Emily Newton
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FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT, 84606

In the Matter of (select one)	**Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	264402671 Case Number
	Thomas Low Judge
Emily Newton (name of Petitioner)	Hardy Commissioner (domestic cases)
and	
Landon Newton (name of Respondent)	
Other parties (if any)	

The court decrees:

Divorce

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

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

2. **Emily Newton** and **Landon Newton** 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

AAN born 09/2022, PPN born 09/2022

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: **AAN born 09/2022**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Oct 15, 2023**
Address: **225 W 850 N, American Fork, Utah 84003 United States**
(1).
Caretaker at this address: **Emily Newton**
Caretaker current address: **225 W 850 N, American Fork, Utah 84003 United States**

(2).
Caretaker at this address: **Landon Newton**
Caretaker current address: **165 N 1650 W, Pleasant Grove, Utah 84062 United States**

ii.
Move-out Date: **Oct 14, 2023**
Move-in Date: **Aug 1, 2022**
Address: **10212 N 6960 W, Highland, UT 84003 United States**
(1).
Caretaker at this address: **Emily Newton**
Caretaker current address: **225 W 850 N, American Fork, Utah 84003 United States**

(2).
Caretaker at this address: **Landon Newton**
Caretaker current address: **165 N 1650 W, Pleasant Grove, Utah 84062 United States**

b.
Child: **PPN born 09/2022**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Oct 15, 2023**
Address: **225 W 850 N, American Fork, Utah 84003 United States**
(1).
Caretaker at this address: **Emily Newton**
Caretaker current address: **225 W 850 N, American Fork, Utah 84003 United States**

(2).
Caretaker at this address: **Landon Newton**
Caretaker current address: **165 N 1650 W, Pleasant Grove, Utah 84062 United States**

ii.
Move-out Date: **Oct 14, 2023**
Move-in Date: **Aug 1, 2022**
Address: **10212 N 6960 W, Highland, UT 84003 United States**
(1).
Caretaker at this address: **Emily Newton**
Caretaker current address: **225 W 850 N, American Fork, Utah 84003 United States**

(2).
Caretaker at this address: **Landon Newton**
Caretaker current address: **165 N 1650 W, Pleasant Grove, Utah 84062 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 **Emily Newton** and **Landon Newton**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Emily Newton** and **Landon Newton** 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 **Emily Newton** and **Landon Newton**.

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 Custody and that **Emily Newton** be awarded Sole Physical custody. **Landon Newton** should have parent-time at reasonable times and places. **Emily Newton** is filing this Parenting Plan and verifies the plan is filed in good faith.

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

a. **PARENT-TIME SCHEDULE I. Purpose and Guiding Principles The parents agree that the best interests of the children are the primary consideration in establishing this Parenting Plan. Both parents recognize the importance of maintaining a strong, healthy, and meaningful relationship between the children and both Emily Newton and Landon Newton. The parents agree to communicate respectfully, cooperate regarding the children's needs, and make decisions based on the children's best interests. II. 50/50 Parenting-Time Schedule The parents shall share equal parenting time with the children on a 2-2-5-5 schedule. A. Emily Newton's Regular Parenting Days Emily Newton shall have parenting time with the children every: Monday Tuesday B. Landon Newton's Regular Parenting Days Landon Newton shall have parenting time with the children every: Wednesday Thursday C. Alternating Friday-Sunday Period The parents shall alternate the Friday-through-Sunday portion of the schedule. During one week, the children shall be with Emily Newton from Friday through Sunday. During the following week, the children shall be with Landon Newton from Friday through Sunday. This schedule shall then repeat on an alternating basis. This arrangement results in approximately equal parenting time for Emily Newton and Landon Newton. D. Overnight Parenting Time All regular parenting time shall include overnight parenting time at the**

