Jennifer Scott
Name
2362 W Cranberry Ridge Road
Address
Lehi, Utah 84043
City, State, Zip
801-602-0806
Phone
Jennscott4040@gmail.com
Email

In the District Court of Utah
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)	264403119 Case Number Hardy Judge Commissioner (domestic cases)
Jennifer Scott (name of Petitioner) and Justin David Scott (name of Respondent) Other parties (if any)	

The court decrees:

Divorce

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

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

2. **Jennifer Scott** and **Justin David Scott** 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

BGS born 11/2010, MFS born 10/2016

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: **BGS born 11/2010**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Nov 1, 2019**
Address: **2362 W Cranberry Ridge Road, Lehi, Utah 84043 United States**
(1).
Caretaker at this address: **Justin and Jennifer Scott**
Caretaker current address: **2362 W Cranberry Ridge Road, Lehi, Utah 84043 United States**

(2).
Caretaker at this address: **Justin & Jennifer Scott**
Caretaker current address: **2362 W Cranberry Ridge Road, Lehi, Utah 84043 United States**

b.
Child: **MFS born 10/2016**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Nov 1, 2019**
Address: **2362 W Cranberry Ridge Road, Lehi, Utah 84043 United States**
(1).
Caretaker at this address: **Justin and Jennifer Scott**
Caretaker current address: **2362 W Cranberry Ridge Road, Lehi, Utah**

84043 United States

Children – Other court proceedings

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

I say the following:

5. There are no custody, child support, or parent-time cases about **Jennifer Scott** and **Justin David Scott**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Jennifer Scott** and **Justin David Scott** 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 **Jennifer Scott** and **Justin David Scott**.

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 **Jennifer Scott** be awarded Sole Physical custody. **Justin David Scott** should have parent-time at reasonable times and places. **Jennifer Scott** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (Utah Code 81-9-302)

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 8:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 5:30 p.m. on Friday until 8:30 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 8:30 p.m. on Sunday.

Alternate Weekends - School not in Session: During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 8:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 8:30 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by a parent, may pick up the child if the other parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

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

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

a. two weeks shall be uninterrupted time for the noncustodial parent;

b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time;

c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation;

d. extended parent-time begins at 8 a.m. on the first day and ends at 8:30 p.m. on the last day; and

e. the noncustodial parent's four weeks of extended parent-time must be consecutive, except that the four weeks may be divided into two separate 14-day periods that are not consecutive.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be **Wednesday**. (81-9-302)

On school days: Parent-time begins when school is regularly dismissed and ends at 8:30 p.m. (Utah Code 81-9-302)

On days when school is not in session: Parent-time begins at 8:00 a.m. if the parent is able to be with the child and ends at 8:30 p.m. If the parent is not able to be with the child to begin parent-time at 8:00 a.m., parent time begins at 5:30 p.m. and ends at 8:30 p.m. (Utah Code 81-9-302)

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	Justin David Scott	Jennifer Scott
Dr. Martin Luther King Jr. Day	(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	(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	(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.	Odd years	Even years
Memorial Day	(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	(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..	All years if Justin David Scott is the mother or other parent granted Mother's Day in the order.	All years if Jennifer Scott is the mother or other parent granted Mother's Day in the order.
Father's Day	(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..	All years if Justin David Scott is the father or other parent granted Father's Day in the order.	All years if Jennifer Scott is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	(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.	Even years	Odd years
Independence Day	(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	(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	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or	Odd years	Even years

Holiday	Period	Justin David Scott	Jennifer Scott
	(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.		
Fall Break	(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	(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.	Even years	Odd years
Thanksgiving	(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)	(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)	(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	(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	(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:

Transfer at beginning of parent-time will be by **Jennifer Scott** picking up/dropping off the children at this address:

Justin David Scott's home

2362 W Cranberry Ridge Road

Lehi, Utah 84043

8016020806

jennscott4040@gmail.com

Transfer at end of parent-time will be by **Justin David Scott** picking up/dropping off the children at this address:

Jennifer Scott home

2362 W Cranberry Ridge Road

Lehi, Utah 84043

8016020805

jstnscott35@gmail.com

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 **Jennifer Scott**'s home residence.

