

Joshua Yeates
Name
263 N 3050 W
Address
Layton, Utah 84041-8823
City, State, Zip
801-497-6802
Phone
josh@yeateslaw.com
Email

In the Court of Utah

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, FARMINGTON, UT 84025

In the Matter of (select one)

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

Joshua Yeates
(name of Petitioner)

and

Brittanny Yeates
(name of Respondent)

Other parties (if any)

Divorce Decree

264700566
Case Number

Direda
Judge

wilson
Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Joshua Yeates** and **Brittanny Yeates** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Cole Joshua Yeates**

Date of Birth: **Oct 3, 2009**

b.

Child Name: **Damon Enoch Yeates**

Date of Birth: **Sep 1, 2011**

c.

Child Name: **Silas Elias Yeates**

Date of Birth: **Sep 18, 2014**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Cole Joshua Yeates**

Date of Birth: **Oct 3, 2009**

i.

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

Move-in Date: **Jul 6, 2018**

Address: **263 N 3050 W, Layton, Utah 84041-8823 United States**

(1).

Caretaker at this address: **Joshua Yeates**

Caretaker current address: **263 N 3050 W, Layton, Utah 84041-8823 United**

States

(2).

Caretaker at this address: **Brittanny Yeates**

Caretaker current address: **263 N 3050 W, Layton, Utah 84041-8823 United**

States

b.

Child Name: **Damon Enoch Yeates**

Date of Birth: **Sep 1, 2011**

i.

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

Move-in Date: **Jul 6, 2018**

Address: **263 N 3050 W, Layton, Utah 84041-8823 United States**

(1).

Caretaker at this address: **Joshua Yeates**

Caretaker current address: **263 N 3050 W, Layton, Utah 84041-8823 United**

States

(2).

Caretaker at this address: **Brittanny Yeates**

Caretaker current address: **263 N 3050 W, Layton, Utah 84041-8823 United**

States

c.

Child Name: **Silas Elias Yeates**

Date of Birth: **Sep 18, 2014**

i.

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

Move-in Date: **Jul 6, 2018**

Address: **263 N 3050 W, Layton, Utah 84041-8823 United States**

(1).

Caretaker at this address: **Joshua Yeates**

Caretaker current address: **263 N 3050 W, Layton, Utah 84041-8823 United**

States

(2).

Caretaker at this address: **Brittanny Yeates**

Caretaker current address: **263 N 3050 W, Layton, Utah 84041-8823 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 **Joshua Yeates** and **Brittanny Yeates's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Joshua Yeates** and **Brittanny Yeates** 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 **Joshua Yeates** and **Brittanny Yeates**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children’s best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Joshua Yeates** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Joshua Yeates**'s home **183** overnights each year and in **Brittanny Yeates**'s home **182** overnights each year.

Parent-time

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))
10. The chart below shows how this schedule will function.

Week	Evening	Parent
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FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Parent-time for special occasions

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

Holiday	Period	Noncustodial parent	Brittanny Yeates
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years

Holiday	Period	Noncustodial parent	Brittanny Yeates
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Brittanny Yeates is the mother
Summer Break	Noncustodial parent will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Noncustodial parent. Noncustodial parent will have an additional two weeks of extended Summer Parent-time at the option of Noncustodial parent, subject to weekday parent-time for Brittanny Yeates, but not weekends normally exercised by Brittanny Yeates. Noncustodial parent will notify Brittanny Yeates of the summer break extended parent-time by May 1	Odd years	Even years

Holiday	Period	Noncustodial parent	Brittanny Yeates
	each year. Brittanny Yeates will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Brittanny Yeates. Brittanny Yeates will notify Noncustodial parent of the summer break extended parent-time by May 15 each year. If the notification by Noncustodial parent is not timely, Brittanny Yeates may determine the schedule for extended parent-time for Noncustodial parent, so long as Brittanny Yeates has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Brittanny Yeates's Birthday	Brittanny Yeates will have parent-time each year on Brittanny Yeates's birthday from 3:00 p.m. until the following morning when Brittanny Yeates delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Noncustodial parent's Birthday	Noncustodial parent will have parent-time each year on Noncustodial parent's birthday from 3:00 p.m. until the following morning when Noncustodial parent delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

12. 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

13. 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

14. 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

15. The school the children will attend is based on a specific plan for where the children will attend school: **Preference given to the schools they are already in. Otherwise, parents will decide as they agree and with input from each child.** .

16. Joshua Yeates and Brittanny Yeates has authority to check the children out of school. Joshua Yeates and Brittanny Yeates has access to the children during school. If the parents cannot agree, education decisions will be made by Joshua Yeates.

Communication with each other

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

Communication with the children

18. 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.

