

Kelli Ann Atwood  
Name  
6936 Bear Springs Cir  
Address  
Morgan, Utah 84050  
City, State, Zip  
702-374-9456  
Phone  
katwood1@me.com  
Email

In the Court of Utah

SECOND Judicial District MORGAN County

Court Address 48 WEST YOUNG STREET, MORGAN, UT 84050

<p>In the Matter of (select one)</p> <p><input checked="" type="checkbox"/> the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)</p> <p>Kelli Ann Atwood (name of Petitioner)</p> <p>and</p> <p>Aaron Moody Atwood (name of Respondent)</p> <p>Other parties (if any)</p>	<p><b>Divorce Decree</b></p> <p>264500016DA Case Number</p> <p>Russell Judge</p> <p>Commissioner (domestic cases)</p>
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The court decrees:

**Divorce**

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

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

2. **Kelli Ann Atwood and Aaron Moody Atwood** 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: **Alexus Lynn Atwood**

Date of Birth: **Nov 10, 2010**

b.

Child Name: **Brighton Hal Atwood**

Date of Birth: **Oct 5, 2012**

c.

Child Name: **Avery Morgan Atwood**

Date of Birth: **Sep 2, 2015**

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: **Alexus Lynn Atwood**

Date of Birth: **Nov 10, 2010**

i.

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

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

Address: **6936 Bear Springs Cir, Morgan, Utah 84050 United States**

(1).

Caretaker at this address: **Kelli**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050**

**United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada**

**89012 United States**

ii.

Move-out Date: **Apr 15, 2025**

Move-in Date: **Aug 15, 2023**

Address: **3440 Greenfield Cir, Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050**

**United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada**

**89012 United States**

iii.

Move-out Date: **Aug 15, 2023**

Move-in Date: **Apr 1, 2023**

Address: **4186 Summer Ridge Rd. , Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050**

**United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada**

**89012 United States**

b.

Child Name: **Brighton Hal Atwood**

Date of Birth: **Oct 5, 2012**

i.

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

Move-in Date: **Apr 15, 2025**

Address: **6936 Bear Springs Cir, Morgan, Utah 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050**

**United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada  
89012 United States**

ii.

Move-out Date: **Apr 15, 2025**

Move-in Date: **Aug 15, 2023**

Address: **3440 Greenfield Cir, Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050  
United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada  
89012 United States**

iii.

Move-out Date: **Aug 15, 2023**

Move-in Date: **Apr 1, 2023**

Address: **4186 Summer Ridge Rd, Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050  
United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada  
89012 United States**

iv.

Move-out Date: **Apr 1, 2023**

Move-in Date: **Oct 31, 2021**

Address: **5937 Fairfield Dr, Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050  
United States**

(2).

Caretaker at this address: **N/A**  
Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada  
89012 United States**

c.

Child Name: **Avery Morgan Atwood**  
Date of Birth: **Sep 2, 2015**

i.

Move-out Date: **This is the child's current address**  
Move-in Date: **Apr 15, 2025**  
Address: **6936 Bear Springs Cir, Morgan, Utah 84050 United States**

(1).

Caretaker at this address: **N/A**  
Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050  
United States**

(2).

Caretaker at this address: **N/A**  
Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada  
89012 United States**

ii.

Move-out Date: **Apr 15, 2025**  
Move-in Date: **Aug 15, 2023**  
Address: **3440 Greenfield Cir, Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**  
Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050  
United States**

(2).

Caretaker at this address: **N/A**  
Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada  
89012 United States**

iii.

Move-out Date: **Aug 15, 2023**  
Move-in Date: **Apr 1, 2023**  
Address: **4186 Summer Ridge Rd, Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050 United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada 89012 United States**

iv.

Move-out Date: **Apr 1, 2023**

Move-in Date: **Oct 31, 2021**

Address: **5937 Fairfield Dr, Morgan, UT 84050 United States**

(1).

Caretaker at this address: **N/A**

Caretaker current address: **6936 Bear Springs Cir, Morgan, Utah 84050 United States**

(2).