14. Jennifer Scott and Justin David Scott has authority to check the children out of school. Jennifer Scott and Justin David Scott has access to the children during school. If the parents cannot agree, education decisions will be made by Jennifer Scott.

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 **2** days, the parent arranging the travel will notify the other parent at least **7** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

A licensed child care provider.

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. **Mediation**

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 (Jennifer Scott) (Utah Code 81-6-203)

28. **Jennifer Scott's** gross monthly income for child support purposes is **$1235**. **Jennifer Scott** base child support amount using the **sole** custody calculation is $**111**. **Jennifer Scott** receives the following gross monthly income:

a. **Jennifer Scott** is employed at **Good Earth**. **Jennifer Scott** earns **$1235** gross (pre-tax) monthly income working a 40-hour a week job or less.

29. The adjusted gross monthly income for **Jennifer Scott** is $**1235**.

Income: Respondent (Justin David Scott) (Utah Code 81-6-203)

30. **Justin David Scott's** gross monthly income for child support purposes is $**6771**. **Justin David Scott's** base child support amount using the **sole** custody calculation is $**1229**. **Justin David Scott** receives the following gross monthly income:

a. **Justin David Scott** is employed at **Kennecott Copper**. **Justin David Scott** earns **$6770.93** gross (pre-tax) monthly income working a 40-hour a week job or less.

31. The adjusted gross monthly income for **Justin David Scott** is $**6771**.

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

32. **Jennifer Scott** 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 Amount decided on together.

33. It is in the best interest of the children that **Justin David Scott** be ordered to pay child support to **Jennifer Scott** as follows:

a. **$1,600.00** per month. This deviates from the Utah Uniform Child Support Guidelines.

b. 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. **Jennifer Scott** will give **Justin David Scott** the information needed to set up direct deposit through **Justin David Scott's** employer. Once **Justin David Scott** has the information, **Justin David Scott** will have **Justin David Scott's** employer set up direct deposit to an account of **Jennifer Scott's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

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

37. **Jennifer Scott** and **Justin David Scott** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Jennifer Scott**, **Justin David Scott** will reimburse **Jennifer Scott** 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 **Jennifer Scott** is current on all child support and other court-ordered financial obligations, **Jennifer Scott** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **BGS born 11/2010**

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

b. **MFS born 10/2016**

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

42. 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),

43. **Justin David Scott** 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 David Scott's** insurance will be primary coverage.
- **Jennifer Scott'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 David Scott's** spouse's insurance will be primary coverage.
- **Jennifer Scott'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: **2016**
Make: **Chevy**
Model: **Tahoe**
VIN: **1GNSKBKC7GR460632**
Owner (before divorce): **Justin Scott**
Current value: **$23,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Justin and Jennifer will sell and the money recieved will go towards the home equity loan to pay off**
Loan: **N/A**

b.
Year: **2021**
Make: **Ford**

Model: **Explorer**
VIN: **1FMSK8DH3MGA72336**
Owner (before divorce): **Jennifer Scott**
Current value: **$18,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Jennifer will take over loan amount**
I.

Lender: **Moutain America**
Address: **P.O. Box 2331 Sandy, UT 84091**
Date Acquired: **N/A**
Amount Owed: **$17,217.39**
Amounts Estimated: **no**
Monthly Payment: **$458.14**
The debt will be paid as follows: **Jennifer Scott**

c.

Year: **2018**
Make: **Polaris**
Model: **RZR**
VIN: **3NSVFE923JF420309**
Owner (before divorce): **Jennifer Scott**
Current value: **$15,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Jennifer Scott**
I.

Lender: **America First Credit Union**
Address: **P.O. Box 9199, Ogden, UT 84409**
Date Acquired: **N/A**
Amount Owed: **$15,109.95**
Amounts Estimated: **no**
Monthly Payment: **$233.00**
The debt will be paid as follows: **Jennifer Scott will pay the entire debt. Jennifer Scott will provide a copy of the divorce decree to the lender.**

d.

