Crystal Lynn Porter
Name
4901 W 650 N
Address
West Point, Utah 84015
City, State, Zip
N/A
Phone
crystalsmalley0302@gmail.com
Email

In the District Court of Utah
SECOND Judicial District DAVIS County
Court Address 800 WEST STATE STREET, P. O. BOX 769, FARMINGTON, UT, 84025

In the Matter of (select one)	Amended **Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	264701404 Case Number David Williams Judge
Crystal Lynn Porter (name of Petitioner) and Adam Lee Porter (name of Respondent)	Commissioner (domestic cases)
Other parties (if any)	

The court decrees:

Divorce

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

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

2. **Crystal Lynn Porter** and **Adam Lee Porter** 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

NDP born 03/2018

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: **NDP born 03/2018**
i.
Move-out Date: **Dec 1, 2026**
Move-in Date: **May 1, 2020**
Address: **4901 W 650 N, West Point, Utah 84015 United States**
(1).
Caretaker at this address: **Adam Porter, Crystal Porter**
Caretaker current address: **4901 W 650 N, West Point, Utah 84015 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 **Crystal Lynn Porter** and **Adam Lee Porter**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Crystal Lynn Porter** and **Adam Lee Porter** 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 **Crystal Lynn Porter** and **Adam Lee Porter**.

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. **Crystal Lynn Porter** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Crystal Lynn Porter**'s home **183** overnights each year and in **Adam Lee Porter**'s home **182** overnights each year.

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	Will reside with
1	Monday	Crystal Lynn Porter
1	Tuesday	Crystal Lynn Porter
1	Wednesday	Adam Lee Porter
1	Thursday	Adam Lee Porter
1	Friday	Crystal Lynn Porter
1	Saturday	Crystal Lynn Porter
1	Sunday	Crystal Lynn Porter
2	Monday	Crystal Lynn Porter
2	Tuesday	Crystal Lynn Porter
2	Wednesday	Adam Lee Porter
2	Thursday	Adam Lee Porter
2	Friday	Adam Lee Porter
2	Saturday	Adam Lee Porter
2	Sunday	Adam Lee Porter

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	Adam Lee Porter	Crystal Lynn Porter
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Adam Lee Porter is the mother or other parent designated Mother's Day in the order.	All years if Crystal Lynn Porter is the mother or other parent designated Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Adam Lee Porter is the father or other parent designated Father's Day in the order.	All years if Crystal Lynn Porter is the father or other parent designated Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or	Odd years	Even years

Holiday	Period	Adam Lee Porter	Crystal Lynn Porter
	(b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Parent-time transfers

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 **Crystal Lynn Porter**'s home residence.

16. Crystal Lynn Porter and Adam Lee Porter has authority to check the children out of school. Crystal Lynn Porter and Adam Lee Porter has access to the children during school. If the parents cannot agree, education decisions will be made by Crystal Lynn Porter.

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 **3** 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

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

24. Other terms about child care: **Spoken about in advance between parents**

Relocation of a parent (Utah Code 81-9-209)

25. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

26. If either parent lives 150 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or (B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the

children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

27. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

28. 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.

29. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

30. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

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

31. 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 (Crystal Lynn Porter) (Utah Code 81-6-203)

32. **Crystal Lynn Porter's** gross monthly income for child support purposes is **$5663**. **Crystal Lynn Porter** receives the following gross monthly income:

a. **Crystal Lynn Porter** is employed at **America First Credit Union**. **Crystal Lynn Porter** earns **$5662.8** gross (pre-tax) monthly income working a 40-hour a week job or less.

33. The adjusted gross monthly income for **Crystal Lynn Porter** is $**5663**.

Income: Respondent (Adam Lee Porter) (Utah Code 81-6-203)

34. **Adam Lee Porter's** gross monthly income for child support purposes is $**13989. Adam Lee Porter** receives the following gross monthly income:

a. **Adam Lee Porter** is employed at **Floord and Decor**. **Adam Lee Porter** earns **$13988.83** gross (pre-tax) monthly income working a 40-hour a week job or less.

35. The adjusted gross monthly income for **Adam Lee Porter** is $**13989**.

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

36. It is in the best interest of the children that **Adam Lee Porter** be ordered to pay child support to **Crystal Lynn Porter** as follows:

a.**$349.00** per month base support. This amount complies with the Utah Child Support Act.

37. 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.

38. The **joint** custody worksheet was used to calculate child support.

Child support reduction for extended parent-time

39. 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.

40. 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.

41. Child support will be paid as follows:

Deposit into Crystal Lynn Porter's checking account

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

43. **Crystal Lynn Porter** and **Adam Lee Porter** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Crystal Lynn Porter**, **Adam Lee Porter** will reimburse **Crystal Lynn Porter** for half the fee.