Caretaker at this address: **N/A**

Caretaker current address: **186 Mount Earl Ave, Henderson, Nevada 89012 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 **Kelli Ann Atwood** and **Aaron Moody Atwood**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Kelli Ann Atwood** and **Aaron Moody Atwood** 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 **Kelli Ann Atwood** and **Aaron Moody Atwood**.

### 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 Custody and that **Kelli Ann Atwood** be awarded Sole Physical custody. **Aaron Moody Atwood** should have parent-time at reasonable times and places. **Kelli Ann Atwood** is filing this Parenting Plan and verifies the plan is filed in good faith.

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

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

### **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 Friday.** (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
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	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
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

Holiday	Period	Noncustodial Years	Custodial 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 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.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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: Kelli Ann Atwood 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: Aaron Moody Atwood is the father	
Summer Break	Aaron Moody Atwood will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Aaron Moody Atwood. Aaron Moody	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
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Atwood will have an additional two weeks of extended Summer Parent-time at the option of Aaron Moody Atwood, subject to weekday parent-time for Kelli Ann Atwood, but not weekends normally exercised by Kelli Ann Atwood. Aaron Moody Atwood will notify Kelli Ann Atwood of the summer break extended parent-time by May 1 each year. Kelli Ann Atwood will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Kelli Ann Atwood. Kelli Ann Atwood will notify Aaron Moody Atwood of the summer break extended parent-time by May 15 each year. If the notification by Aaron Moody Atwood is not timely, Kelli Ann Atwood may determine the schedule for extended parent-time for Aaron Moody Atwood, so long as Kelli Ann Atwood has provided timely notice. If neither

Holiday	Period	Noncustodial Years	Custodial Years
	parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	child's birthday.		
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
Kelli Ann Atwood's Birthday	Kelli Ann Atwood will have parent-time each year on Kelli Ann Atwood's birthday from 3:00 p.m. until the following morning when Kelli Ann Atwood 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
Aaron Moody Atwood's Birthday	Aaron Moody Atwood will have parent-time each year on Aaron Moody Atwood's birthday from 3:00 p.m.	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	<p>until the following morning when Aaron Moody Atwood 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.</p>		

### **Parent-time transfers**

10. 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**

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.



**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

13. The school the children will attend is based on **Kelli Ann Atwood's** home residence.

14. Kelli Ann Atwood and Aaron Moody Atwood has authority to check the children out of school. Kelli Ann Atwood and Aaron Moody Atwood has access to the children during school. If the parents cannot agree, education decisions will be made by Kelli Ann Atwood.

### 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 **2** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **15** 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 relative, friend, or neighbor.

## Relocation of a parent

22. Neither parent may relocate with the minor children more than **55** miles from their current residence without a written agreement signed by the parties or further court order.

23. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**

24. 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.

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

## Resolving disputes

26. 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.

# END OF PARENTING PLAN

Income: Petitioner (Kelli Ann Atwood) (Utah Code 81-6-203)

27. **Kelli Ann Atwood's** gross monthly income for child support purposes is **\$1257**.

**Kelli Ann Atwood** base child support amount using the **sole** custody calculation is **\$226**.

**Kelli Ann Atwood** receives the following gross monthly income:

- a. **Kelli Ann Atwood** does not have any countable income from any source.
- b. **Kelli Ann Atwood** has no recent work history. The court should consider **Kelli Ann Atwood's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. The adjusted gross monthly income for **Kelli Ann Atwood** is **\$1257**.

Income: Respondent (Aaron Moody Atwood) (Utah Code 81-6-203)

28. **Aaron Moody Atwood's** gross monthly income for child support purposes is **\$38333**. **Aaron Moody Atwood** receives the following gross monthly income:

a. **Aaron Moody Atwood** is employed at **Atwood Urgent Dental Care, PLLC**. **Aaron Moody Atwood** earns **\$33333** gross (pre-tax) monthly income working a 40-hour a week job or less.