residence of the parent exercising parenting time. Each parent shall be responsible for the children's care, supervision, meals, bedtime routines, morning routines, transportation as provided in this Parenting Plan, and other normal parenting responsibilities during that parent's parenting time. Each parent shall provide the children with a safe, clean, age-appropriate, and consistent sleeping environment. III. Exchanges and Transportation Unless otherwise agreed: The parent beginning parenting time shall be responsible for transportation to pick up the children. Exchanges shall occur at the receiving parent's residence. The parents may mutually agree to alternate transportation or modify exchange arrangements for convenience. Both parents shall communicate regarding delays, schedule changes, or circumstances affecting exchanges. Neither parent shall intentionally interfere with the other's scheduled parenting time. Default Exchange Times Weekday exchanges shall occur at 6:00 p.m., unless otherwise agreed. Weekend exchanges shall occur at 6:00 p.m. on the applicable exchange day, unless otherwise agreed. The parents may adjust exchange times based on work schedules, school schedules, the children's needs, or special circumstances. IV. Missed Parenting Time If either parent voluntarily chooses not to exercise scheduled parenting time, that time shall not automatically be made up unless both parents agree. If parenting time is missed due to: Illness Emergency Unavoidable circumstances Circumstances outside a parent's control the parents shall communicate and make reasonable efforts to arrange appropriate makeup parenting time when practical and in the children's best interests. V. Holiday Schedule The parents shall follow the Utah statutory holiday schedule unless otherwise agreed in writing. Holiday parenting time shall take priority over the regular parenting schedule unless otherwise agreed. The parents may mutually agree to modify holiday schedules to accommodate family traditions, travel, special events, or the children's needs. The parents shall communicate holiday plans reasonably in advance. Major Holidays The parents shall alternate major holidays annually unless otherwise agreed. Major holidays include: Thanksgiving Christmas Eve Christmas Day New Year's Eve New Year's Day Easter Memorial Day Independence Day Labor Day Fall school breaks Spring school breaks Other significant holidays recognized by either parent The parents may follow the Utah statutory holiday schedule as a default unless they agree to a different arrangement. VI. Children's Birthdays The children's birthdays are recognized as important occasions for both parents. The parents agree that both parents should have the opportunity to celebrate the children's birthdays when reasonably possible. Unless otherwise agreed: The parents may each have parenting time with the children on their birthday. The parents may choose to celebrate

together if both parents are comfortable and able to do so respectfully. A parent's attendance at a birthday celebration shall not create an expectation that the parents must celebrate all future events together. The parents shall prioritize creating positive memories for the children. VII. Mother's Day and Father's Day Mother's Day shall be spent with Emily Newton. Father's Day shall be spent with Landon Newton. The parent who does not have parenting time on the applicable day shall have reasonable communication access with the children. VIII. Christmas Schedule Christmas parenting time shall alternate annually unless otherwise agreed. The parents shall determine exchange times in a manner that allows both parents meaningful holiday time with the children. The parents agree to prioritize the children's experience of Christmas over conflict regarding exact schedules. IX. Thanksgiving Schedule Thanksgiving shall alternate annually between the parents unless otherwise agreed. The parent receiving Thanksgiving parenting time may spend the holiday with extended family members. Both parents agree to encourage the children's relationship with extended family on both sides. X. School Breaks and Vacations Each parent may take reasonable vacation time with the children during that parent's parenting time. A parent requesting vacation time that significantly impacts the other parent's scheduled parenting time shall provide reasonable notice and discuss the proposed dates. The parents shall attempt to accommodate reasonable vacation requests while preserving each parent's relationship with the children. School breaks and extended vacations shall be discussed between the parents. The parents shall make reasonable efforts to allow both parents meaningful time with the children during extended breaks. Longer school breaks may be divided in a manner that considers: The children's ages Travel plans Family traditions Each parent's availability XI. Parent Communication With Children The children may communicate with either parent by telephone, video call, or other reasonable electronic means during the other parent's parenting time. Neither parent shall unreasonably interfere with or restrict reasonable communication between the children and the other parent. XII. Extended Family Relationships The parents agree that maintaining healthy relationships with extended family members is beneficial to the children. Each parent shall encourage the children's relationships with: Grandparents Aunts and uncles Cousins Other important family members Neither parent shall intentionally interfere with the children's relationship with appropriate extended family members. Extended family members shall not be used to interfere with the other parent's relationship with the children or to communicate adult disputes. XIII. Right of First Refusal If either parent will be unable to personally care for the children for a continuous period of more than four hours during that parent's scheduled parenting time, that parent shall first

