

Andrea Lee Huffaker

Name

SAFEGUARDED -

Address

-, --

City, State, Zip

Phone

-

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)

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

Andrea Lee Huffaker

(name of Petitioner)

and

Christopher Jerry Huffaker

(name of Respondent)

Other parties (if any)

Divorce Decree

264700053

Case Number

Joseph Bean

Judge

Commissioner (domestic cases)

The court decrees:

Divorce

1. Andrea Lee Huffaker is granted a divorce. Andrea Lee Huffaker testified at a on grounds and jurisdiction for divorce. The divorce will become final upon entry of the divorce decree.

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

2. **Andrea Lee Huffaker and Christopher Jerry Huffaker** 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: **Myles Troy Huffaker**

Date of Birth: **Oct 20, 2023**

b.

Child Name: **Winter Mae Huffaker**

Date of Birth: **Oct 9, 2024**

a.

Expected Date of Birth: **Apr 19, 2026**

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: **Myles Troy Huffaker**

Date of Birth: **Oct 20, 2023**

i.

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

Move-in Date: **Oct 1, 2025**

Address: **SAFEGUARDED, -, -, - - United States**

(1).

Caretaker at this address: **Andrea Huffaker**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

ii.

Move-out Date: **Oct 1, 2025**

Move-in Date: **Oct 20, 2023**

Address: **556 N Fairfield Rd, A, Layton, Utah 84041 United States**

(1).

Caretaker at this address: **Andrea Huffaker**

Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Christopher Huffaker**
Caretaker current address: **Unknown, Unknown, Utah Unknownm United States**

b.

Child Name: **Winter Mae Huffaker**
Date of Birth: **Oct 9, 2024**

i.

Move-out Date: **This is the child's current address**
Move-in Date: **Oct 1, 2025**
Address: **SAFEGUARDED, -, -, - - United States**
(1).

Caretaker at this address: **Andrea Huffaker**
Caretaker current address: **SAFEGUARDED, -, -, - - United States**

ii.

Move-out Date: **Oct 1, 2025**
Move-in Date: **Oct 9, 2024**
Address: **556 N Fairfield Rd, A, Layton, Utah 84041 United States**
(1).

Caretaker at this address: **Andrea Huffaker**
Caretaker current address: **SAFEGUARDED, -, -, - - United States**

(2).

Caretaker at this address: **Christopher Huffaker**
Caretaker current address: **Unknown, Unknown, Utah Unknownm United States**

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 **Andrea Lee Huffaker** and **Christopher Jerry Huffaker's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Andrea Lee Huffaker** and **Christopher Jerry Huffaker** 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 proposed by **Andrea Lee Huffaker**.

Children - custody

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

7. It is in the children's best interest that **Andrea Lee Huffaker** be awarded Sole Legal and Sole Physical custody **Christopher Jerry Huffaker** should have parent-time at reasonable times and places.

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

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

Children under 5 (Utah Code 81-9-304)

FOR CHILDREN UNDER 5 MONTHS OF AGE (Utah Code 81-9-304):

Weekly: Three two-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

Weekly: Three three-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

Weekly: One 8 hour visit every week and one 3 hour visit every week.

Holidays: Eight hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table, and

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, 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.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

Midweek: One weekday evening from 5:30 p.m. to 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. Friday until 7:00 p.m. Sunday.

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

Extended Parent-time: Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one week shall be uninterrupted time for the parent granted the extended parent-time;
- b. the remaining week shall be subject to weekday parent-time for the custodial parent on the same day as the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical one-week period of uninterrupted time for vacation.

Notification of extended parent-time or vacation weeks with the child shall be provided at least 30 days in advance to the custodial parent.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, 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.

FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE (81-9-304):

Midweek: One weekday evening from 5:30 - 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. on Friday until 7:00 p.m. on Sunday continuing.

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

Extended Parent-time: Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one two-week period shall be uninterrupted time for the parent granted the extended parent time;

- b. the remaining two-week period shall be subject to an equal amount of weekday parent-time that the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time for vacation.

