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IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, DAVIS COUNTY
800 West State Street, Farmington, Utah 84025

In the Matter of the Marriage of: LINDSEY ABBOTT, Petitioner,	<u>DECREE OF DIVORCE</u>
and	Case No. 254701273
JOSEY ABBOTT, Respondent.	Judge: Michael D. DiReda Commissioner: Christina Wilson

Petitioner, **LINDSEY ABBOTT**, by and through her counsel of record, Ally Jamerson of Fontenot Law, hereby submits the following Decree of Divorce from Respondent, **JOSEY ABBOTT** (hereinafter “Josey”). The court, having entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, and for good cause shown, does hereby find and order the following:

DECREE OF DIVORCE

1. The parties shall be granted a Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between the parties, upon the grounds of irreconcilable differences pursuant to Utah Code Annotated § 81-4-405(1)(h)

CHILD CUSTODY

2. There have been two minor children born as issue of the parties' marriage, to wit: A.B.A. (born October 2012) and H.R.A. (born February 2015).
3. The parties shall be awarded joint legal custody of the minor children, subject to Lindsey's final decision-making authority as outlined in the Parenting Plan below.
4. The parties shall be awarded joint physical custody of the minor children.

PARENT-TIME

5. Parent-time shall be as the parties can agree. However, if they are unable to agree, the parties shall be awarded parent-time pursuant to the following 60/40 schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Lindsey	Lindsey	Lindsey	Josey	Lindsey	Lindsey	Lindsey
Week 2	Lindsey	Lindsey	Lindsey	Josey	Josey	Josey	Josey

6. Holiday parent-time shall be as the parties can agree. However, if they are unable to agree, the parties shall be awarded holiday parent-time pursuant to Utah Code Annotated § 81-9-303(15), with Petitioner designated the custodial parent for holiday purposes.

7. Extended parent-time shall be as the parties can agree. However, if they are unable to agree, the parties shall be awarded extended parent-time pursuant to Utah Code Annotated § 81-9-303, as follows:

- a. In even-numbered years, Lindsey shall make her extended parent-time designation before May 1st and Josey shall make his designation after May 1st.
- b. In odd-numbered years, Josey shall make his extended parent-time designation before May 1st and Lindsey shall make her designation after May 1st.
- c. If a party fails to make their designation by May 1st in their given year, the

party who provides notice first shall be given priority.

d. Each party shall make their designation at least thirty (30) days before the day on which the designated period begins.

e. Neither party is allowed to schedule their uninterrupted time during the holidays of the other party without prior written permission.

8. Holiday parent-time takes precedence over extended parent-time and weekday/weekend parent-time. Extended parent-time takes precedence over weekday/weekend parent-time, but not holiday parent-time of the other party.

9. Parent-time exchanges and transportation shall be as the parties can agree. However, if they are unable to agree, exchanges shall take place as follows:

a. While school is in session, parent-time exchanges shall occur at school whenever possible, with the party whose parent-time is commencing being responsible for transportation.

b. If school is not in session or school exchanges are not possible, then parent-time exchanges shall take place at 6:00 p.m. with the party whose parent-time is commencing being responsible for transportation.

c. Unless otherwise agreed upon in writing, home exchanges shall take place curbside, meaning the party whose parent-time is commencing shall remain in their vehicle and the party whose parent-time is ending shall remain in their home. Neither party shall approach or enter the other party's residence without express written permission.

10. Each party shall be awarded the right of first refusal in the event the other party is unable to

personally care for the minor children overnight. The party exercising the right of first refusal shall be responsible for transportation.

11. While the minor children are in the care of either party, that party shall not be under the influence of any alcohol, narcotics, illegal substances, or prescription drugs (unless justified by a valid prescription made out to the party and taken in accordance with the prescribed dosages). Neither party shall smoke/vape in the presence of the children to avoid the children being exposed to second-hand chemicals. Each party shall be responsible for ensuring third parties do not do what they themselves are prohibited from doing under this paragraph. The parties shall each have the affirmative duty to use their best efforts to prevent the children's exposure to third party violations, including removing the children from the situation if necessary.

12. If either party has a reasonable and legitimate suspicion or concern that the other party is or has been under the influence of alcohol, narcotics, illegal substances, or prescription drugs (unless justified by a valid prescription made out to the party and taken in accordance with the prescribed dosages), that party can request that the other party take a UA, hair follicle, nail toxicology, blood test, or other test of their choosing and at their own cost. If the test is positive for any narcotics, illegal substances, prescription drugs (unless justified by a valid prescription made out to the party and taken in accordance with the prescribed dosages), alcohol, or other any substance for which the test was requested, the cost of the test must be reimbursed to the requesting parent within thirty (30) days of the failed test. Said test taking must be complied with within forty-eight (48) hours from the time it was requested by a party in writing through the coparenting app. Any requested test will be within a reasonable distance to the testing party's residence and will take into consideration the business hours of the testing facility.

