, Spanish Fork, UT 84660**

Date Opened: **N/A**

Balance (US Dollars): **\$2,000.00**

Estimated: **yes**

Estimation basis: **It changes daily due to used for daily expenses**

Owner: **Justin Lynn Frasche and Holly Anne Frasche**

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

Divide as follows: **Justin Lynn Frasche should be awarded the entire balance of \$2,000.00 from this money.**

b.

Account Number: **7402**

Account Type: **Checking and Savings**

Institution Name: **American First Credit Union**

Address: **1353 N Cyn Crk Pkwy, Spanish Fork, UT 84660**

Date Opened: **N/A**

Balance (US Dollars): **\$2,500.00**

Estimated: **yes**

Estimation basis: **Changes daily based usage**

Owner: **Justin Lynn Frasche**

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

Divide as follows: **Justin Lynn Frasche should be awarded the entire balance of \$2,500.00 from this money.**

C.

Account Number: **5764**

Account Type: **Checking**

Institution Name: **Wells Fargo**

Address: **251 E 1000 N, Spanish Fork, UT 84660**

Date Opened: **N/A**

Balance (US Dollars): **\$244.47**

Estimated: **yes**

Estimation basis: **Changes daily based usage**

Owner: **Justin Lynn Frasche and Holly Anne Frasche**

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

Divide as follows: **Justin Lynn Frasche should be awarded the entire balance of \$244.47 from this money.**

49. **Justin Lynn Frasche will receive the following property:**

- a. **All Garage Stuff/Tools**
- b. **Upstairs and downstairs TV**
- c. **One section of Upstairs Couch w/ pillows**
- d. **Fiesta Dishes giving to Holly from my Mother**
- e. **Black Recliner Chair**
- f. **Master Room King Size Bed**
- g. **1 Night Stand/End Table from Master Bedroom**
- h. **Master Room Tall Dresser**
- i. **Double Air Fryer**
- j. **Griddle**
- k. **Crockpot**
- l. **Downstairs Receiver and Sub Woofer**
- m. **Both work Desks Downstairs**
- n. **Upstairs TV Speaker Bar & Box**
- o. **Computers and Monitors Currently used**
- p. **Vacuum - Downstairs**
- q. **File Cabinet from the Basement**
- r. **Bryce Canyon Pic**
- s. **Jesus / Sheep Pic from Bedroom**
- t. **1/2 of Kitchen Stuff - Pots, Pans, Utensils, Etc**
- u. **Rowing Machine**
- v. **Treadmill and Exercise Bike**
- w. **Half of the White Book Cases**

- x. 1/2 of Camping Stuff
- y. 1/2 of Holiday Decorations
- z. Washer & Dyer
- {. Kitchen Table and Chairs
- |. Front Entry Table
- }. Coffee Table in Living Room

50. Holly Anne Frasche will receive the following property:

- a. Garage and Spare bedroom TV
- b. Piano w/bench
- c. One section of Upstairs Couch w/pillows
- d. Dresser with Mirror from Master Bedroom
- e. 1 Night Stand/End Table from Master Bedroom
- f. Air Fyer
- g. Griddle
- h. Crock Pot
- i. Sewing Machines and Misc. Stuff
- j. Add DVD's and Players
- k. Garage TV
- l. Guest Room TV
- m. Holiday Dishes
- n. 1 Vaccum
- o. Jesus Pic from Living Room
- p. Laptop Currently Used
- q. 1/2 of Kitchen Stuff - Pots, Pans, Utensils, Etc
- r. Half of the white Book Cases
- s. 1/2 of Camping Stuff
- t. 1/2 of Holiday Decorations
- u. Black TV Stand (upstairs)

## Debts

51. 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: **7454**
  - Institution Name: **Amazon Chase**
  - Address: **PO Box 15123**

Amount owed on debt (in US Dollars): **\$15,960.66**

Minimum Monthly Payment (in US Dollars): **\$468.00**

Owner: **Holey Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

b.

Account Number: **1001**

Institution Name: **American Express**

Address: **PO Box 60189, City of Industry CA 91716-0189**

Amount owed on debt (in US Dollars): **\$3,265.54**

Minimum Monthly Payment (in US Dollars): **\$65.31**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

c.

Account Number: **8444**

Institution Name: **Line of Credit**

Address: **1353 N Cyn Crk Pkwy, Spanish Fork, UT 84660**

Amount owed on debt (in US Dollars): **\$4,059.95**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

d.

Account Number: **8444**

Institution Name: **Visa**

Address: **1353 N Cyn Crk Pkwy, Spanish Fork, UT 84660**

Amount owed on debt (in US Dollars): **\$19,600.97**

Minimum Monthly Payment (in US Dollars): **\$500.00**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

e.

Account Number: **1009**

Institution Name: **Capital One Venture One**

Address: **PO Box 60519, City of Industry CA 91716-0519**

Amount owed on debt (in US Dollars): **\$14,922.09**

Minimum Monthly Payment (in US Dollars): **\$400.00**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

f.

