

The Order of the Court is stated below:

Dated: September 11, 2026
11:49:01 AM

/s/ RONALD G. RUSSELL
District Court Judge



S. MARK BARNES (05034)

LAW OFFICES OF S. MARK BARNES PLLC dba DECREE HELP

2843 S 2540 E

Salt Lake City, Utah 84109-1864

Telephone: (801) 628-6623

mark@experttaxlaw.com

Attorney for Petitioner (Limited Scope)

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR
DAVIS COUNTY, STATE OF UTAH**

In the Matter of the Marriage of:	DECREE OF DIVORCE
AMELIA WHITE HEFFERNAN, Petitioner,	Case No. 264700947
and	Judge Ronald G. Russell
SCOTT ARTHUR HEFFERNAN, Respondent.	Commissioner Julie Winkler

This matter came before the Court for entry of Findings of Fact and Conclusions of Law and a Decree of Divorce, without a hearing, upon the Verified Petition for Divorce and the Stipulation and Settlement Agreement of the parties, as clarified by the Addendum to Stipulation and Settlement Agreement. The Respondent having executed an Acceptance of Service, Appearance, Consent, and Waiver, and the Court having entered its Findings of Fact and Conclusions of Law and being fully advised and good cause appearing:

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

A. Decree of Divorce: The Petitioner, Amelia White Heffernan, is awarded a Decree of Divorce from the Respondent, Scott Arthur Heffernan, dissolving the marriage of the parties on the grounds of irreconcilable differences, to become final upon signature by the Court and entry in the register of actions.

B. Stipulation Incorporated: The parties' Stipulation and Settlement Agreement, signed June 26, 2026, as clarified by the Addendum to Stipulation and Settlement Agreement, both on file with the Court, are approved, incorporated into this Decree by reference, and merged into this Decree. In the event of any conflict between this Decree and the Stipulation or Addendum, the terms of this Decree control.

FINDINGS INCORPORATED AND ORDERS

1. Residency: The Petitioner is, and for at least ninety (90) days immediately prior to the filing of this action has been, a bona fide resident of Davis County, State of Utah. Utah Code Section 81-4-402(1)(a).

2. Marriage: The parties were married on August 11, 2006 at the Salt Lake Temple, Salt Lake City, Salt Lake County, Utah.

3. Grounds: Irreconcilable differences have arisen between the parties that make continuation of the marriage impossible. Utah Code Section 81-4-405(1)(h).

4. Minor Children: The minor children of the parties are (identified by initials; full names on the confidential Non-public Information form): C.H.H., born September 18, 2010; G.C.H., born March 2, 2012; B.X.H., born June 27, 2014; and R.F.L.H., born October 26, 2018.

5. Legal Custody: The parties shall share joint legal custody of the minor children. Utah Code Section 81-9-205. Major decisions concerning the children, including education, non-emergency medical, dental, and mental-health care, religious upbringing, and extracurricular activities, shall be made jointly; in the event of disagreement, the parties shall first attempt to resolve the dispute through mediation.

6. Physical Custody: The parties shall share joint physical custody of the minor children. Utah Code Section 81-9-204. Parent-time shall be exercised under one of two schedules (the 50/50 schedule or the 60/40 schedule). The parties have elected the 60/40 schedule from the start of the 2026 school year through August 15, 2029, and shall re-evaluate the parent-time schedule through mediation every three (3) years, as set forth below and in the Stipulation.

7. Parent-Time -- 50/50 Schedule: Under the 50/50 schedule, the children shall be with the Father on Mondays and Tuesdays, with the Father delivering the children to school on Wednesday morning (or at 9:00 a.m. when school is not in session); with the Mother on Wednesdays and Thursdays, with the Mother delivering the children to school on Friday morning (or at 9:00 a.m. when school is not in session); and on alternating weekends, with each party

receiving every other weekend from Friday until Monday morning, with delivery to school (or at 9:00 a.m. when school is not in session).

8. Parent-Time -- 60/40 Schedule: Under the 60/40 schedule, the children shall be with the Mother Mondays through Fridays, with delivery to school on Friday morning (or at 9:00 a.m. when school is not in session), except that the Father shall exercise one weekday overnight each week (Wednesday, unless the parties agree otherwise) from after school (or 4:00 p.m. when school is not in session) until delivery to school the following morning (or 9:00 a.m. when school is not in session). In addition, the parties shall exercise alternating weekends, with each party receiving every other weekend from Friday until Monday morning, with delivery to school (or at 9:00 a.m. when school is not in session).

9. Triennial Election and Support Update: On or between August 1 and August 15 of every third (3rd) year (beginning on or between August 1 and August 15, 2029), the parties shall mediate to determine whether the 50/50 or the 60/40 parent-time schedule will apply for the ensuing period. Each party shall update his or her financial information, and the parties shall recalculate child support in accordance with the Utah Child Support Guidelines, by August 15, based on the schedule elected.