13. Either party may request a review of parent-time in two (2) years from the entry of this Decree of Divorce without showing a substantial change in circumstance.

PARENTING PLAN

Premises and Ground Rules

14. Both parties verify that this Parenting Plan is submitted in good faith.

15. The parties are dedicated parents who desire to create a relationship for the benefit of the minor children.

16. The parties agree to focus on the needs and interests of the minor children. The parties desire to give their children the opportunity to have a meaningful relationship with each party. The parties shall give their children permission to love and be proud of the other parent.

17. The parties agree to put their minor children's needs first in planning their living arrangements so as to provide the children consistency, structure, and stability.

18. The parties' time-sharing schedule shall focus on meeting the minor children's physical, emotional, and academic needs.

19. The parties agree to establish good communication and a cooperative working relationship between the two of them in order to put their minor children's needs first.

20. The parties agree that their working relationship as parents shall be built on trust.

21. The parties agree to encourage cooperation and flexibility in their parenting relationship and to prevent resentments from accumulating between them.

22. The parties believe that open, honest, and direct communication with one another is essential to an effective parenting relationship.

23. The parties shall help and support each other in their respective parenting roles.

24. The parties give their minor children permission to love both parties.
25. The parties agree that spending quality time with their minor children is most important.
26. The parties recognize that conflict between them causes emotional trauma and pain to their minor children. The parties agree to be civil to one another in all of their future dealings.
27. The parties recognize that it is important for their minor children's emotional well-being that they hold the other party in esteem as a parent in their respective conversations.
28. The parties agree to leave the past in the past to the fullest extent possible. The parties agree to refrain from discussing adult or divorce-related issues in front of the minor children.
29. The parties agree to notify the other party in writing regarding any and all serious issues they have. Further, the parties agree to communicate in good faith and work together on any and all serious issues regarding the said minor children.

Time Sharing Schedule

30. The parties shall be prompt and timely for parent-time exchanges. If exchanges are taking place at a party's home, that party shall have the children ready for the other party's parent-time at the time the children are to be picked up, and shall be present and available, or shall arrange to receive the children when the children are returned. If unforeseen circumstances arise, the party whose circumstances changed shall give the other prompt notice of any delay, the remedy arranged, and a best estimate for how the exchange schedule will be affected.
31. Clothing, toys, electronic devices, and other items of the children's personal effects shall be exchanged by the parties, and returned in clean condition, in order to facilitate parent-time.
32. The parties shall notify the other when the minor children are ill. If possible, when the children are ill, the parties shall discuss regularly scheduled parent-time prior to the parent-time

to decide whether it should be rescheduled. If the parties cannot discuss parent-time or agree on a change in parent-time, parent-time shall not be affected. Neither party shall use illness of the children as a means to frustrate the other party's parent-time.

33. While the minor children are with a party, that party shall provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; and (4) appropriate medical examinations and treatment.

34. While either party is transporting the minor children, that party shall have a safe and reliable vehicle, a valid driver's license, car insurance, and age-appropriate car seats/restraints.

35. While the minor child is with either party, that party shall not engage in, nor permit the presence of any sexually explicit activities, violence, and/or disrespect for law and order.

36. Ongoing relationships between the children and relatives shall be encouraged and continued. Neither parent shall interfere with such relationships or visits between a child and relatives, including cousins, aunts, uncles, and grandparents, arbitrarily, in bad faith, or without sufficient cause.

37. The parties shall give special consideration to the other to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either party which may inadvertently conflict with the time-sharing schedule.

Communication and Sharing Information

38. Unless otherwise agreed upon by the parties in writing, all communication between the parties shall take place through a parenting app such as Talking Parents, 2Houses, Our Family Wizard, AppClose, or other similar app agreed upon by the parties in writing. Each party shall be

responsible for their own costs related to the chosen app.

- a. All parenting communications, calendaring and sharing of events, sharing of child expenses, and activity issues shall be conducted through the app.
- b. The parties' communications with each other (which require a response) must be responded to within a timely manner, but no later than forty-eight (48) hours.
- c. However, the parties are permitted to call one another in the event of an emergency.