Year: **2008**
Make: **Yamaha**
Model: **Ar230**
VIN: **YAMC1436L708**
Owner (before divorce): **Justin and Jennifer Scott**

Current value: **$25,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Jennifer would like to own the boat and take over the loan. She will buy out Justin with the medium price comparable on Utah Ksl**

l.

Lender: **America First**
Address: **P.O. Box 9199,Odgen Utah 84409**
Date Acquired: **N/A**
Amount Owed: **$17,235.11**
Amounts Estimated: **no**
Monthly Payment: **$248.00**
The debt will be paid as follows: **Jennifer Scott will pay half of the debt. Justin David Scott will pay half of the debt. Justin David Scott will provide a copy of the divorce decree to the lender.**

e.

Year: **2003**
Make: **Cadi**
Model: **CTS**
VIN: **1G6DM57N930135358**
Owner (before divorce): **Jennifer Scott**
Current value: **$3,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Split Equity**
Loan: **N/A**

Bank and credit union accounts

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

a.

Account Number: **9801**
Account Type: **checking**
Institution Name: **America First Credit Union**
Address: **P.O. Box 9199 Ogden, ut**
Date Opened: **N/A**
Balance (US Dollars): **$1,500.00**
Estimated: **no**
Owner: **Justin David Scott**
Co-Owner(s): **Justin Scott**
Divide as follows: **split equally**

b.

Account Number: **7267**
Account Type: **checking**
Institution Name: **American First**
Address: **P.O. Box 9199, Ogden, Utah 84409**
Date Opened: **N/A**
Balance (US Dollars): **$1.00**
Estimated: **no**
Owner: **Justin David Scott**
Co-Owner(s): **Jennifer Scott**
Divide as follows: **split equally**

c.

Account Number: **7564**
Account Type: **checking**
Institution Name: **America First**
Address: **P.O.Box 9199, Ogden, Utah**
Date Opened: **N/A**
Balance (US Dollars): **$1.00**
Estimated: **no**
Owner: **Justin David Scott**
Co-Owner(s): **Justin Scott**
Divide as follows: **Split equally**

Debts

49. 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: **9801**
Institution Name: **America First**
Address: **P.O.Box 9199, Ogden, Utah 84409**
Amount owed on debt (in US Dollars): **$5,433.53**
Minimum Monthly Payment (in US Dollars): **$136.00**
Owner: **Justin and Jennifer Scott**
The debt will be paid as follows: **Jennifer Scott will pay half of the debt. Justin**

David Scott will pay half of the debt. Justin David Scott will provide a copy of the divorce decree to the lender.

Other Debt

a.

Account Number: **9801**
Institution Name: **America First**
Address: **P.O Box 9199, Ogden, UT 84409**
Amount owed on debt (in US Dollars): **$1,821.94**
Minimum Monthly Payment (in US Dollars): **$66.00**
Owner: **Justin and Jennifer Scott**
The debt will be paid as follows: **Jennifer Scott will pay half of the debt. Justin David Scott will pay half of the debt. Justin David Scott will provide a copy of the divorce decree to the lender.**

b.

Account Number: **9649**
Institution Name: **Pottery Barn**
Address: **P.O. Box 182273 Columbus, OH 43218-2273**
Amount owed on debt (in US Dollars): **$3,640.00**
Minimum Monthly Payment (in US Dollars): **$76.00**
Owner: **Jennifer Scott**
The debt will be paid as follows: **Jennifer Scott will pay half of the debt. Justin David Scott will pay half of the debt. Justin David Scott will provide a copy of the divorce decree to the lender.**

c.

Account Number: **0008**
Institution Name: **Goldenwest**
Address: **PO Box 1111**
Amount owed on debt (in US Dollars): **$97,739.74**
Minimum Monthly Payment (in US Dollars): **$786.85**
Owner: **Justin and Jennifer Scott**
The debt will be paid as follows: **Petitioner will pay half of the debt. Respondent will pay half of the debt. Respondent will provide a copy of the divorce decree to the lender.**

d.