29. The adjusted gross monthly income for **Aaron Moody Atwood** is **\$38333**.

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

30. It is in the best interest of the children that **Aaron Moody Atwood** be ordered to pay child support to **Kelli Ann Atwood** as follows:

a. **\$5,761.00** 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.

**Kelli Ann Atwood's** base child support amount is **\$226** per month.

**Aaron Moody Atwood's** base child support amount is **\$5761** 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. Child support will be paid as follows:

### **ACH payment**

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

37. **Kelli Ann Atwood** and **Aaron Moody Atwood** will each pay half of any ORS fee.
- a. If a fee is withheld from payments to **Kelli Ann Atwood**, **Aaron Moody Atwood** will reimburse **Kelli Ann Atwood** for half the fee.
38. The parties must notify each other within 30 days of any change in their income.
39. 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).
40. 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))

41. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

## Dependent children for tax purposes

42. **Aaron Moody Atwood** may claim the parties' children as dependents/exemptions for tax purposes.

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

43. 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),

44. **n/a** 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:

- **Aaron Moody Atwood's** insurance will be primary coverage.
- **Kelli Ann Atwood'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:

- **Aaron Moody Atwood's** spouse's insurance will be primary coverage.
- **Kelli Ann Atwood'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)

45. 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))**

46. 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)**

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

**Vehicles**

48. Vehicles will be divided as follows:

a.

Year: **2022**

Make: **Chrysler**

Model: **Pacifica**

VIN: **2C4Rc1I73nr207377**

Owner (before divorce): **Kelli Atwood**

Current value: **\$16,940.00**

Amounts Estimated: **no**

Ownership After Divorce: **Kelli Ann Atwood**

i.

Lender: **Ally**

Address: **PO Box 71119, Charlotte, NC 28272-1119**

Date Acquired: **N/A**

Amount Owed: **\$28,903.24**

Amounts Estimated: **no**

Monthly Payment: **\$786.55**

The debt will be paid as follows: **Kelli Ann Atwood will pay the entire debt.**

**Kelli Ann Atwood will provide a copy of the divorce decree to the lender.**

b.

Year: **2020**

Make: **Chevy**

Model: **Silverado**

VIN: **1GC4YUEY0LF346941**

Owner (before divorce): **Aaron Atwood**

Current value: **\$46,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Aaron Moody Atwood**

I.

Lender: **America First Credit Union**  
Address: **PO Box 9199, Ogden UT 84409**  
Date Acquired: **N/A**  
Amount Owed: **\$40,000.00**  
Amounts Estimated: **yes**  
Basis of Estimation: **last available statement**  
Monthly Payment: **\$1,000.00**

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

C.

Year: **2021**  
Make: **Jeep**  
Model: **Wrangler**  
VIN: **1C4HJXDG6MW869527**  
Owner (before divorce): **Aaron Atwood**  
Current value: **\$24,000.00**  
Amounts Estimated: **no**  
Ownership After Divorce: **Aaron Moody Atwood**

I.

Lender: **Chrysler Capital**  
Address: **PO Box 660335, Dallas, TX 75266-0335**  
Date Acquired: **N/A**  
Amount Owed: **\$45,000.00**  
Amounts Estimated: **yes**  
Basis of Estimation: **last available statement**  
Monthly Payment: **\$1,549.39**

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

d.

Year: **2021**  
Make: **Jeep**  
Model: **Gladiator**  
VIN: **1C6JJTAG9ML599801**  
Owner (before divorce): **Aaron Atwood**  
Current value: **\$26,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Aaron Moody Atwood**

I.

Lender: **America First Credit Union**

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

Date Acquired: **N/A**

Amount Owed: **\$45,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **last available statement**

Monthly Payment: **\$977.58**

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

e.

Year: **2021**

Make: **Birkshire**

Model: **Birkshire**

VIN: **N/A**

Owner (before divorce): **Aaron Atwood**

Current value: **\$200,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **best guess**

Ownership After Divorce: **Kelli Ann Atwood**

I.