offer the other parent the opportunity to care for the children before arranging for a third party to provide childcare. This provision does not apply to ordinary school, preschool, childcare, extracurricular activities, or circumstances in which advance notice is not reasonably possible. The parent offered the additional parenting time shall make reasonable efforts to respond promptly. XIV. Child Safety and Parenting Standards Both parents agree to provide the children with a safe, supportive, and age-appropriate environment. Each parent shall make reasonable efforts to provide: Appropriate supervision Safe sleeping arrangements Proper nutrition Appropriate hygiene Medical care when needed Emotional support Consistent routines Each parent acknowledges that differences in parenting style may exist between households and agrees that reasonable differences alone do not constitute poor parenting. XV. Discipline and Parenting Approaches Each parent shall have authority to make reasonable discipline decisions during their parenting time. The parents agree that discipline should be: Age appropriate Focused on teaching and correction Consistent with the children's emotional and developmental needs Neither parent shall use: Physical punishment that causes harm Discipline intended to frighten or emotionally harm the children The other parent as a threat or punishment The parents shall avoid undermining the other parent's reasonable household rules. XVI. Changes in Circumstances and Schedule The parents acknowledge that circumstances may change over time, including: Employment schedules Housing arrangements School schedules Children's developmental needs Health circumstances Family circumstances The parents agree to communicate regarding significant changes that may affect the children. The parents may mutually agree in writing to reasonable temporary changes to the parenting-time schedule. Temporary changes agreed upon by the parents shall not constitute a permanent modification of the court-ordered Parenting Plan unless formally modified by the court. Neither parent shall unreasonably refuse reasonable adjustments that serve the children's best interests. The parents agree to attempt to resolve requested permanent schedule modifications through communication and mediation before seeking court intervention, unless emergency circumstances exist. XVII. Final Statement of Cooperation The parents acknowledge that divorce changes the structure of the family but does not change the importance of both parents in the children's lives. The parents agree to: Communicate respectfully Protect the children's emotional well-being Avoid unnecessary conflict Support the children's relationship with both parents Make decisions based on the children's best interests The parents recognize that successful co-parenting requires flexibility, maturity, and a willingness to communicate as the children

grow. The parents intend for this Parenting Plan to establish an equal 50/50 parenting arrangement from the entry of the divorce decree, subject to the holiday and special-day provisions contained herein. ---------- PARENTING PLAN I. Purpose and Guiding Principles The parents enter into this Parenting Plan with the shared goal of promoting the best interests, safety, stability, and emotional well-being of their children. The parents acknowledge that children benefit from having a strong, healthy relationship with both parents and agree to encourage love, respect, and support between the children and the other parent. The parents recognize that children's needs change as they grow and that no written agreement can anticipate every circumstance. The parents agree to exercise reasonable flexibility, communicate respectfully, and make decisions based on the children's best interests. Temporary accommodations, schedule changes, acts of cooperation, or additional parenting time shall not create a permanent modification of this Parenting Plan unless agreed to in writing by both parents or ordered by the Court. The parents agree that the purpose of this Parenting Plan is to provide the children with stability, consistency, and the opportunity to maintain a close and meaningful relationship with both parents. II. Children This Parenting Plan applies to the parties' minor children: Adam Azariah Newton Peter Peregrine Newton Date of Birth: September 22, 2022 The provisions of this Parenting Plan shall remain applicable throughout the children's minority unless modified by written agreement of the parents or court order. III. Custody A. Legal Custody The parents shall share Joint Legal Custody. Both parents shall have equal rights and responsibilities regarding major decisions affecting the children, including: Education Healthcare Mental health care Religion Significant extracurricular activities Other major decisions affecting the children's welfare Both parents shall have equal access to records and information regarding the children, including: Medical records Dental records Educational records Childcare records Activity records Other information maintained regarding the children Neither parent shall interfere with the other parent's access to information regarding the children. B. Physical Custody The parents shall share parenting time according to the Parent-Time Schedule incorporated into this Parenting Plan. The parents acknowledge that Mother currently has greater flexibility to provide childcare during normal working hours due to employment circumstances. The parents agree that, whenever reasonably practical and in the children's best interests, the children should have the opportunity to remain in the care of a parent rather than a third-party childcare provider. The parents acknowledge that employment circumstances, school schedules, housing circumstances, and the children's developmental needs may change over time. The parties agree to periodically review the parenting