Account Number: **2174**
Institution Name: **Mission Lane**
Address: **Po Box 105266 Atlanta GA 30348-5286**

Amount owed on debt (in US Dollars): **$786.64**
Minimum Monthly Payment (in US Dollars): **$27.00**
Owner: **Justin Scott**
The debt will be paid as follows: **Jennifer Scott will pay half of the debt. Justin David Scott will pay half of the debt. Justin David Scott will provide a copy of the divorce decree to the lender.**

Real property

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

a.
Description: **House**
Address: **2362 W Cranberry Ridge Road, Lehi, Utah, Utah 84043 United States**
Tax ID: **65:420:0144**
Legal Description: **Primary residence. .21 acres. 4,000 square feet. 2362 west cranberry ridge road lehi, utah 84043**
Date property acquired: **Nov 12, 2019**
Names on title: **Justin and Jennifer Scott**
Original cost: **$449,000**
Current value: **$780,000.00**
Property values estimated: **yes**
Estimation basis for property value: **Zillow.com**
Disposal: **Justin and Jennifer will sell the property and split the equity in the home.The home will be listed at the time the divorce is finalized.**

i.
Creditor: **Rocket Mortgage, PO Box 650783, Lehi, Utah, 84043**
Names on mortgage: **Justin D Scott**
Date mortgage acquired: **Nov 12, 2019**
Mortgage balance: **$379,035.12**
Monthly payment: **$2,260.28**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **Justin and Jennifer Justin David Scott will provide a copy of the divorce decree to the lender.**

Alimony

51. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

52. 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).

53. 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: **1834**
Plan Name: **401(k)**
Plan Administrator: **Empower**
Company Name: **Kennecott Utah Copper Savings Plan**
Address: **P.O. Box 173764 Denver,co 80217-3764**
Date Opened: **Apr 19, 2005**
Plan Value: **$308332.82**
This plan is in the name of: **Justin David Scott**
Divide as follows: **The reitrement money should be awarded by percentage. Jennifer Scott should be awarded 50% and Justin David Scott should be awarded 50%. Jennifer Scott should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.**

Retirement money - pensions

54. 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).

55. In 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: **Kennecott Utah Copper Pension Plan for Represented Employees**
Plan Administrator: **Rio tinto pension center**
Company Name: **Kennecott Utah Copper**

Address: **5801 Postal Road, PO Box 818053, Cleveland,OH 44181**
Date Opened: **Apr 18, 2005**
Plan Value: **$1192.11**
This plan is in the name of: **Justin David Scott**
Divide as follows:

Retirement money accrued during the parties' marriage should be calculated and divided as follows: One-half of the value of the entire retirement account will be multiplied by the number of years the parties were married. The resulting sum will be divided by the total number of years Justin David Scott worked while paying into the account. Each party will receive a portion of the retirement money equal to the final amount calculated. Justin David Scott should retain all of the retirement money not distributed under this calculation. This distribution is based on Woodward v. Woodward, 656 P.2d 431, 433-34 (Utah 1982). Justin David Scott should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 60 days after the divorce decree is entered.

Additional provisions

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

a.
Additional Provision: **N/A**

Duty to sign documents

57. 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.

11/18/26
Date

Signature ▶

ORIGINAL IN RED INK
STATE OF UTAH
FOURTH JUDICIAL DISTRICT COURT DEPT.
AMERICAN FORK

Judge

Date

Signature ► _____

Commissioner _____

Approved as to Form.

Other Party Signature ► _____

Other Party Name Justin David Scott

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: **Jennifer Scott**
Method of service: **Hand Delivery**
Address: **2362 W Cranberry Ridge Road**
Date of Service: **Nov 13, 2026**

11/13/2026
Date

Signature ► Jennifer Scott

Printed Name Jennifer Scott