Account Number: **9364**

Institution Name: **Citi Costco**

Address: **PO Box 60734, City of Industry CA 91716-0734**

Amount owed on debt (in US Dollars): **\$25,071.92**

Minimum Monthly Payment (in US Dollars): **\$1,426.72**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

g.

Account Number: **7607**

Institution Name: **Citi Simplicity Card**

Address: **PO Box 60701, City of Industry CA 91716-0701**

Amount owed on debt (in US Dollars): **\$12,434.66**

Minimum Monthly Payment (in US Dollars): **\$377.67**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

h.

Account Number: **4729**

Institution Name: **SoFi Loan**

Address: **PO Box 654158, Dallas, TX 75265-4158**

Amount owed on debt (in US Dollars): **\$37,407.22**

Minimum Monthly Payment (in US Dollars): **\$593.70**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the**

**debt.**

i.

Account Number: **4005**

Institution Name: **Upstart Loan**

Address: **PO Box 1503, San Carlos, CA 94070**

Amount owed on debt (in US Dollars): **\$41,582.02**

Minimum Monthly Payment (in US Dollars): **\$1,218.84**

Owner: **Justin Frasche**

The debt will be paid as follows: **Holly Anne Frasche will be responsible for paying 35%, and Justin Lynn Frasche will be responsible for paying 65% of the debt.**

j.

Account Number: **3204**

Institution Name: **US Bank**

Address: **PO Box 790408**

Amount owed on debt (in US Dollars): **\$6,104.84**

Minimum Monthly Payment (in US Dollars): **\$133.00**

Owner: **Holly A Frasche**

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

## **Real property**

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

a.

Description: **House**

Address: **441 S 2320 E, Spanish Fork, Utah, Utah 84660 United States**

Tax ID: **46-889-218**

Legal Description: **Justin Frasche and Holly Frasche, Husband and Wife GRANTEE(S), of 441 South 2320 East, SPANISH FORK, UT 84660 hereby CONVEYS AND WARRANTS unto said GRANTEE(S), the following lands lying in UTAH county, Utah: Lot 218, Plot "F", Maple Highlands Subdivision, Spanish Fork, Utah, according to the official plat thereof on file in the office of the Utah County Recorder, Utah**

Date property acquired: **Dec 28, 2015**

Names on title: **Justin Frasche and Holly Frasche, Husband and Wife**

Original cost: **\$408,000**

Current value: **\$650,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Local Comps in the area**

Disposal: **Justin Lynn Frasche will receive sole ownership of this property. The total equity to be divided is \$279441.08. Holly Anne Frasche's share is \$140000. Holly Anne Frasche will have an equitable lien against the property in the amount of \$140000. Holly Anne Frasche will sign a quitclaim deed to Justin Lynn Frasche subject to that lien once the divorce is entered. Justin Lynn Frasche will pay Holly Anne Frasche \$140000 to satisfy the lien. Once Justin Lynn Frasche has paid the lien, Holly Anne Frasche will sign any documents necessary to remove the lien from the property.**

i.

Creditor: **N/A**

Names on mortgage: **Justin Frasche Holly Frasche**

Date mortgage acquired: **Jan 15, 2022**

Mortgage balance: **\$370,558.92**

Monthly payment: **\$2,289.05**

Mortgage values estimated: **no**

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

## Business interests

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

a.

Business Name: **Holey Bricks**

Description: **Resell of Mini Action Figures**

Phone: **(435) 310-5700**

Address: **94 W 500 S #2, Spanish Fork, UT 84660 United States**

Total Value: **\$5,000**

Percent owned by Petitioner: **50%**

Percent owned by Respondent: **50%**

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

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

b.

Business Name: **Hobble Creek Barn Boutique**

Description: **Pop Up Market**

Phone: **(801) 691-8087**

Address: **2184 E Silverado Ln., Spanish Fork, Utah 84660 United States**

Total Value: **\$120,000**

Percent owned by Petitioner: **50%**

Percent owned by Respondent: **50%**

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

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

### Alimony

54. Neither party will pay alimony.

### Retirement money

#### **Retirement money – retirement accounts**

55. 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).

56. 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: **1062**

Plan Name: **401K**

Plan Administrator: **Fidelity**

Company Name: **Northrop Grumman**

Address: **900 Salem Street, Smithfield, RI 02917**

Date Opened: **Oct 26, 2015**

Plan Value: **\$409052.63**

This plan is in the name of: **Justin Lynn Frasche**

Divide as follows: **The reitrement money should be awarded by percentage. Justin Lynn Frasche should be awarded 50% and Holly Anne Frasche should be awarded 50%. Holly Anne Frasche should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.**

b.

Account Number: **9224**

Plan Name: **401(k)**

Plan Administrator: **Empower**

Company Name: **Nedo School District**

Address: **PO Box 173764**

Date Opened: **Apr 15, 2026**

Plan Value: **\$5315.28**

This plan is in the name of: **Holly Anne Frasche**

Divide as follows: **The reitrement money should be awarded by percentage. Justin**

Lynn Frache should be awarded 50% and Holly Anne Frache should be awarded 50%. Justin Lynn Frache should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.