schedule and make adjustments when appropriate. No temporary schedule adjustment, additional parenting time, or cooperative arrangement shall be considered a permanent modification unless agreed to in writing by both parents or ordered by the Court. IV. Decision-Making Responsibilities A. Day-to-Day Decisions Each parent shall have authority to make routine daily decisions while the children are in that parent's care. Routine decisions include, but are not limited to: Meals Bedtimes Daily activities Minor discipline decisions Transportation during that parent's parenting time Clothing choices Ordinary childhood care decisions Each parent shall exercise reasonable judgment and make decisions consistent with the children's health, safety, and well-being. B. Major Decisions Major decisions shall be discussed and made jointly whenever reasonably possible. Major decisions include: School selection or major educational changes Special education services Significant medical procedures Mental health treatment Long-term medications Major extracurricular commitments Religious decisions involving significant changes Passport applications International travel matters Other significant decisions affecting the children's welfare The parents shall make reasonable efforts to: Communicate with one another Exchange relevant information Consider professional recommendations when appropriate Reach agreement before making major decisions Neither parent shall unilaterally make a major decision affecting the children without first consulting the other parent, except in emergency situations. V. Medical, Dental, Vision, and Mental Healthcare The parents shall share responsibility for decisions regarding the children's healthcare. Both parents shall have equal rights to access: Medical records Dental records Vision records Mental health records Insurance information Provider communications Treatment recommendations The parents shall make reasonable efforts to jointly agree upon: Primary care providers Specialists Therapists Other healthcare professionals Either parent may schedule routine appointments when reasonably necessary, including: Wellness visits Sick visits Dental cleanings Vision exams Routine follow-ups The parent scheduling an appointment shall provide the other parent with: Appointment date and time Provider information Relevant concerns Follow-up recommendations The other parent shall have a reasonable opportunity to participate when appropriate. For significant non-emergency medical decisions, the parents shall discuss recommendations, obtain relevant information from healthcare providers, and make a good-faith effort to reach agreement. If the parents cannot agree regarding a significant non-emergency medical decision, they shall attempt to resolve the disagreement through discussion and mediation before seeking court intervention unless immediate action is required. Either parent may authorize emergency medical treatment

when immediate action is necessary to protect the health or safety of the children. The parent obtaining emergency care shall notify the other parent as soon as reasonably possible. The parents shall make reasonable efforts to maintain consistency in the children's primary healthcare providers unless: A change is medically necessary; or Both parents agree to the change. Either parent may seek counseling or therapeutic support for the children if reasonably necessary. Both parents shall have access to provider information and shall communicate regarding recommendations. Uninsured medical, dental, vision, prescription, counseling, orthodontic, and healthcare expenses shall be divided equally unless otherwise agreed in writing. A parent requesting reimbursement shall provide documentation of the expense within thirty (30) days when reasonably possible. The other parent shall reimburse their portion within thirty (30) days after receiving documentation. VI. Health Insurance The children shall be covered under the health insurance plan that provides reasonable coverage at the lowest available cost. The parents shall cooperate in maintaining continuous health insurance coverage. Each parent shall provide updated insurance information when coverage changes. The parents shall notify one another of any change affecting the children's insurance coverage. VII. Education The parents shall share responsibility for major educational decisions. The children's school placement shall be based upon: The children's best interests Educational needs Stability The parents' residences Transportation considerations Practical circumstances Both parents shall have equal rights to: Attend parent-teacher conferences Access school records Communicate with teachers Attend school performances Attend academic events Participate in school-related activities Volunteer at school when appropriate School fees and mutually agreed educational expenses shall be divided equally unless otherwise agreed. If either parent wishes to change the children's school, the parents shall discuss the proposed change and attempt to reach agreement before taking action. Neither parent shall unilaterally change the children's school enrollment without discussing the proposed change with the other parent. If no agreement can be reached, the parents shall participate in mediation before seeking court intervention unless immediate action is required. VIII. Religion Both parents may expose the children to religious services, teachings, traditions, and practices during their respective parenting time. The parents agree to respect each other's religious practices and beliefs and shall not disparage the other parent's beliefs in the presence of the children. The parents intend to teach and encourage Christian principles unless otherwise mutually agreed. Neither parent shall interfere with the other parent's reasonable religious practices during that parent's parenting time. Any significant changes regarding