39. All parenting communications shall be conducted between the parties, and not through third parties, unless otherwise agreed upon in writing. Furthermore, the parties shall not communicate parenting issues through the children, pass messages through the children, etc.

40. Each party shall immediately advise the other of any changes in their address, telephone number, or other information pertinent to communication, no less than forty-eight (48) hours after the change.

41. Each party shall use their best efforts to communicate and share information with the other party regarding the minor children's development, medical and dental treatment, and any other information appropriate to share with the other party.

42. The parties shall each notify the other as soon as reasonably possible after either learns of any significant school, social, sports, or other community functions in which the children may be participating or being honored so as to allow each party the opportunity to attend and participate.

43. Neither party shall disparage or degrade the other party in the presence of the minor children, and each party shall treat the other party with dignity and respect in the presence of the minor

children. This shall extend to social media posts that the minor children may reasonably see or access. Each party shall have an affirmative duty to remove the children from the vicinity of any third party making such disparaging comments.

Virtual Parent-Time

44. The parties shall permit and encourage the minor children to have liberal telephone or virtual communications with the other party during reasonable hours and for reasonable durations. Such communications between a party and the children shall not be unreasonably denied so long as communications do not conflict with existing plans or scheduled events and activities, or interfere with the child/children's customary routine, thereby causing emotional discomfort.

45. Each party shall allow the children to contact the other party at any time the children desire to have telephone or virtual contact.

Education and Medical Plan

46. Unless otherwise agreed by the parties in writing, the parties shall attend their current schools and all feeder schools as long as possible. In the event this is no longer possible, and so long as both parties reside within fifty (50) miles of Davis County, then the children shall attend school in the boundary and/or district of the party who has lived in their home for the greater period of time.

47. Both parties shall have direct access to school reports and medical records.

48. Both parties shall have access to the children during school and will have authority to check the children out of school, if necessary. Unless otherwise agreed in writing, the parties shall not interrupt the children's schooling to exercise parent-time. Neither party shall check the children out of school during the other parties' parent-time without express written permission from the

other party.

49. Both parties shall have the ability to consult with providers regarding education, child care, and health care.

50. Both parties shall be notified as soon as possible in the event of any medical emergencies or doctor's appointments for the children.

51. The parties shall involve and consult with each other before taking any therapeutic action or intervention involving the minor children, including whether the children participate in therapy, which therapists or counselors are used, and which facilities and programs are used. Any decisions relating to therapy shall follow the dispute resolution procedure outlined below. If the parties determine that therapy or counseling is in the best interests of the minor children, each party shall have full and complete access to any therapeutic processes or programs to which the children are submitted, including the right to participate fully in all therapeutic processes or programs. Each party shall have full and complete access to the therapists and/or counselors treating the children and to their records.

Vacation and Travel

52. If a party takes the minor children from the local area during their parent-time, they shall provide the other party with advanced written notice and contact information regarding where they will be and how the other party can contact said minor children. This shall include an itinerary and places/telephone numbers where the minor children may be reached. If a party is travelling more than fifty (50) miles outside of Utah for more than forty-eight (48) hours, that party shall provide the other party with at least thirty (30) days' advance notice (or if not possible, immediately upon making plans).

53. If passports become necessary, both parties shall cooperate in completing and signing all documents necessary to obtain passports for the minor children. Lindsey shall be the custodian of both children's passports. However, the passports shall be freely shared between the parties as necessary to facilitate agreed-upon international travel. Lindsey shall provide the passport(s) at least thirty (30) days before international travel, and Josey shall return the passport(s) within one week following the return from international travel.

Dispute Resolution

54. The parties shall communicate, cooperate, and work together to put the minor children's interests and needs first. Each party shall be entitled to make the day-to-day decisions that are required while the minor children are with them.

55. Each party shall be entitled to make any emergency decisions that are required while the minor children are with them. Both parties shall communicate any such emergencies to the other party as soon as possible.

56. All decisions having a financial impact upon both parties must first be agreed upon by the parties in writing if there is to be an expectation of reimbursement from the other party.

57. Regarding any major decisions, in the area of the education, medical, or the religious upbringing, the parties shall first have a good faith discussion. If after a good faith discussion they still cannot reach an agreement, they shall speak with relevant professionals and experts. Lindsey shall then be granted presumptive decision-making authority. If after Lindsey makes a decision and Josey disagrees, the parties shall attend mediation with each party responsible for one-half of the costs of mediation. If after the mediation they still cannot reach an agreement, Josey may then approach the court to seek judicial review.