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

45. 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

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

47. **Adam Lee Porter** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Crystal Lynn Porter** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

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

49. **Adam Lee Porter** 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:

- **Adam Lee Porter's** insurance will be primary coverage.
- **Crystal Lynn Porter'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:

- **Adam Lee Porter's** spouse's insurance will be primary coverage.
- **Crystal Lynn Porter'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)

50. 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))

51. 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)

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

Vehicles

53. Vehicles will be divided as follows:

a.
Year: **2021**
Make: **Ford**
Model: **F150**
VIN: **N/A**
Owner (before divorce): **Adam Porter, Crystal Porter**
Current value: **$11,710.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelley Blue Book**
Ownership After Divorce: **Adam Lee Porter**
Loan: **N/A**

b.
Year: **2017**
Make: **Volkswagen**
Model: **Passat**
VIN: **N/A**
Owner (before divorce): **Crystal Porter**
Current value: **$4,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelley Blue Book**
Ownership After Divorce: **Crystal Lynn Porter**
Loan: **N/A**

Bank and credit union accounts

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

a.
Account Number: **2873**
Account Type: **Checking**
Institution Name: **America First Credit Union**
Address: **1344 W 4675 S, Riverdale, UT 84405**
Date Opened: **N/A**
Balance (US Dollars): **$68.55**
Estimated: **no**
Owner: **Crystal Lynn Porter and Adam Lee Porter**
Co-Owner(s): **N/A**
Divide as follows: **The funds available at the time we both move out of the marital home will be split evenly.**

b.
Account Number: **2873**
Account Type: **Share Savings**
Institution Name: **America First Credit Union**
Address: **1344 W 4675 S, Riverdale, UT 84405**
Date Opened: **N/A**
Balance (US Dollars): **$2,273.39**
Estimated: **no**
Owner: **Crystal Lynn Porter and Adam Lee Porter**
Co-Owner(s): **N/A**
Divide as follows: **The funds available at the time we both move out of the marital home will be split evenly.**

c.
Account Number: **2873**
Account Type: **Money Market**
Institution Name: **America First Credit Union**
Address: **1344 W 4675 S, Riverdale, UT 84405**
Date Opened: **N/A**
Balance (US Dollars): **$400.00**
Estimated: **no**
Owner: **Crystal Lynn Porter and Adam Lee Porter**
Co-Owner(s): **N/A**
Divide as follows: **The funds available at the time we both move out of the marital home will be split evenly.**

Stock, bond, securities, or money market fund accounts

55. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.
Account Number: **6353**
Account Type: **Stocks**
Instituition Name: **UBS**
Address: **95 State St, Suite 2210, Salt lake City, UT 84111**
Date Opened: **N/A**
Balance (US Dollars): **$26,617.00**
Estimated: **yes**
Estimation basis: **Current balances**
Owner: **Adam Lee Porter**
Co-Owner(s): **N/A**
Divide as follows: **Adam Lee Porter should be awarded the entire balance of $26,617.00 from this money.**

Debts

56. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.
Account Number: **9336**
Institution Name: **America First Credit Union**
Address: **PO Box 9199, Ogden, UT 84409**
Amount owed on debt (in US Dollars): **$5,200.00**
Minimum Monthly Payment (in US Dollars): **$120.00**
Owner: **Crystal Porter**
Estimation Basis: **current balances**
The debt will be paid as follows: **This debt should be paid off with proceeds from the sale of the marital home. Should there not be enough proceeds to pay this debt, it should be split equally.**

b.
Account Number: **2795**
Institution Name: **Capital One**
Address: **N/A**
Amount owed on debt (in US Dollars): **$10,499.87**

Minimum Monthly Payment (in US Dollars): **$334.00**
Owner: **Crystal Smalley**
Estimation Basis: **Based on most recent payment made to account.**
The debt will be paid as follows: **This debt should be paid with proceeds from the sale of the marital home. Should there not be enough proceeds to pay this debt, it will be split equally.**

Installment Loan Debt

a.
Account Number: **2873**
Institution Name: **America First Credit Union**
Address: **PO Box 9199, Ogden, UT 84405**
Amount owed on debt (in US Dollars): **$27,047.00**
Minimum Monthly Payment (in US Dollars): **$282.09**
Owner: **Crystal Porter, Adam Porter**
The debt will be paid as follows: **Crystal Lynn Porter will pay half of the debt. Adam Lee Porter will pay half of the debt. Crystal Lynn Porter will provide a copy of the divorce decree to the lender.**

Other Debt

a.
Account Number: **2873**
Institution Name: **America First Credit Union**
Address: **PO Box 9199, Ogden, UT 84405**
Amount owed on debt (in US Dollars): **$3,391.55**
Minimum Monthly Payment (in US Dollars): **$78.54**
Owner: **Adam Porter, Ryan Porter**
The debt will be paid as follows: **Adam Lee Porter will pay the entire debt. Crystal Lynn Porter will provide a copy of the divorce decree to the lender.**

b.
Account Number: **9434**
Institution Name: **NeInet**
Address: **121 S 13th St, Lincoln, NE 68508**
Amount owed on debt (in US Dollars): **$48,709.35**
Minimum Monthly Payment (in US Dollars): **$195.34**
Owner: **Crystal Porter**
The debt will be paid as follows: **Crystal Lynn Porter will pay the entire debt. Crystal Lynn Porter will provide a copy of the divorce decree to the lender.**

c.