religious upbringing that affect the children shall be discussed jointly. IX. Extracurricular Activities Either parent may suggest extracurricular activities for the children after reasonable discussion with the other parent. Each parent may transport the children to activities occurring during that parent's parenting time. The parents shall discuss: Cost Scheduling conflicts Transportation responsibilities Long-term commitments Impact on the children's routines Extracurricular expenses shall generally be divided equally unless otherwise agreed. Neither parent shall enroll the children in a recurring activity that substantially interferes with the other parent's parenting time without first discussing it with the other parent. X. Communication Between Parents The parents may communicate regarding the children through: Text message Phone calls Email Video calls Other mutually agreed methods The parents agree to communicate respectfully and focus discussions on the children's needs. The parents shall make reasonable efforts to respond to child-related communications within twenty-four (24) hours when a response is requested, except in emergencies or circumstances where additional time is reasonably necessary. The parents shall maintain a shared calendar containing important information regarding the children, including: Medical appointments School events Extracurricular activities Vacations Important dates Other significant events Neither parent shall: Use the children as messengers Ask the children to communicate adult issues Involve the children in disagreements between the parents Use the children to obtain information about the other parent's household XI. Right of First Refusal If either parent will be unable to personally care for the children for more than four (4) consecutive hours during their scheduled parenting time, that parent shall first offer the other parent the opportunity to care for the children before arranging third-party childcare. The purpose of this provision is to provide the children with additional time with a parent when reasonably available. This provision shall not apply to: School Preschool Established daycare Babysitting by grandparents Babysitting by mutually accepted family members Emergency situations The parents acknowledge that maintaining relationships with extended family members is beneficial to the children. A parent shall not be required to offer parenting time to the other parent when using ordinary childcare arrangements that are reasonable and consistent with the children's best interests. XII. Childcare Arrangements The parents shall discuss and mutually agree upon significant recurring childcare arrangements, including: Daycare providers Preschool programs Regular babysitters Long-term childcare arrangements Each parent shall have the right to use reasonable childcare during their parenting time when necessary. Each parent shall provide the other parent with contact information for any person who regularly

provides care for the children. The parents agree that childcare decisions should prioritize: Safety Stability The children's needs Maintaining appropriate relationships with both parents XIII. Travel and Relocation Either parent may travel with the children during their parenting time. For travel more than two (2) hours away from the parent's residence, reasonable notice of at least twenty-four (24) hours shall be provided whenever practical. Notice should include, when reasonably available: Destination Dates of travel Contact information Emergency information Out-of-state or international travel with the children shall require agreement of both parents unless otherwise ordered by the Court. If either parent relocates in a manner affecting the parenting schedule, that parent shall comply with applicable Utah relocation laws. The relocating parent shall be responsible for additional transportation costs created by the relocation unless otherwise agreed. Neither parent shall relocate the children's primary residence in a manner that substantially impacts the parenting schedule without following applicable legal requirements and discussing the proposed change with the other parent. XIV. Tax Responsibilities The parents shall alternate claiming the children as dependents for tax purposes unless otherwise agreed or required by law. The parent claiming the children shall cooperate with any necessary documentation required for tax filing purposes. XV. Expenses and Reimbursement Unless otherwise specified in this Parenting Plan, child-related expenses shall be handled as follows: The parents shall divide agreed-upon shared expenses equally, including: Uninsured medical expenses Dental expenses Vision expenses Prescriptions Counseling expenses Agreed extracurricular activities Agreed educational expenses Expenses that are not mutually agreed upon shall not automatically create an obligation for reimbursement unless otherwise required by law or court order. A parent requesting reimbursement shall provide documentation, including receipts or proof of payment, within thirty (30) days when reasonably possible. The other parent shall reimburse their portion within thirty (30) days after receiving documentation. XVI. Children's Belongings and Personal Property The children's clothing, school items, comfort items, toys, medications, and personal belongings shall travel between households as reasonably necessary. Neither parent shall intentionally withhold: Clothing School supplies Personal items Comfort items Important documents Medical items Each parent shall maintain appropriate supplies for the children while in their care whenever reasonably possible. The parents agree that the children should feel comfortable having belongings and a sense of home in both households. XVII. Romantic Relationships and Future Spouses Each parent shall use reasonable judgment when introducing significant romantic partners to the children and will discuss the timing of the introduction with each other