A parent shall notify the custodial parent at least 30 days in advance of extended parent-time or vacation weeks.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, 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.

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 9:00 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 6:00 p.m. on Friday until 7:00 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 7:00 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 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial 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; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

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 Thursday. (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 Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
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
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

Holiday	Period	Noncustodial Years	Custodial 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	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	ends on December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	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	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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.		
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: Andrea Lee Huffaker is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Christopher Jerry Huffaker is the father	
Summer Break	Christopher Jerry	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	Huffaker will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Christopher Jerry Huffaker. Christopher Jerry Huffaker will have an additional two weeks of extended Summer Parent-time at the option of Christopher Jerry Huffaker, subject to weekday parent-time for Andrea Lee Huffaker, but not weekends normally exercised by Andrea Lee Huffaker. Christopher Jerry Huffaker will notify Andrea Lee Huffaker of the summer break extended parent-time by May 1 each year. Andrea Lee Huffaker will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Andrea Lee Huffaker. Andrea Lee Huffaker will notify Christopher Jerry Huffaker of the summer break		

Holiday	Period	Noncustodial Years	Custodial Years
	extended parent-time by May 15 each year. If the notification by Christopher Jerry Huffaker is not timely, Andrea Lee Huffaker may determine the schedule for extended parent-time for Christopher Jerry Huffaker, so long as Andrea Lee Huffaker 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

Holiday	Period	Noncustodial Years	Custodial 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
Andrea Lee Huffaker's Birthday	Andrea Lee Huffaker will have parent-time each year on Andrea Lee Huffaker's birthday from 3:00 p.m. until the following morning when Andrea Lee Huffaker 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		All years

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Christopher Jerry Huffaker's Birthday	Christopher Jerry Huffaker will have parent-time each year on Christopher Jerry Huffaker's birthday from 3:00 p.m. until the following morning when Christopher Jerry Huffaker 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

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 **Christopher Jerry Huffaker** picking up/dropping off the children at this address:

ABC Great Beginnings Daycare
360 Center Street
Clearfield, Utah 84015
8017737303
Abcgb@gmail.com

Transfer at end of parent-time will be by **Christopher Jerry Huffaker** picking up/dropping off the children at this address:

Clearfield Police Department
55 State Street
Clearfield, Utah 84015
(801) 525-2806
Na

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.

Education plan

13. The school the children will attend is based on **Andrea Lee Huffaker's** home residence.

14. Andrea Lee Huffaker and Christopher Jerry Huffaker has authority to check the children out of school. Andrea Lee Huffaker and Christopher Jerry Huffaker has access to the children during school. If the parents cannot agree, education decisions will be made by Andrea Lee Huffaker.

Communication with each other

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

Communication with the children

16. The parents agree they will:

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

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

- By any method

Records and information sharing

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

Travel by the children

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

20. If the children will be travelling for more than 1 days, the parent arranging the travel will notify the other parent at least 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 more than 149 miles 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.

- 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.
- 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 more than 149 miles 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)

- in years ending in odd number, the minor children will spend the following

holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until 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. the entire winter school break period; and
 - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned 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 the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
 - 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 Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.
- e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

24. 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 shared equally.

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.

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 (Andrea Lee Huffaker) (Utah Code 81-6-203)

27. **Andrea Lee Huffaker's** gross monthly income for child support purposes is **\$2221**.