Relocation

58. If either party moves more than fifty (50) miles away from Davis County, Utah, the relocating party shall have the non-custodial parent-time in accordance with Utah Code Annotated § 81-9-302.

Miscellaneous

59. If they have not done so already, each party shall attend the divorce orientation and parenting classes pursuant to Utah Code Annotated §§ 81-4-402, 81-9-103, and 81-4-105. Each party shall file their course certificates within seven (7) days of signing this Stipulation and Agreement.

60. Both parties shall become familiar with and abide by the Advisory Guidelines as articulated in Utah Code Annotated § 81-9-202.

CHILD SUPPORT

61. Lindsey's gross monthly income for child support purposes is \$2,773.00, pursuant to her Financial Declaration. Josey's gross monthly income for child support purposes is \$6,067.00. Based upon a joint custody worksheet with Lindsey exercising 220 overnights and Josey exercising 145 overnights, Josey shall pay to Lindsey \$770.00 in child support each month. At Lindsey's option, ORS may be used to collect child support.

62. Josey's child support payments shall begin May 1, 2026.

63. Josey owes arrears for September 2025 through April 2026 totaling \$3,795.00. This shall be collected by ORS.

64. The child support award is to be paid one-half by the fifth (5th) of each month and the remaining one-half by the twentieth (20th) of each month.

65. Every two (2) years following the entry of this Decree of Divorce, the parties shall exchange

income information to determine if child support should be modified.

66. Pursuant to Utah Code Annotated § 81-6-213, child support for a minor child shall terminate at the time: (i) the child becomes eighteen years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Annotated Title 80, Chapter 7, Emancipation.

CHILD CARE EXPENSES

67. Pursuant to Utah Code Annotated § 81-6-209, each party shall share equally the reasonable work-related child care expenses of the parties from professional licensed facilities. The parties may not seek reimbursement for child care provided by family members, friends, or unlicensed child care facilities.

68. If an actual expense for child care is incurred, a party shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense. If the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

69. A party who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party.

70. The party shall notify the other party of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

HEALTH INSURANCE

71. Pursuant to Utah Code Annotated § 81-6-208, the parties shall obtain health insurance for the

minor children if it is available at a reasonable cost. Lindsey currently maintains Medicaid over the minor children.

72. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Lindsey shall be primary coverage for the child and the health insurance plan of Josey shall be secondary coverage for the child. However, if either party is covered through Medicaid, that will be the secondary if both parties have insurance. If a parent remarries and the child is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child.

73. The parties shall share equally all out-of-pocket costs and the premiums actually paid by a party for the minor children's portion of insurance.

74. The party holding insurance must provide the other party with written verification of such insurance coverage on or before January 2nd of each year and shall notify the other party of any change of insurance, premium or benefits within thirty (30) calendar days of the date he/she first knew or should have known of the change.

75. The party holding insurance shall provide the other party any insurance cards, lists of participating physicians, and information describing the benefits available so that the parties' children can obtain full and complete coverage from the insurance available.

76. The parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses (including but not limited to orthodontia, counseling, prescription and over-the-counter medications, and optical) incurred for the children, and actually paid by a

party, including deductibles and co-payments.

77. The parties agree that there are no outstanding medical bills or amounts owing as of April 9, 2026.

78. Pursuant to Utah Code Annotated § 15-4-6.7(1)(a), the parties shall maintain separate billing accounts with the children's health care providers whenever possible.

79. If separate billing accounts are not available, a party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

80. The parties shall share equally in the reasonable costs of the minor children's extracurricular activities which are agreed upon in writing.

81. Neither party shall enroll the minor children in any extracurricular activity that has expected involvement by the other party without prior written consent. Involvement by the other party includes sharing costs, transporting of the children to activities, or interference with scheduled parent-time. If a party wishes to enroll the children in an activity that will not require involvement of the other party, then that party may do so understanding that they would not be able to anticipate the other party's cooperation with respect to sharing of the costs, transporting of the children to activities, or interference with parent-time.

82. A party who wishes to involve the children in an activity must discuss it with the other party prior to discussing said activity with the children, and not attempt to influence the other party through the children. Neither party shall attempt to restrain or control the activities of the

children during the other's parent-time.

83. The parties shall share equally all necessary school fees, including but not limited to school lunches, books, registration fees, uniforms, etc.

84. A party who incurs an agreed-upon extracurricular activity expense or a necessary school expense shall provide the other party written verification of the cost within thirty (30) days. The other party shall pay their one-half of the expense within thirty (30) days after receiving the written verification.