Lender: **Bank of America**

Address: **100 N Tryon Street, Charlotte, NC 28255**

Date Acquired: **N/A**

Amount Owed: **\$250,500.00**

Amounts Estimated: **yes**

Basis of Estimation: **Best guess**

Monthly Payment: **\$1,850.00**

The debt will be paid as follows: **Aaron Moody Atwood will pay the entire debt. Kelli Ann Atwood will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

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

a.

Account Number: **6617**

Account Type: **checking**



Institution Name: **Chase**  
Address: **1111 Polaris Parkway, Columbus, OH 43240**  
Date Opened: **N/A**  
Balance (US Dollars): **\$25,000.00**  
Estimated: **yes**  
Estimation basis: **recent statement**  
Owner: **Kelli Ann Atwood and Aaron Moody Atwood**  
Co-Owner(s): **N/A**  
Divide as follows: **Aaron Moody Atwood should be awarded the entire balance of \$25,000.00 from this money.**

b.

Account Number: **7796**  
Account Type: **checking**  
Institution Name: **Chase**  
Address: **1111 Polaris Parkway, Columbus, OH 43240**  
Date Opened: **N/A**  
Balance (US Dollars): **\$10,000.00**  
Estimated: **yes**  
Estimation basis: **current statements**  
Owner: **Kelli Ann Atwood and Aaron Moody Atwood**  
Co-Owner(s): **N/A**  
Divide as follows: **Aaron Moody Atwood should be awarded the entire balance of \$10,000.00 from this money.**

c.

Account Number: **8309**  
Account Type: **checking**  
Institution Name: **Chase**  
Address: **1111 Polaris Parkway, Columbus, OH 43240**  
Date Opened: **N/A**  
Balance (US Dollars): **\$6,000.00**  
Estimated: **yes**  
Estimation basis: **current bank statements**  
Owner: **Kelli Ann Atwood and Aaron Moody Atwood**  
Co-Owner(s): **N/A**  
Divide as follows: **Aaron Moody Atwood should be awarded the entire balance of \$6,000.00 from this money.**

d.

Account Number: **6777**

Account Type: **Checking**

Institution Name: **Chase**

Address: **1111 Polaris Parkway, Columbus, OH 43240**

Date Opened: **N/A**

Balance (US Dollars): **\$4,000.00**

Estimated: **yes**

Estimation basis: **current statements**

Owner: **Kelli Ann Atwood and Aaron Moody Atwood**

Co-Owner(s): **N/A**

Divide as follows: **Aaron Moody Atwood should be awarded the entire balance of \$4,000.00 from this money.**

Life insurance policies owned by Kelli Ann Atwood

50. The life insurance policies owned by Kelli Ann Atwood will be divided as follows:

a.

Account Number: **1247**

Account Type: **N/A**

Institution Name: **New York Life**

Address: **51 Madison Avenue, New York, NY 10010**

Date Opened: **N/A**

Balance (US Dollars): **\$17,000.00**

Estimated: **no**

Owner: **N/A**

Co-Owner(s): **N/A**

Divide as follows: **Aaron Moody Atwood should be awarded the entire balance of \$17,000.00 from this money.**

b.

Account Number: **8440**

Institution Name: **Northwestern Mutual**

Address: **720 E Wisconsin Ave, Milwaukee, WI 53202**

Date Opened: **N/A**

Balance (US Dollars): **\$16,413.00**

Estimated: **no**

Owner: **N/A**

Divide as follows: **Kelli Ann Atwood should be awarded the entire balance of \$16,413.00 from this money.**

## Debts

51. 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: **8672**

Institution Name: **Capital One Venture X**

Address: **1680 Capital One Drive, McLean, VA. 22102**

Amount owed on debt (in US Dollars): **\$34,192.90**

Minimum Monthly Payment (in US Dollars): **\$1,110.00**

Owner: **Aaron M Atwood**

The debt will be paid as follows: **Aaron Moody Atwood will pay the entire debt. Kelli Ann Atwood will provide a copy of the divorce decree to the lender.**

b.