Andrea Lee Huffaker base child support amount using the **sole** custody calculation is

\$704. **Andrea Lee Huffaker** receives the following gross monthly income:

- a. **Andrea Lee Huffaker** is employed at **Amazon**. **Andrea Lee Huffaker** earns **\$2221** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Christopher Jerry Huffaker) (Utah Code 81-6-203)

28. **Christopher Jerry Huffaker's** gross monthly income for child support purposes is

\$4818. **Christopher Jerry Huffaker** receives the following gross monthly income:

- a. **Christopher Jerry Huffaker** is employed at **Renewal By Andersen**. **Christopher Jerry Huffaker** earns **\$4818** gross (pre-tax) monthly income working a 40-hour a week job or less.
- b. **Christopher Jerry Huffaker** is ordered to pay **\$45.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

29. The adjusted gross monthly income for **Christopher Jerry Huffaker** is **\$4773**.

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

30. It is in the best interest of the children that **Christopher Jerry Huffaker** be ordered to pay child support to **Andrea Lee Huffaker** as follows:

- a. **\$1,089.00** per month base support. This amount complies with the Utah Child Support Act.

31. 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.

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

Andrea Lee Huffaker's base child support amount is **\$704** per month.

Christopher Jerry Huffaker's base child support amount is **\$1090** per month.

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

- The parent owing support must pay the support amount to whomever has physical custody of the child.

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

Child support reduction for extended parent-time

33. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

34. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

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

- a. Withheld income will be sent to the Office of Recovery Services (ORS) until all past-due support is paid. Child support payments will be sent to:
2540 Washington Blvd., 7th Floor Ogden, Utah 84401
unless ORS gives notice that payments should be sent elsewhere.

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

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

38. **Christopher Jerry Huffaker** will pay any ORS fees. If **Andrea Lee Huffaker** is the ORS applicant and the fees are withheld from payments to **Andrea Lee Huffaker**, **Christopher Jerry Huffaker** will reimburse **Andrea Lee Huffaker**.

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

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

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

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

306.2).

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

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

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

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines.

The difference may not be temporary.

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

42. 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

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

a. **Winter Mae Huffaker**

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

b. **Myles Troy Huffaker**

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

45. 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),

46. **Andrea Lee Huffaker** 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:
 - **Andrea Lee Huffaker's** insurance will be primary coverage.
 - **Christopher Jerry Huffaker'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:
 - **Andrea Lee Huffaker's** spouse's insurance will be primary coverage.
 - **Christopher Jerry Huffaker'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)

47. 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))

48. 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)

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

Debts

50. 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

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

Alimony

Andrea Lee Huffaker's Financial Need

52. **Andrea Lee Huffaker's** net income (after taxes) is **\$2,911.83** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 2220.83	
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)	\$ 781
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$ 0
Temporary Assistance for Needy Families (TANF), etc.	
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	\$ 3001.83

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 5
State Income Tax	\$ 25
Municipal Income Tax	\$ 0
FICA	\$ 50

Medicare

\$ 10

53. **Andrea Lee Huffaker's** ability to earn is limited for the following reasons:
a. caring for child of the **Christopher Jerry Huffaker**
54. **Andrea Lee Huffaker** has taken these reasonable efforts to improve their employment situation:
b. **Full time mom of 5 kids, also expecting another kid soon.**
55. **Andrea Lee Huffaker** faces these reasonable barriers to improving their employment situation:
c. **Na**
56. **Andrea Lee Huffaker** will be receiving per month in child support in this case.
57. **Andrea Lee Huffaker's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 2200
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	\$ 300
Clothing	\$ 0
Automobile payments	\$ 690
Automobile insurance	\$ 225
Automobile fuel	\$ 200
Automobile maintenance	\$ 10
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 300
Telephone	\$ 50
Paid television, cable, satellite	\$ 0
Internet	\$ 30
Credit card payments	

	\$ 0	
Loans and other debt	\$ 0	
payments		
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 0	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other	\$ 0	
insurance		
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other	\$ 0	
Other	\$ 0	
Total current monthly expenses		\$4005

58. **Andrea Lee Huffaker**'s marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage \$ 1190