before proceeding. The parents agree to prioritize: The children's emotional well-being Stability Appropriate boundaries New spouses or romantic partners shall not: Make major parenting decisions Interfere with communication between the parents Replace either parent's role in the children's lives The parents shall communicate regarding significant changes in household circumstances that may affect the children. XVIII. Substance Safety Neither parent shall consume alcohol, use illegal substances, or engage in any activity that impairs their ability to safely care for the children during their parenting time. Each parent shall maintain a safe environment for the children. XIX. Respectful Co-Parenting Neither parent shall: Speak negatively about the other parent in the children's presence Ask the children to choose sides Question the children about the other parent's household Discuss divorce proceedings or legal disputes with the children Encourage the children to keep secrets from the other parent Attempt to undermine the children's relationship with the other parent Each parent shall encourage and support the children's relationship with the other parent. The parents agree that disagreements between adults should be handled privately and respectfully. XX. Technology and Social Media The parents agree that decisions regarding significant access to technology, electronic devices, and social media shall be discussed jointly. The parents shall discuss age-appropriate: Cell phones Tablets Gaming systems Social media accounts Online platforms Internet access Neither parent shall create public social media accounts for the children without mutual agreement. The parents shall respect the children's privacy and shall avoid publicly sharing unnecessary identifying information. The parents' current agreement regarding children's images is: The children's faces shall not be publicly displayed on social media until they are sixteen (16) years old and can make their own decision regarding online presence. Private Facebook posts, private stories, and sharing with approved family/friends are permitted. Both parents may possess and use photographs of the children. XXI. Emergency Contacts and Information Sharing Each parent shall maintain updated information regarding: Address Phone number Email address Employer contact information when relevant Emergency contacts Insurance information Each parent shall provide the other parent with updated information within a reasonable time after changes occur. XXII. Life Insurance The parents shall discuss maintaining reasonable life insurance coverage, if available at reasonable cost, to support the children's financial needs while child support obligations remain. Any life insurance provision shall be consistent with applicable court orders and the parents' financial circumstances. XXIII. Dispute Resolution The parents shall first attempt to resolve disagreements through respectful communication. If the parents

cannot resolve an issue, they shall participate in mediation before seeking court intervention unless: An emergency exists; Immediate action is required to protect the children; or Mediation is otherwise inappropriate. The parents agree that mediation is intended to resolve disagreements efficiently and reduce conflict affecting the children. XXIV. General Provisions Both parents shall have equal access to information regarding the children. The parents agree that cooperation, communication, and flexibility serve the children's best interests. If any provision of this Parenting Plan is found unenforceable, the remaining provisions shall remain in effect. This Parenting Plan represents the complete agreement between the parents regarding parenting matters and supersedes prior verbal agreements regarding custody and parenting time.

Parent-time for special occasions

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

Holiday	Period	Landon Newton	Emily Newton
Dr. Martin Luther King Jr. Day	**Children under five:** (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day. **Children five and older:** (1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	**Children under five:** (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day. **Children five and older:** (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	**Children under five:** (1) Holiday begins at 5:30 p.m. on the day that school dismisses	Odd years	Even years

Holiday	Period	Landon Newton	Emily Newton
	for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes. **Children five and older:** (1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Memorial Day	**Children under five:** (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day. **Children five and older:** (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	**Children under five:** (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.. **Children five and older:** (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	Children under 5: All years if Landon Newton is the mother or other parent designated Mother's Day in the order. Children five and older: All years if Landon Newton is the mother or other parent granted Mother's Day in the order.	Children under 5: All years if Emily Newton is the mother or other parent designated Mother's Day in the order. Children five and older: All years if Emily Newton is the mother or other parent granted Mother's Day in the order.
Father's Day	**Children under five:** (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m.. **Children five and older:** (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	Children under 5: All years if Landon Newton is the father or other parent designated Father's Day in the order. Children five and older: All years if Landon Newton is the father or other parent granted Father's Day in the order.	Children under 5: All years if Emily Newton is the father or other parent designated Father's Day in the order. Children five and older: All years if Emily Newton is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	**Children under five:** (1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.	Even years	Odd years