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

- By any method

Records and information sharing

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

Travel by the children

21. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.
22. If the children will be travelling for more than **2** days, the parent arranging the travel will notify the other parent at least **5** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **2** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

23. A child care provider for our children must be:
A licensed child care provider.

Relocation of a parent

24. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.
25. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**
26. 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.
27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

28. 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**
29. Other agreements about resolving disputes:
- b. **Given weight to the child's input and opinion if the decision pertains to the individual child, that child's input shall break the disagreement. If the decision pertains to the children collectively, the childrens' opinion will control by majority vote in the event of a disagreement. If it regards paying for something or any financial matter, the child's input shall not be sought.**

Changing the plan

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

30. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Joshua Yeates) (Utah Code 81-6-203)

31. **Joshua Yeates's** gross monthly income for child support purposes is **\$2330**.

Joshua Yeates receives the following gross monthly income:

- a. **Joshua Yeates** does not have any countable income from any source.
- b. **Joshua Yeates** has the following income from any of these sources:

Source: Business income, Monthly amount: \$2,330.00

Income: Respondent (Brittanny Yeates) (Utah Code 81-6-203)

32. **Brittanny Yeates's** gross monthly income for child support purposes is **\$5249**.

Brittanny Yeates receives the following gross monthly income:

33. The adjusted gross monthly income for **Brittanny Yeates** is **\$5249**.

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

34. **Joshua Yeates** 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 property settlement.

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

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

36. 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.

37. Child support will be paid as follows:

as the parties agree among themselves

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

39. **Joshua Yeates** and **Brittanny Yeates** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Joshua Yeates**, **Brittanny Yeates** will reimburse **Joshua Yeates** for half the fee.

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

41. 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

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

43. **Brittanny Yeates** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Joshua Yeates** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

44. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

45. 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:

- **Brittanny Yeates's** insurance will be primary coverage.
- **Joshua Yeates'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:

- **Brittanny Yeates's** spouse's insurance will be primary coverage.
- **Joshua Yeates'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

I.

Lender: **American First Credit Union**

Address: **PO Box 9199, Ogden UT 84409**

Date Acquired: **N/A**

Amount Owed: **\$14,794.42**

Amounts Estimated: **no**

Monthly Payment: **\$396.00**

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

b.

Year: **2000**

Make: **Chevrolet**

Model: **Suburban**

VIN: **N/A**

Owner (before divorce): **Joshua Yeates**

Current value: **\$2,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **What I paid for it and repairs**

Ownership After Divorce: **Joshua Yeates**

Loan: **N/A**

c.

Year: **2019**

Make: **Tesla**

Model: **3**

VIN: **N/A**

Owner (before divorce): **Brittanny Anne Yeates**

Current value: **\$16,900.00**

Amounts Estimated: **no**

Ownership After Divorce: **Brittanny Yeates**

I.

Lender: **America First Credit Union**

Address: **PO Box 9199, Ogden UT 84409**

Date Acquired: **N/A**

Amount Owed: **\$19,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **purchase price, down payment and taxes**

Monthly Payment: **\$625.00**

The debt will be paid as follows: **Brittanny Yeates will pay the entire debt.**

Brittanny Yeates will provide a copy of the divorce decree to the lender.

50. **Joshua Yeates** will receive the following property:

- a. **GE Fridge**
- b. **All kitchen ware and microwave in basement**
- c. **Two safes**
- d. **Downstairs TV**
- e. **Guestroom bed & furniture**

51. **Brittanny Yeates** will receive the following property:

- a. **Beside Josh's personal effects and tools, remaining items stay with home**

Debts

52. 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

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

a.

Description: **House**

Address: **263 N 3050 W, Layton, Davis, Utah 84041-8823 United States**

Tax ID: **12-527-0601**

Legal Description: **ALL OF LOT 601, WILD HORSE SPRINGS SUBDIVISION
PHASE 6. LAYTON CITY, DAVIS COUNTY, UTAH, ACCORDING TO THE
OFFICIAL PLAT THEREOF.**

Date property acquired: **Aug 15, 2014**

Names on title: **Joshua Yeates**

Original cost: **\$320,000**

Current value: **\$895,000.00**

Property values estimated: **yes**

Estimation basis for property value: **The average of three online valuation sites.**