85. The parties shall be solely responsible for all other costs incurred for the minor children unless specifically agreed upon in writing otherwise, including clothing, shoes, food, events or activities, etc.

REAL PROPERTY

86. The parties do not share any marital real property which needs to be divided.

PERSONAL PROPERTY

87. During the course of the marriage, the parties acquired various assets, accounts, and other items of personal property, which have already been divided. Therefore, the parties shall be granted the personal property that is currently in their respective possessions.

88. Each party shall be granted the financial accounts that are in their own respective names, free and clear of any claim by the other party.

89. The parties shall be solely responsible for all costs associated with their own personal property and assets they are awarded, including repairs, maintenance, etc., holding the other party harmless and indemnifying them from prosecution of any such costs.

DEBTS AND OBLIGATIONS

90. The parties have not acquired any marital debts which need to be divided. Each party shall be solely responsible for the debts and obligations that are in their own respective names and/or incurred out of their own volition.

91. Each party shall indemnify and hold the other party harmless on any and all debts or obligations that the party is ordered to pay.

92. Pursuant to Utah Code Annotated § 81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the court's division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

RETIREMENT AND RELATED ASSETS

93. Neither party has any retirement or related asset which needs to be divided.

ALIMONY

94. Both parties are capable of supporting themselves. Therefore, neither party shall be awarded alimony now or at any point in the future.

TAXES

95. The parties shall file their taxes separately moving forward beginning with the 2025 tax year.

96. Lindsey shall claim H.R.A every year for tax purposes, and Josey shall claim A.B.A. every year for tax purposes. When there is only one child eligible to be claimed, the parties shall alternate claiming the child for tax purposes, with Lindsey claiming in even-numbered years and Josey claiming in odd-numbered years.

97. Beginning with the 2026 tax year, either party's right to claim any child on their tax returns for any particular tax year is subject to being current on all child support obligations (including medical costs) by December 31st of any particular tax year. Claims regarding a party not being

current must be provided to the other party in writing by November 15th of any given year, effectively giving the other party from November 15th through December 31st in which to pay the amount owed before a party can be found to not be current on their obligations for a tax year. If a party cannot claim a child on his/her returns for a particular tax year for not being current as outlined above, then the other party shall automatically be entitled to claim the child on his/her returns for that year (subject to court determination thereafter if a party disagrees that an amount is owed by them that would keep them from claiming a child under the parties' order).

MUTUAL RESTRAINING ORDERS

98. Each party shall be permanently restrained from bothering, harassing, annoying, threatening, or harming the other. The parties shall not malign or defame the other on social media or in any other public capacity. The parties shall not interfere with the lives or relationships of the other, or with family members of the other party.

99. Each party shall be responsible for ensuring third parties do not do what they themselves are prohibited from doing. The parties shall each have the affirmative duty to use their best efforts to prevent the minor children's exposure to third party violations, including removing the minor children from the situation if necessary.

ATTORNEY FEES AND COURT COSTS

100. Each party shall be responsible for their own attorney fees and court costs related to this case.

MISCELLANEOUS

101. At her option, Lindsey shall be able to take her maiden name, family name, or any other name should she so choose.

102. Each party shall be ordered to execute and deliver to the other the documents required to implement the provisions of this Decree of Divorce entered by the court.

103. The parties shall sign all documents necessary to comply with this Decree of Divorce within sixty (60) days from the entry of this Decree. If a party fails to sign a document within sixty (60) days, the other party may ask the court to appoint someone to sign the document.

**END OF DOCUMENT – COURT DATE AND SIGNATURE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVED AS TO FORM:

Jeremy Atwood
Attorney for Respondent

NOTICE

To Attorney for Respondent:

You will please take notice that the undersigned, Attorney for Petitioner, will submit the above and foregoing Decree of Divorce to the judge of the above-titled court for signature, upon the expiration of seven (7) days from the date this Notice is emailed to you, unless a written objection is filed prior to that time, pursuant to Rule 7 of the Utah Rules of Civil Procedure.

Kindly govern yourself accordingly.

DATED this 8th day of May, 2026.

/s/ Ally Jamerson
Ally Jamerson
Attorney for Petitioner

CERTIFICATE OF DELIVERY

I hereby certify that on the 8th day of May, 2026, I emailed a true and correct copy of the foregoing Decree of Divorce to the following:

Jeremy Atwood
82 East Antelope Drive
Layton, Utah 84041
jeremy@jeremyatwoodlaw.com

/s/ Angela Trolia