10. Home School District: The minor children shall remain in their current home school district.

11. Family Systems Therapy: During any period in which the 60/40 schedule is in effect, all family members shall participate in monthly family systems therapy, with the parties sharing the cost equally (50/50).

12. Children's Birthdays: The parties shall follow a family-together approach to each child's birthday, by which both parties may be present with the children for the birthday celebration by mutual arrangement. If the parties cannot agree, the holiday parent-time schedule in the Stipulation shall control.

13. Summer Parent-Time: Each party shall be awarded one two-week block of uninterrupted parent-time each summer. Each party shall provide notice of extended summer parent-time by May 1 (first-option parent) and May 15 (second-option parent) each year. The Father shall have first choice of extended summer time in odd-numbered years and the Mother in even-numbered years. If timely notice is not given, the complying parent shall have priority, all as set forth in the Stipulation.

14. Holiday Parent-Time: The parties shall alternate holiday parent-time in odd- and even-numbered years in accordance with the holiday parent-time schedule set forth in the parties' Stipulation, which is incorporated herein by reference and merged into this Decree.

15. Transportation and Exchanges: The parent who has parent-time with the children shall be responsible for transportation of the children for the exchange, delivering the children either to school or to the other parent's residence, as applicable.

16. Relocation: A party who intends to relocate shall comply with the notice and procedural requirements of Utah Code Section 81-9-209.

17. Default Schedule: To the extent a parent-time schedule is not otherwise specified, the parent-time provisions of Utah Code Section 81-9-302 (or Utah Code Section 81-9-304 for any child under five years of age) shall apply by default.

18. Child Support: The parties are both newly self-employed and have stipulated to gross monthly income of \$6,000.00 each as a good-faith estimate of their current income, imputed by stipulation pursuant to Utah Code Section 81-6-203(6)(a). Based on the Utah Child Support Guidelines (Utah Code Section 81-6-101 et seq.), the parties' stipulated incomes, four minor children, and the parent-time schedule in effect, the Respondent (Scott) shall pay to the Petitioner (Amelia) child support of \$746.00 per month while the 60/40 schedule is in effect, and approximately \$22.00 per month while the 50/50 schedule is in effect (2026 figures), payable through the Office of Recovery Services by income withholding pursuant to Utah Code Title 26B, Chapter 9, Parts 3 and 4. This award is the guideline amount for the stipulated incomes and, as an amount stipulated by the parties, meets or exceeds the base child-support award required by the Guidelines (Utah Code Section 81-6-202(9)). The amount shall be recalculated and updated in connection with each triennial review, by August 15, based on the schedule elected. The Office of Recovery Services provides services to individuals seeking assistance in the collection or enforcement of child-support orders. The Office of Recovery Services child-support worksheets for both schedules are attached.

19. Health Insurance: Each party shall obtain his or her own health insurance. The minor children shall be enrolled in the State CHIP program, with the parties equally responsible (50/50) for any associated cost, until either party's employer offers coverage for the children, at which time the children shall be enrolled in that employer-sponsored coverage. Each parent shall share equally the out-of-pocket cost of the children's portion of any premium actually paid, calculated on a per-capita basis, with the amount deducted from or added to the child support paid or owed.

20. Uninsured Medical and Other Child Expenses: Education, extracurricular, and uninsured or unreimbursed medical, dental, orthodontic, vision, and mental-health expenses for the minor children shall be shared equally (50/50) between the parties. Utah Code Section 81-6-208.

21. Work-Related Child Care: Work-related child-care expenses for the minor children, if any, shall be shared equally (50/50) between the parties, subject to the procedures and requirements of Utah Code Sections 81-6-209 and 81-6-209.5.

22. Automobile Insurance for Children: Automobile insurance for any vehicle a child drives shall be carried by whichever parent can obtain the best rate, with the parties sharing the cost equally (50/50); in the event of disagreement, the parent who owns the vehicle the child primarily drives shall carry the insurance, and the parties shall share the expense.

23. Tax Exemptions and Child Tax Credit: If all financial obligations are current, the Father may claim the minor child R.F.L.H. as a dependent for tax purposes, provided the Father requests the necessary signed documentation from the Mother by January 31 of the filing year; if the Father fails to obtain the required documentation from the Mother by February 14, the Mother may claim that child for that year. The Mother shall claim all other minor children as dependents.

24. Alimony: Each party has knowingly and voluntarily waived any claim to alimony, and no alimony is awarded to either party. The parties understand that, once this Decree awarding no alimony is entered, the Court cannot thereafter award alimony to either party.

25. Marital Residence and Property Equalization: The marital residence located at 2753 Wood Hollow Way, Bountiful, Utah 84010 is awarded to the Petitioner (Amelia), together with

the associated mortgage obligation (which is in the Petitioner's name), the marital equity being approximately \$450,000.00. After netting the parties' Final Settlement Equalization (Stipulation, Paragraph 32, as clarified by the Addendum), the Petitioner (Amelia) shall pay the Respondent (Scott) a net property-equalization payment of \$182,636.00, payable in full within thirty-six (36) months of the entry of this Decree. If any child support or child expense owed by the Respondent is not paid within 120 days of being incurred, the Petitioner may file an accounting with the Court to deduct the amount from the final property-equalization payment. The Respondent shall execute a quitclaim deed conveying to the Petitioner any interest he holds in the marital residence within thirty (30) days of entry of this Decree.