Disposal: **Division of Property and Debts. The parties represent that the only significant marital asset is the family home located at 263 N 3050 W, Layton Utah 84041 (the "Home"), with an approximate current fair market value of \$850,000. Division of the Marital Residence. Occupancy and possession of the Home is awarded to Brittanny Yeates. Brittanny shall be solely responsible for making all mortgage payments, property taxes, homeowners insurance, and routine maintenance on the Home until the mortgage is refinanced solely in her name or the Home is sold. Joshua Yeates shall retain a lien on the Home in the amount of \$245,000 (representing his share of the equity) to secure his interest. The parties shall cooperate in good faith to allow Brittany to refinance**

the mortgage into her sole name as soon as practicable. Enforcement of Lien / Triggers for Payment or Sale. Joshua may enforce the \$245,000 lien, requiring payment or sale of the Home, only upon the occurrence of any one of the following events: 1) Brittany ceases to use the Home as her primary residence; 2) Brittany remarries; 3) Brittany cohabits with a non-relative adult ("cohabit" is defined under Utah Code § 81-4-501: to live together, or to reside together on a regular basis, in the same residence and in a relationship of a romantic or sexual nature); 4) At any time after four (4) years from the entry of the Decree of Divorce, upon Joshua providing Brittany with at least ninety (90) days' written notice (via text message, email, or certified mail to her last known address). Payment of Lien or Buy-Out Upon any trigger event. Brittany shall have the first opportunity to pay Joshua the \$245,000 lien amount (or the then-equalized equity if mutually agreed to re-appraise) through refinance or other means. If Brittany is unable or unwilling to pay within a reasonable time (not to exceed ninety (90) days), Joshua may elect to pay Brittany the \$335,000 (adjusted for any post-decree changes) and take possession and sole ownership upon the same ninety (90)-day notice period. The parties shall cooperate fully with any refinance or title transfer. Sale if Neither Party Can Perform. If neither party can pay the other the required amount, the Home shall be listed for sale exclusively with Compass Group LLC (or its successor) at the standard listing commission rate. Net proceeds (after mortgage, liens – including Brittany \$90,000, and selling costs) shall be split equally (subject to adjustments below). Post-Decree Debts and Adjustments. Any debt added to the Home after entry of the Decree shall be the sole responsibility of the party who incurred it and deducted from that party's share. Mortgage Default. If the occupying party fails to make the mortgage payment for sixty (60) consecutive days, the non-occupying party may take over all rights and responsibilities by bringing the mortgage current and assuming future payments. All terms of this section shall then reverse symmetrically except for the amounts assigned to each party shall stay the same. This provision does not take effect until the "Temporary Post-Agreement Occupancy by Joshua" is terminated according to the terms below. Temporary Post-Agreement Occupancy by Joshua. For the first three (3) months following the date both parties sign this Agreement, Joshua may occupy the guest room on a month-to-month basis. He shall pay Brittany rent equal to one-half (½) of the monthly mortgage payment plus one-half (½) of the utilities. Payments are due on the first day of each month and are non-refundable. Joshua may terminate by vacating before the first day of the following month. General Provisions for Home. The parties shall keep each other informed of contact information.

i.

Creditor: **N/A**

Names on mortgage: **Joshua M Yeates**

Date mortgage acquired: **Aug 15, 2014**

Mortgage balance: **\$283,168.12**

Monthly payment: **\$2,047.71**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **The primary occupant of the home shall be responsible for the mortgage. Joshua Yeates will provide a copy of the divorce decree to the lender.**

Business interests

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

a.

Business Name: **Yeates Law, PLLC**

Description: **Law Practice**

Phone: **(801) 497-6802**

Address: **263 N 3050 W, Layton, Utah 84041-8823 United States**

Total Value: **\$10,000**

Percent owned by Petitioner: **100%**

Percent owned by Respondent: **0%**

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

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

Alimony

Joshua Yeates's Financial Need

55. **Joshua Yeates's** ability to earn (after taxes) is **\$4,000.00** per month. This amount is based on these sources of income:

Monthly Ability to Earn	
Source	Monthly income
Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 4000
Rental income	\$
Business income	\$
Interest	\$

Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.

Dividends

	\$	
Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.		
Retirement income (including pensions, 401(k), IRA, etc.)	\$	
Worker's Compensation	\$	
Social Security Disability (SSDI)	\$	
Supplemental Security Income (SSI)	\$	
Social Security (Other than SSDI or SSI)	\$	
Private Disability Insurance	\$	
Unemployment benefits	\$	
Education benefits (Including grants, loans, cash scholarships, etc.)	\$	
Veteran's Benefits	\$	
Alimony (from a prior marriage)	\$	
Child Support (from a prior order)	\$	
Payments from civil litigation	\$	
Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system, such as a settlement or court-awarded damages.		
Victim restitution	\$	
Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.		
Utah Cash Assistance	\$	
Family Employment Program (FEP), etc.		
Federal Cash Assistance	\$	
Temporary Assistance for Needy Families (TANF), etc.		
Financial support from household members	\$	
Financial support from household members refers to the money received by an individual		

from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members \$

Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial obligations.