Account Number: **2346**

Institution Name: **Chase Ink**

Address: **1111 Polaris Parkway, Columbus, OH 43240**

Amount owed on debt (in US Dollars): **\$26,912.65**

Minimum Monthly Payment (in US Dollars): **\$797.00**

Owner: **Aaron M Atwood, Kelli A Atwood**

The debt will be paid as follows: **Aaron Moody Atwood will pay the entire debt. Kelli Ann Atwood will provide a copy of the divorce decree to the lender.**

c.

Account Number: **2000**

Institution Name: **AMEX Reserve**

Address: **200 Vesey Street, New York, NY 10285**

Amount owed on debt (in US Dollars): **\$31,097.00**

Minimum Monthly Payment (in US Dollars): **\$2,000.00**

Owner: **Aaron M Atwood, Kelli A Atwood**

The debt will be paid as follows: **Aaron Moody Atwood will pay the entire debt. Kelli Ann Atwood will provide a copy of the divorce decree to the lender.**

#### **Installment Loan Debt**

a.

Account Number: **0000**

Institution Name: **IRS**

Address: **1111 Constitution Ave NW, Washington, DC 20224**

Amount owed on debt (in US Dollars): **\$166,806.26**

Minimum Monthly Payment (in US Dollars): **\$2,045.00**

Owner: **Aaron M Atwood, Kelli A Atwood**

The debt will be paid as follows: **Aaron Moody Atwood will pay the entire debt. Kelli Ann Atwood will provide a copy of the divorce decree to the lender.**

## **Real property**

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

a.

Description: **Dental Office**

Address: **340 E Warm Springs, suite 100, Las Vegas, Clark, NV 89119 USA**

Tax ID: **26-4086484**

Legal Description: **Legal Description – Building 3, Unit 100 A portion of Lot 3 as shown in File 81, Page 22 of Surveys being a portion of “Thrifty Airport Center a C-2 Commercial Subdivision”, as shown in Book 64, Page 25 of Plats, both maps on file at the Clark County, Nevada Recorder’s Office and situated in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 22 South, Range 61 East, M.D.M., Clark County, Nevada, more particularly described as follows: Commencing at the southwest corner of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 4, being at the centerline intersection of Placid Street and Warm Springs Road; thence along the south line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 4 and the centerline of said Warm Springs Road, North 89°49’17” East, 678.00 feet; thence departing said south line and street centerline, North 00°10’43” West, 50.00 feet to north right-of-way of said Warm Springs Road; thence departing said north right-of-way and continuing North 00°10’43” West, 85.78 feet to the southwest exterior corner of the west half of an existing building located at 340 Warm Springs Road; thence along the southerly exterior of the building face of the west half of said building, North 89°17’01” East, 0.68 feet; thence departing said southerly exterior building, North 00°42’59” West, 0.68 feet to the interior southwest corner of the said building, also known as Building 3, Unit 100, being the Point of Beginning; thence along the interior face of said building and unit through the following thirty-five (35) courses and distances: 1) North 00°42’59” West, 112.64 feet; 2) North 89°17’01” East, 11.55 feet; 3) North 00°42’59” West, 6.31 feet; 4) North 89°17’01” East, 37.33 feet; 5) South 00°42’59” East, 4.58 feet; 6) North 89°17’01” East, 0.20 feet; 7) South 00°42’59” East, 13.80 feet; 8) South 89°17’01” West, 0.20 feet; 9) South 00°42’59” East, 10.76 feet; 10) North 89°17’01” East, 0.20 feet; 11) South 00°42’59” East, 13.84 feet; 12) South 89°17’01” West, 0.20 feet; 13) South 00°42’59” East, 8.58 feet; 14) South 89°17’01” West, 24.66 feet; 15) South 00°42’59” East, 19.18 feet; 16) North 89°17’01” East, 24.66 feet; 17) South**