Holiday	Period	Landon Newton	Emily Newton
	(2) Holiday ends at 7:30 p.m. on the day following Juneteenth National Freedom Day. **Children five and older:** (1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.		
Independence Day	**Children under five:** (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m. **Children five and older:** (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	**Children under five:** (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m. **Children five and older:** (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	**Children under five:** (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day. **Children five and older:** (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	**Children under five:** (1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes. **Children five and older:** (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Halloween	**Children under five:** (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 3 p.m. if there is no school. (2) Holiday ends at 7:30 p.m. on the same day the holiday begins.	Even years	Odd years

Holiday	Period	Landon Newton	Emily Newton
	Children five and older: (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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving	**Children under five:** (1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on the day before school resumes. **Children five and older:** (1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	**Children under five:** (1) Holiday begins at 5:30 p.m. on the day that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m. **Children five and older:** (1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	**Children under five:** (1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes. **Children five and older:** (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
Day of Minor Child's Birthday	**Children under five:** (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m. **Children five and older:** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	**Children under five:** (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m. **Children five and older:** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Parent-time transfers

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

below:

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

Curbside transfers

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

Decision-making

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

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

Education plan

13. The school the children will attend is based on **Emily Newton**'s home residence.

14. Emily Newton and Landon Newton has authority to check the children out of school. Emily Newton and Landon Newton has access to the children during school. If the parents cannot agree, education decisions will be made by Emily Newton.

Communication with each other

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

Communication with the children

16. The parents agree they will:

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

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

- By any method

Records and information sharing

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

Travel by the children

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

20. If the children will be travelling for more than **1** days, the parent arranging the travel will notify the other parent at least **1** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **1** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

A licensed child care provider.
A relative, friend, or neighbor.
Over the age of **18**.

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

22. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

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

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

23. If either parent lives 150 miles or more 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.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on 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.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child 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 a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

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 this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

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

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

24. If either parent lives 150 miles or more 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 parent who moved**.

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

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

Resolving disputes

27. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their

children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Counseling**

Changing the plan

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

END OF PARENTING PLAN

Income: Petitioner (Emily Newton) (Utah Code 81-6-203)

28. **Emily Newton's** gross monthly income for child support purposes is **$4200**. **Emily Newton** base child support amount using the **sole** custody calculation is $**966**. **Emily Newton** receives the following gross monthly income:

a. **Emily Newton** is voluntarily unemployed. Based on **Emily Newton's** work experience, **Emily Newton** is capable of earning **24.23** per hour, or $**4200** per month. (Utah Code 81-6-203)

29. The adjusted gross monthly income for **Emily Newton** is $**4200**.

Income: Respondent (Landon Newton) (Utah Code 81-6-203)

30. **Landon Newton's** gross monthly income for child support purposes is $**1203**. **Landon Newton's** base child support amount using the **sole** custody calculation is $**111**. **Landon Newton** receives the following gross monthly income:

a. **Landon Newton** is employed at **Costa Vida**. **Landon Newton** earns **$1202.5** gross (pre-tax) monthly income working a 40-hour a week job or less.

31. The adjusted gross monthly income for **Landon Newton** is $**1203**.

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

32. It is in the best interest of the children that **Landon Newton** be ordered to pay child support to **Emily Newton** as follows:

a.**$111.00** per month base support. This amount complies with the Utah Child Support Act.

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

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

Emily Newton's base child support amount is $**966** per month.

Landon Newton's base child support amount is $**111** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

35. 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.

36. 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.

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

a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:

150 East Center Street, Suite 2100 Provo, Utah 84606

unless ORS gives notice that payments should be sent elsewhere.

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

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

40. **Emily Newton** will pay any ORS fees. If **Emily Newton** is the ORS applicant and the fees are withheld from payments to **Emily Newton**, **Landon Newton** will reimburse **Emily Newton**.