Account Number: **1111**
Institution Name: **NelNet**
Address: **PO Box 82561, Lincoln NE 68501-2561**
Amount owed on debt (in US Dollars): **$4,500.00**
Minimum Monthly Payment (in US Dollars): **$83.52**
Owner: **Adam Porter**
Estimation Basis: **Estimated current balance, payment is accurate.**
The debt will be paid as follows: **Adam Lee Porter will pay the entire debt. Adam Lee Porter will provide a copy of the divorce decree to the lender.**

Real property

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

a.
Description: **House**
Address: **4901 W 650 N, West Point, Davis, Utah 84015 United States**
Tax ID: **14-149-0021**
Legal Description: **Lot 21, BINGHAM ESTATES PHASE SUBDIVISION, according to the Official Plat thereof as recorded in the office of the Davis County Recorder, State of Utah.**
Date property acquired: **May 1, 2020**
Names on title: **Adam Porter and Crystal Porter FKA Crystal Smalley**
Original cost: **$383,341**
Current value: **$615,000.00**
Property values estimated: **no**
Disposal: **This property will be sold as follows:**
Until the property is sold, Crystal Lynn Porter and Adam Lee Porter will have equal use and possession of this property. Crystal Lynn Porter and Adam Lee Porter will be equally responsible for payments, taxes, and insurance until the property is sold.
The proceeds of the sale will be applied as follows:
(i) First, pay expenses of sale.
(ii) Second, pay all mortgages and liens. If there is money still owed on mortgages and liens, the parties will each be responsible for one half of each payment.
(iii) Third, pay all marital debts and obligations.
(iv) Finally, divide any remaining balance equally between the parties.
i.
Creditor: **Primary Residential Mortgage, Inc., PO Box 957, Hurricane, Utah, 84737**
Names on mortgage: **Adam Porter**

Date mortgage acquired: **May 1, 2020**
Mortgage balance: **$333,686.77**
Monthly payment: **$1,927.67**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **We are selling this home, but until that is finalized we will remain in the home and pay the debt together. Crystal Lynn Porter will provide a copy of the divorce decree to the lender.**

ii.
Creditor: **America First Credit Union, PO Box 9199, Ogden, Utah, 84409**
Names on mortgage: **Crystal Porter, Adam Porter**
Date mortgage acquired: **Jun 23, 2025**
Mortgage balance: **$210,700.73**
Monthly payment: **$2,613.71**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **This lien will be paid off with the sale of the home. But until such time, the payment will be made by both parties. Crystal Lynn Porter will provide a copy of the divorce decree to the lender.**

Alimony

58. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

59. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

60. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.
Account Number: **0001**
Plan Name: **401(k)**

Plan Administrator: **Empower Retirement, LLC**
Company Name: **America First Credit Union**
Address: **8515 E Orchard Road, Greenwood Village, CO 80111**
Date Opened: **Mar 1, 2024**
Plan Value: **$12809.4**
This plan is in the name of: **Crystal Lynn Porter**
Divide as follows: **The entire account should be awarded to Crystal Lynn Porter.**

b.

Account Number: **0001**
Plan Name: **401(k)**
Plan Administrator: **TransAmerica**
Company Name: **Floor and Decor Outlets of America, Inc.**
Address: **4333 Edgewood Road NE, Mail Drop 0001, Cedar Rapids, IA 52499**
Date Opened: **Nov 1, 2018**
Plan Value: **$84522.91**
This plan is in the name of: **Adam Lee Porter**
Divide as follows: **The reitrement money should be awarded by dollar amount. Crystal Lynn Porter should be awarded $20000 and Adam Lee Porter should be awarded $64522.91. Adam Lee Porter should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 365 days after the divorce decree is entered.**

Duty to sign documents

61. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

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

11/2/2026
Date

Signature ►

Judge Williams

Date

Signature ► _____

Commissioner _____

Approved as to Form.

Other Party Signature ► 

Other Party Name Adam Lee Porter

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: **Adam Lee Porter**
Method of service: **Email**
Address: **2ndwilliamsteam@utcourts.gov**
Date of Service: **Oct 30, 2026**

10/30/2026
Date

Signature ► Crystal Lynn Porter

Printed Name Crystal Lynn Porter