Trust income \$

Trust income refers to the money earned by a trust, a legal arrangement where a trustee holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

Annuity income \$

Annuity income refers to the periodic payments received by an individual from an annuity, a financial product that provides a guaranteed stream of income for a fixed period or for the rest of the individual's life in exchange for a lump sum or series of payments made to the annuity provider.

\$

\$

Total Gross Monthly Income \$ 4000

Monthly Tax Deductions from Ability to Earn

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

56. **Joshua Yeates** will be receiving **\$0** per month in child support in this case.

57. **Joshua Yeates's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 2047.71
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0

Real estate maintenance	\$ 0
Food and household supplies	\$ 200
Clothing	\$ 0
Automobile payments	\$ 396
Automobile insurance	\$ 391.48
Automobile fuel	\$ 50
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 300
Telephone	\$ 100
Paid television, cable, satellite	\$ 15
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 200
Education (self)	\$ 0
Health care insurance	\$ 30
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	

	\$ 50	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income withholding order	\$ 0	
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0	
Other	\$ 0	
Other	\$ 0	
Total current monthly expenses		\$3780.19

58. **Joshua Yeates**'s marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	\$ 2047.47
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 200
Clothing	\$ 0
Automobile payments	\$ 396
Automobile insurance	\$ 392
Automobile fuel	\$ 50
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 300

Telephone	\$ 100
Paid television, cable, satellite	\$ 15
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 200
Education (self)	\$ 0
Health care insurance	\$ 30
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 50
Laundry and dry cleaning	\$ 0
Donations	\$ 0
Gifts	\$ 0
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 0
Other	\$ 0
Total marital monthly expenses	\$

59. The difference between **Joshua Yeates's** monthly net income (including child support) and monthly expenses is **\$0.00** based on **current** expenses. This is **Joshua Yeates's** monthly financial need.

Brittanny Yeates's Ability To Pay

60. **Brittanny Yeates's** net income (after taxes) is **\$5,172.75** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 5248.75
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0

Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 5248.75

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 76

61. **Brittanny Yeates** will be paying **\$0** per month in child support in this case.
62. **Brittanny Yeates's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 2000

Clothing	\$ 200
Automobile payments	\$ 625
Automobile insurance	\$ 0
Automobile fuel	\$ 200
Automobile maintenance	\$ 15
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 400
Telephones	\$ 300
Paid television, cable, satellite	\$ 20
Internet	\$ 75
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 100
Education (children)	\$ 75
Education (self)	\$ 0
Health care insurance	\$ 15
Health care expenses (excluding insurance listed above)	\$ 0
Other insurance	\$ 0
Entertainment	\$ 0
Laundry and dry cleaning	\$ 0
Donations	\$ 0

Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income withholding order	\$ 0	
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0	
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses		\$4025

63. The difference between **Brittanny Yeates**'s monthly net income and monthly expenses (including child support) is **\$1,147.75**. This is **Brittanny Yeates**'s ability to pay alimony each month.

64. **Brittanny Yeates** and **Joshua Yeates** have been married for **23** years and **8** months.

65. The value of real property during the marriage is **\$895,000.00**

66. The value of personal property during the marriage is **\$25,061.00**.

Alimony Payment

67. **Brittanny Yeates** will pay **Joshua Yeates** **\$0.00** in alimony each month.

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

69. The payment schedule will be:

- a. **20% of salary or all available income, cash flow for support or on adjusted gross income (collectively referred to as "available income") after necessary expenses required for the business to function (e.g. rent for business space, essential supplies, employee wages, utilities directly tied to operate etc.) above \$5,000 per month, if paid monthly, or above \$60,000 if paid yearly. If paid by transaction closing, as the parties agree based on a yearly estimate. Alimony shall be paid for 10 years following the entry of the divorce decree. At any time, Joshua may terminate his alimony obligation by paying the equivalent of 50% of the available income for two consecutive years. Any overpayment in one month or year shall be a credit toward the next month or year.**

70. **Brittanny Yeates**'s alimony obligation will end the earliest of the following:

- **23** years and **8** months.
- If **Joshua Yeates** dies.

Retirement money

71. The parties do not need a court order about retirement money.

Duty to sign documents

72. 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.

08/27/26
Date

Signature ▶ Michael DiReda

Judge Michael DiReda

Signature ▶ _____

Date _____

Commissioner _____

Approved as to Form.

Other Party
Signature ▶ 

Other Party Name Brittanny Yeates

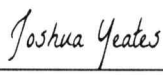
Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Brittanny Yeates**
Method of service: **Hand Delivery**
Address: **263 N 3050 W, Layton UT 84041**
Date of Service: **Jun 12, 2026**

06/12/2026
Date

Signature ▶ 

Printed Joshua Yeates

Name _____