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

42. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

43. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

44. 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

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

46. **Emily Newton** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Landon Newton** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

47. The parties must provide health care coverage for the medical expenses of the dependent children. Heath 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),

48. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children 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:

- **Emily Newton's** insurance will be primary coverage.
- **Landon Newton'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:

- **Emily Newton's** spouse's insurance will be primary coverage.
- **Landon Newton'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)

49. 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))

50. 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)

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

Vehicles

52. Vehicles will be divided as follows:

a.
Year: **2015**
Make: **Kia**
Model: **Optima**
VIN: **N/A**
Owner (before divorce): **Emily Newton**
Current value: **$3,735.00**
Amounts Estimated: **no**
Ownership After Divorce: **Landon Newton**

Loan: **N/A**

b.
Year: **2005**
Make: **Ford**
Model: **F250**
VIN: **N/A**
Owner (before divorce): **Emily Newton**
Current value: **$2,775.00**
Amounts Estimated: **no**
Ownership After Divorce: **Emily Newton**
Loan: **N/A**

Bank and credit union accounts

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

a.
Account Number: **5281**
Account Type: **Checking**
Institution Name: **Charles Schwab**
Address: **3000 Schwab Way, Westlake, TX 76262**
Date Opened: **N/A**
Balance (US Dollars): **$6,309.87**
Estimated: **no**
Owner: **Emily Newton**
Co-Owner(s): **N/A**
Divide as follows: **Emily Newton should be awarded the entire balance of $6,309.87 from this money.**

b.
Account Number: **5848**
Account Type: **Savings**
Institution Name: **Ally Bank**
Address: **Ally Detroit Center, 500 Woodward Ave., Detroit, MI 48226**
Date Opened: **N/A**
Balance (US Dollars): **$7,766.02**
Estimated: **no**
Owner: **Emily Newton**
Co-Owner(s): **N/A**
Divide as follows: **Emily Newton should be awarded the entire balance of $7,766.02 from this money.**

c.
Account Number: **7840**
Account Type: **Checking**
Institution Name: **America First Credit Union**
Address: **1344 West 4675 South, 1344 West 4675 South, Riverdale, UT 84405**
Date Opened: **N/A**
Balance (US Dollars): **$874.16**
Estimated: **no**
Owner: **Emily Newton**
Co-Owner(s): **N/A**
Divide as follows: **Emily Newton should be awarded the entire balance of $874.16 from this money.**

d.
Account Number: **2921**
Account Type: **Checking**
Institution Name: **Wells Fargo**
Address: **420 Montgomery Street, San Francisco, CA 94104**
Date Opened: **N/A**
Balance (US Dollars): **$5,727.37**
Estimated: **no**
Owner: **Landon Newton**
Co-Owner(s): **N/A**
Divide as follows: **Landon Newton should be awarded the entire balance of $5,727.37 from this money.**

Debts

54. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

55. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Business interests

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

a.
Business Name: **Libertalia LLC**
Description: **Tech company**

Phone: **(970) 403-9804**
Address: **165 N 1650 W, Pleasant Grove, Utah 84062 United States**
Total Value: **$0**
Percent owned by Petitioner: **0%**
Percent owned by Respondent: **100%**
Percent owned by Petitioner after divorce: **0%**
Percent owned by Responent after divorce: **100%**

Alimony

57. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

58. 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).

59. 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: **APA Benefits**
Company Name: **Veracity Insurance Solutions, LLC**
Address: **8899 S 700 E, Suite 225, Sandy, UT 84070**
Date Opened: **Jan 8, 2024**
Plan Value: **$9373.37**
This plan is in the name of: **Emily Newton**
Divide as follows: **The entire account should be awarded to Emily Newton.**

Duty to sign documents

60. 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.

10/22/26
Date

Signature ► 

Judge Judge Thomas Low

Signature ►
Date

Commissioner

Approved as to Form.

Other Party Signature ►

Other Party Name Landon Newton

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: **Landon Newton**
Method of service: **Email**
Address: **landonjamesnewton@gmail.com**
Date of Service: **Sep 28, 2026**

Signature

09/28/2026 ►

Date

Emily Newton

Printed Name Emily Newton