00°42'59" East, 4.62 feet; 18) North 89°17'01" East, 0.20 feet; 19) South 00°42'59" East, 13.87 feet; 20) South 89°17'01" West, 0.20 feet; 21) South 00°42'59" East, 10.18 feet; 22) North 89°17'01" East, 0.20 feet; 23) South 00°42'59" East, 13.80 feet; 24) South 89°17'01" West, 0.58 feet; 25) South 51°08'44" West, 2.76 feet; 26) South 00°42'59" East, 2.84 feet; 27) South 89°17'01" West, 14.13 feet; 28) South 44°17'01" West, 2.10 feet; 29) South 45°42'59" East, 0.25 feet; 30) South 44°17'01" West, 8.98 feet; 31) South 89°17'01" West, 0.21 feet; 32) North 45°42'59" West, 8.88 feet; 33) North 44°17'01" East, 0.25 feet; 34) North 45°42'59" West, 2.20 feet; 35) South 89°17'01" West, 16.68 feet to the Point of Beginning. Unit 100 has a lower elevation constraint of 2170.62 feet being the finish floor elevation and an upper elevation constraint of 2179.62 feet being the finished surface of the drop ceiling. Basis of Bearing South 89°49'17" West, being the bearing of the south line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 22 South, Range 61 East, M.D.M., as shown in File 81, Page 22 of Surveys on file at the Clark County, Nevada Recorder's Office. End of description.

Date property acquired: Dec 23, 2021

Names on title: **ATWOOD FAMILY LLC**

Original cost: **\$1,066,904**

Current value: **\$2,500,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Best available info**

Disposal: **Aaron Moody Atwood will have exclusive use and possession of this property until one of the following occurs:**

(i) **Aaron Moody Atwood ceases to use this property as undefined primary residence;**

(ii) **Aaron Moody Atwood remarries;**

(iii) **Aaron Moody Atwood cohabits with a non-relative adult at this property.**

**Kelli Ann Atwood will receive a share of the equity existing in the property on the date the divorce decree is signed.**

**The total equity to be divided is \$579800. Kelli Ann Atwood's share is \$579000. Kelli Ann Atwood will have an equitable lien against the property in the amount of \$579000. Kelli Ann Atwood will sign a quitclaim deed to Aaron Moody Atwood subject to that lien once the divorce is entered. Aaron Moody Atwood will pay Kelli Ann Atwood \$579000 to satisfy the lien. Once Aaron Moody Atwood has paid the lien, Kelli Ann Atwood will sign any documents necessary to remove the lien from the property.**

i.

Creditor: **N/A**

Names on mortgage: **ATWOOD FAMILY LLC**

Date mortgage acquired: **Dec 23, 2021**

Mortgage balance: **\$1,920,200.00**

Monthly payment: **\$7,000.00**

Mortgage values estimated: **yes**

Estimation basis for mortgage balance: **original closing documents**

This mortgage will be paid as follows after the divorce: **Aaron Moody Atwood will pay the entire debt. Aaron Moody Atwood will provide a copy of the divorce decree to the lender.**

### **Business interests**

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

a.

Business Name: **ATWOOD FAMILY LLC**

Description: **Real estate holding company**

Phone: **(702) 374-1755**

Address: **340 E Warm springs, suite 100, Las Vegas, NV 89119 United States**

Total Value: **\$500,000**

Percent owned by Petitioner: **50%**

Percent owned by Respondent: **50%**

Percent owned by Petitioner after divorce: **50%**

Percent owned by Responent after divorce: **50%**

b.

Business Name: **Atwood Urgent Dental Care, PLLC**

Description: **Dental Office**

Phone: **(702) 374-1755**

Address: **340 E Warm Springs, Las Vegas , NV 89119 United States**

Total Value: **\$1,500,000**

Percent owned by Petitioner: **0%**

Percent owned by Respondent: **100%**

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

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

c.