Real estate taxes (if not\$ 0
 included in mortgage) _____
 Real estate insurance (if not\$ 0
 included in mortgage) _____
 Real estate maintenance\$ 0 _____
 Food and household\$ 0
 supplies _____
 Clothing\$ 0 _____
 Automobile payments\$ 690 _____
 Automobile insurance\$ 0 _____
 Automobile fuel\$ 200 _____
 Automobile maintenance\$ 10 _____
 Other transportation costs\$ 0 _____
 (public transportation,
 parking, etc.) _____
 Utilities (such as electricity,\$ 0
 gas, water, sewer, garbage) _____
 Telephone\$ 50 _____
 Paid television, cable,\$ 0
 satellite _____
 Internet\$ 30 _____
 Credit card payments\$ 0 _____
 Loans and other debt\$ 0
 payments _____
 Alimony from previous\$ 0
 marriages _____
 Child support\$ 0 _____
 Child care\$ 0 _____
 Extracurricular activities for\$ 0
 children _____
 Education (children)\$ 0 _____
 Education (self)\$ 0 _____
 Health care insurance\$ 0 _____
 Health care expenses\$ 0
 (excluding insurance listed _____

	above)	
Other		\$ 0
insurance		
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses		\$2170

59. The difference between **Andrea Lee Huffaker's** monthly net income (including child support) and monthly expenses is **\$1,093.17** based on **current** expenses. This is **Andrea Lee Huffaker's** monthly financial need.

Christopher Jerry Huffaker's Ability To Pay

60. **Christopher Jerry Huffaker's** net income (after taxes) is **\$4,467.50** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 4817.5
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k),	\$ 0

IRA, etc.)	
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	\$ 4817.5
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Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 100

State Income Tax	\$ 200
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 50

61. **Christopher Jerry Huffaker** will be paying per month in child support in this case.
 62. **Christopher Jerry Huffaker'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	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 100
Automobile maintenance	\$ 10
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 100
Paid television, cable, satellite	\$ 50
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0

Child support	\$ 45	
Child care	\$ 0	
Extracurricular activities for children	\$ 0	
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 100	
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.)	\$ 50	
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses		\$455

63. The difference between **Christopher Jerry Huffaker's** monthly net income and monthly expenses (including child support) is **\$4,012.50**. This is **Christopher Jerry Huffaker's** ability to pay alimony each month.

64. **Christopher Jerry Huffaker** and **Andrea Lee Huffaker** have been married for **2** years and **4** months.

65. The value of real property during the marriage is **\$0.00**

66. The value of personal property during the marriage is **\$0.00**.

Alimony Payment

67. **Christopher Jerry Huffaker** will pay **Andrea Lee Huffaker** **\$1,093.17** in alimony

each month.

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

69. The payment schedule will be:

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

70. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.

71. **Christopher Jerry Huffaker's** alimony obligation will end the earliest of the following:

- 2 years and 4 months.
- If **Andrea Lee Huffaker** dies.
- If **Andrea Lee Huffaker** remarries.
- If **Andrea Lee Huffaker** cohabits. Cohabitation must be proven in court before **Christopher Jerry Huffaker** stops paying alimony.

Retirement money

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

Duty to sign documents

73. 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)

Name after divorce

74. **Andrea Lee Huffaker** changed **her** name when the parties married. **Andrea Lee Huffaker's** name will be **Andrea Lee Propst** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

9-21-26
Date

Signature

► Joseph M. Dean

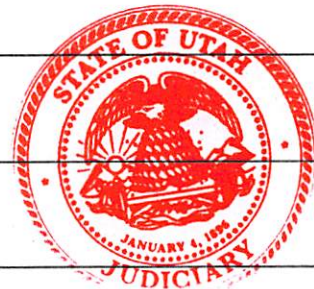
Judge

Signature

► _____

_____ Date

Commissioner





Approved as to Form.

Other Party
Signature ►

Other Party
Name Christopher Jerry Huffaker

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: **Christopher Jerry Huffaker**
Method of service: **Email**
Address: **chrishuffaker592@gmail.com**
Date of Service: **Apr 6, 2026**

04/06/2026

Date

Signature ►

Andrea Lee Huffaker

Printed
Name

Andrea Lee Huffaker