#### Additional provisions

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

a.

**Additional Provision: 1. Award of Business & Dissolution of Partnership:** The business partnership known as Holey Bricks, including all assets, accounts receivable, equipment, inventory, intellectual property, and contracts, is hereby awarded to Justin Lynn Frache as his sole and separate property. The existing partnership between Justin Lynn Frache and Holly Anne Frache is hereby dissolved. Justin Lynn Frache shall continue business operations as a sole proprietorship or under a new sole-ownership entity. **2. Relinquishment of Rights:** Holly Anne Frache hereby transfers, assigns, and relinquishes all right, title, interest, and management authority in Holey Bricks to Justin Lynn Frache. Holly Anne Frache shall execute a formal Dissolution of Partnership Agreement within 14 days of the signing of this stipulation. **Business Debt Responsibility:** Justin Frache shall be solely responsible for the remaining sixty-five percent (65%) of the total outstanding Holey Bricks joint business debt. Justin Lynn Frache shall indemnify and hold Holly Anne Frache harmless from any and all future liability, payments, collections, or legal actions related to this remaining 65% portion of the business debt. **3. Removal from Bank Accounts:** Holly Anne Frache agrees to cooperate with removing her name as an authorized signer and owner from all Holey Bricks business banking, credit, and trade accounts. Justin Lynn Frache shall assume full control of all accounts and shall indemnify and hold Holly Anne Frache harmless from any banking fees, overdrafts, or liabilities incurred.

b.

**Additional Provision: 2. Award of Property:** The marital residence located at 441 S 2320 E, Spanish Fork, UT, and legally described as Lot 218, Plot "F", Maple Highlands Subdivision, Spanish Fork, Utah, shall be awarded to Justin Lynn Frache as his sole and separate property. Holly Anne Frache is hereby divested of all rights, title, interest, and ownership in said property. **Valuation and Equity Calculation:** The parties agree to determine the fair market value of the marital residence by hiring a licensed, independent real estate appraiser agreed upon by both parties. Upon receipt of the appraisal, the "Appraisal Amount" shall be established. The final buyout amount owed to Holly Anne Frache shall be calculated at the time of closing using the following steps: • Calculate fifty percent (50%) of the established Appraisal Amount. • Determine

the total outstanding balance of the current debt belonging to the parties' joint business, Holey Bricks, as of the exact date of closing. • Calculate thirty-five percent (35%) of that total debt balance. • Subtract that 35% business debt amount from her 50% appraisal share to determine her final net payout, as agreed upon by both parties. **Financing and Timeline:** Justin Lynn Frasche shall secure the calculated buyout funds by applying for and obtaining a second mortgage or home equity loan. Justin Lynn Frasche shall have 60 days from the date the Judge signs this stipulation to finalize this financing. The closing of this loan shall take place through a licensed title company, which will serve as the escrow agent for the distribution of funds. The final buyout sum, after the 35% joint-business debt deduction is applied, shall be paid directly to Holly Anne Frasche from the proceeds of this second mortgage. **Release of Primary Mortgage Liability:** Simultaneously with the equity buyout, Justin Lynn Frasche shall apply for a Qualified Mortgage Assumption with the current primary lender (PHH Mortgage) to legally remove Holly Anne Frasche's name and liability from the existing primary mortgage (Account No: 46-889-218). Justin Lynn Frasche shall indemnify and hold Holly Anne Frasche harmless from any and all future liability, payments, or costs associated with the primary mortgage. **Execution of Deed and Escrow:** Simultaneously with the closing of the second mortgage, Holly Anne Frasche shall execute a Quitclaim Deed (or Special Warranty Deed) transferring all of her rights, title, and interest in the marital property to Justin Lynn Frasche. This deed shall be delivered directly to the title company handling the transaction. The title company shall hold the signed deed in escrow and is authorized to record it with the county only upon the successful disbursement of the final calculated buyout funds to Holly Anne Frasche.

C.

**Additional Provision: 3.** Both parties mutually agree that Holly Anne Frasche's actual monthly financial need is significantly reduced because she resides with her adult daughter and son-in-law. The adult daughter and son-in-law currently pay approximately 65% of all household expenses, including rent, utilities, food, and basic necessities, while Holly Anne Frasche is responsible for only 35% of these costs. Based on this third-party financial support, both parties (Justin Lynn Frasche & Holly Anne Frasche) agree that Alimony is not needed at this time.

### Duty to sign documents

58. 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.

Date 8-8-26 Signature [Signature]  
Judge [Signature]  
Date \_\_\_\_\_ Signature \_\_\_\_\_  
Commissioner \_\_\_\_\_



Approved as to Form.

Other Party Signature Holly Anne Frasche

Other Party Name Holly Anne Frasche

### 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: **Holly Anne Frasche**  
Method of service: **Email**  
Address: **holly@frasche.com**  
Date of Service: **Jul 23, 2026**

07/23/2026 \_\_\_\_\_ Signature [Signature]  
Date \_\_\_\_\_  
Printed Name Justin Frasche