26. Vehicles: The Toyota Sienna van (value \$7,000.00, owned free and clear) is awarded to the Petitioner (Amelia). The Hyundai Elantra is awarded to the Respondent (Scott). Each party shall be solely responsible for any loan, insurance, and registration costs associated with the vehicle awarded to him or her, and the parties shall execute the documents necessary to transfer title within thirty (30) days of entry of this Decree.

27. Personal Property: The artwork, toy, and shoe collection (agreed value \$25,000.00) is awarded to the Respondent (Scott), with a \$12,500.00 credit to the Petitioner (Amelia) reflected in the net property-equalization payment. Each party shall otherwise retain the household furnishings and personal property in his or her possession, except as expressly provided in the Stipulation.

28. Retirement and Financial Accounts: The parties' retirement and financial accounts are divided as set forth in the parties' Final Settlement Equalization (Stipulation, Paragraph 32), as clarified by the Addendum, the net effect of which is reflected in the property-equalization

payment in Paragraph 25 above. In particular: the Roth Charles Schwab account (value \$29,000.00) is retained by the Respondent (Scott), who shall pay the Petitioner (Amelia) an equalization payment of \$14,500.00; and the loan from the Petitioner's father for home-related expenses (balance \$32,256.00) shall be assumed by the Petitioner (Amelia), in exchange for which the Respondent (Scott) shall pay the Petitioner an equalization payment of \$16,128.00. The Respondent shall be solely responsible for any tax attributable to the \$20,000.00 he withdrew from his own retirement account. A children's account (Chase Bank checking, ending 3592, containing approximately \$4,000.00) shall continue to be used by both parties for the children's needs, with any funds used to be replaced by both parties equally within thirty (30) days. No account is presently known to require a Qualified Domestic Relations Order (QDRO); any account that requires a QDRO to divide shall be divided pursuant to a separate QDRO prepared by the receiving party and submitted within ninety (90) days of entry of this Decree.

29. Life Insurance and Beneficiary Acknowledgment: Each party shall maintain a policy of life insurance as security for his or her support obligation. The Court acknowledges that each party has reviewed and, where appropriate, updated the beneficiary designations on any life insurance policy or annuity contract, has affirmed that those listed as beneficiaries are the intended beneficiaries after the divorce becomes final, and understands that, absent a change, the beneficiaries currently listed will receive any funds paid under the policy or contract. Utah Code Section 81-4-406(3)(d).

30. Debts: There are no remaining joint debts of the parties as of the time of filing. Each party shall be solely responsible for any personal debt incurred by that party, and neither party shall incur debt in the name of, or on the credit of, the other. Utah Code Section 15-4-6.5. Each

party shall notify his or her respective creditors or obligees of the Court's division of debts, obligations, or liabilities, and of the parties' separate current addresses, as required by Utah Code Section 15-4-6.5.

31. 36-Month Look-Back and Documentation: Any child support, tax obligation, or liability not paid by one party and covered by the other party within thirty-six (36) months of the finalization of the divorce must be documented in writing prior to the expense being paid; any such expense not repaid within thirty (30) days shall be deducted from or added to the final amount due to the other party within thirty-six (36) months.

32. Tax Matters: The parties shall file their 2025 income tax return jointly within sixty (60) days of entry of this Decree. The Respondent (Scott) shall be responsible for the tax attributable to the retirement funds he withdrew for his own use. The parties shall file their 2026 income tax returns separately.

33. Name Restoration: The Petitioner's former name, Amelia White, is hereby restored to her. Utah Code Section 81-4-406(4)(a).

34. Mandatory Courses: Both parties have completed the mandatory divorce orientation and divorce education courses required under Utah Code Sections 81-4-105 and 81-4-106, and have filed a certificate of completion of each course with the Court. Utah Code Section 81-4-406(2).

35. Retention of Jurisdiction: The Court retains continuing jurisdiction over the parties and the minor children for all purposes consistent with this Decree, including modification and enforcement.

36. Incorporation of Stipulation: The parties' Stipulation and Settlement Agreement, as clarified by the Addendum, is approved, incorporated herein by reference, and merged into this Decree. In the event of any conflict between this Decree and the Stipulation or Addendum, the terms of this Decree control.

END OF DECREE OF DIVORCE

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, the Court's signature appears at the top of the first page of this Decree.

Prepared and submitted by:

/s/ S. Mark Barnes

S. MARK BARNES (05034)

LAW OFFICES OF S. MARK BARNES PLLC dba DECREE HELP

Attorney for Petitioner (Limited Scope)