Business Name: **Dental Enhanced**

Description: **Dental Office**

Phone: **(702) 374-1755**

Address: **340 E Warm Springs, suite 100, Las Vegas, NV 89119 United States**

Total Value: **\$1,000**

Percent owned by Petitioner: **0%**

Percent owned by Respondent: **100%**

Percent owned by Petitioner after divorce: **0%**  
Percent owned by Responent after divorce: **100%**

d.

Business Name: **Thrive Sleep and Orthodontics**  
Description: **dental and sleep appliances**  
Phone: **(702) 374-1755**  
Address: **500 E Windmill Lane, #130, Las Vegas, NV 89123 United States**  
Total Value: **\$5,000**  
Percent owned by Petitioner: **0%**  
Percent owned by Respondent: **100%**  
Percent owned by Petitioner after divorce: **0%**  
Percent owned by Responent after divorce: **100%**

## Alimony

### Kelli Ann Atwood's Financial Need

54. **Kelli Ann Atwood's** ability to earn (after taxes) is **\$0.00** per month. This amount is based on these sources of income:

## Monthly Ability to Earn

Source	Monthly income
Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 0
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.	
Dividends	\$ 0
Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.	
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0

Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0

Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system, such as a settlement or court-awarded damages.

Victim restitution	\$ 0
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Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.

Utah Cash Assistance	\$ 0
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Family Employment Program (FEP), etc.

Federal Cash Assistance	\$ 0
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Temporary Assistance for Needy Families (TANF), etc.

Financial support from household members	\$ 0
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Financial support from household members refers to the money received by an individual from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members	\$ 0
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Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial obligations.

Trust income	\$ 0
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Trust income refers to the money earned by a trust, a legal arrangement where a trustee



holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

**Annuity income** \$ 0

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

\$  
\$  
**Total Gross Monthly Income** \$ 0

**Monthly Tax Deductions from Ability to Earn**

Type of Deductions	Amount
Federal Income Tax	<u>\$</u>
State Income Tax	<u>\$</u>
Municipal Income Tax	<u>\$</u>
FICA	<u>\$</u>
Medicare	<u>\$</u>
<b>Total Monthly Tax Deductions</b>	<u>\$</u>

55. **Kelli Ann Atwood** will be receiving per month in child support in this case.

56. **Kelli Ann Atwood's** current reasonable monthly expenses are as follows:

Rent or Mortgage \$ 4750  
Real estate taxes (if not \$ 0  
included in mortgage)   
Real estate insurance (if not \$ 0  
included in mortgage)   
Real estate maintenance \$ 300  
Food and household \$ 1400  
supplies   
Clothing \$ 250  
Automobile payments \$ 900  
Automobile insurance \$ 320  
Automobile fuel \$ 450  
Automobile maintenance

	\$ 120
Other transportation costs	\$ 40
(public transportation, parking, etc.)	
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 450
Telephone	\$ 280
Paid television, cable, satellite	\$ 80
Internet	\$ 90
Credit card payments	\$ 900
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 600
Education (children)	\$ 120
Education (self)	\$ 25
Health care insurance	\$ 2200
Health care expenses (excluding insurance listed above)	\$ 200
Other insurance	\$ 0
Entertainment	\$ 300
Laundry and dry cleaning	\$ 50
Donations	\$ 50
Gifts	\$ 120
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits	

(including pensions, 401(k), \$ 0  
IRA, etc.)

Other \$ 0  
Other \$ 0

Total current monthly expenses \$13995

57. **Kelli Ann Atwood's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage\$ 4750  
Real estate taxes (if not\$ 0  
included in mortgage)  
Real estate insurance (if not\$ 0  
included in mortgage)  
Real estate maintenance\$ 560  
Food and household\$ 1600  
supplies  
Clothing\$ 500  
Automobile payments\$ 4500  
Automobile insurance\$ 1100  
Automobile fuel\$ 1000  
Automobile maintenance\$ 500  
Other transportation costs\$ 200  
(public transportation,  
parking, etc.)  
Utilities (such as electricity,\$ 650  
gas, water, sewer, garbage)  
Telephone\$ 700  
Paid television, cable,\$ 200  
satellite  
Internet\$ 80  
Credit card payments\$ 2000  
Loans and other debt\$ 0  
payments  
Alimony from previous

marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 1000
Education (children)	\$ 200
Education (self)	\$ 35
Health care insurance	\$ 2200
Health care expenses (excluding insurance listed above)	\$ 200
Other insurance	\$ 0
Entertainment	\$ 700
Laundry and dry cleaning	\$ 50
Donations	\$ 200
Gifts	\$ 200
Union and other Dues	\$ 0
Garnishment or income withholding order	\$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	\$ 0
Other	\$ 1850
Other	\$ 0

Total marital monthly expenses \$24975

58. The difference between **Kelli Ann Atwood's** monthly net income (including child support) and monthly expenses is **\$24,975.00** based on **marital** expenses. This is **Kelli Ann Atwood's** monthly financial need.

#### **Aaron Moody Atwood's Ability To Pay**

59. **Aaron Moody Atwood's** ability to earn is **\$37,000.00** per month. This amount is based on these actual sources of income or imputation of possible sources of income – especially if not earning at **Aaron Moody Atwood's** ability.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 37000
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non-	

household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$
	\$

<b>Total Gross Monthly Income</b>	<b>\$ 37000</b>
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**Monthly Tax Deductions**

Type of Deductions	Amount
Federal Income Tax	\$
State Income Tax	\$
Municipal Income Tax	\$
FICA	\$
Medicare	\$
<b>Total Monthly Tax Deductions</b>	<b>\$</b>

60. **Aaron Moody Atwood** will be paying per month in child support in this case.

61. **Aaron Moody Atwood's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 500
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	\$ 400
Clothing	\$ 100
Automobile payments	\$ 3500
Automobile insurance	\$ 800
Automobile fuel	\$ 450
Automobile maintenance	\$ 100
Other transportation costs (public transportation,	\$ 200

parking, etc.)

Utilities (such as electricity, gas, water, sewer, garbage) \$ 100

Telephone\$ 700

Paid television, cable, satellite\$ 50

Internet\$ 90

Credit card payments\$ 500

Loans and other debt payments\$ 0

Alimony from previous marriages\$ 0

Child support\$ 0

Child care\$ 0

Extracurricular activities for children\$ 0

Education (children)\$ 0

Education (self)\$ 0

Health care insurance\$ 2200

Health care expenses\$ 0  
(excluding insurance listed above)

Other insurance\$ 0

Entertainment\$ 300

Laundry and dry cleaning\$ 0

Donations\$ 50

Gifts\$ 50

Union and other Dues\$ 0

Garnishment or income withholding order\$ 0

Retirement deposits\$ 0  
(including pensions, 401(k), IRA, etc.)

Other\$ 0

Other \_\_\_\_\_ \$ 0 \_\_\_\_\_

Total marital monthly expenses \$10090

62. The difference between **Aaron Moody Atwood's** monthly net income and monthly expenses (including child support) is **\$24,704.00**. This is **Aaron Moody Atwood's** ability to pay alimony each month.

63. **Aaron Moody Atwood** and **Kelli Ann Atwood** have been married for **19** years and **5** months.

64. The value of real property during the marriage is **\$2,500,000.00**

65. The value of personal property during the marriage is **\$312,940.00**.

66. The court should also consider these other factors: **The parties were married for a long-term marriage during which Petitioner worked in and helped support Respondent's professional practice for approximately fifteen years while also managing significant household and parenting responsibilities. Respondent's current income and earning capacity were developed during the marriage with Petitioner's support and contributions. Petitioner currently has limited income and reduced earning capacity due to years devoted to supporting Respondent's business and raising the parties' children. These factors should be considered when determining alimony.**

#### **Alimony Payment**

67. **Aaron Moody Atwood** will pay **Kelli Ann Atwood** **\$9,000.00** in alimony each month.

68. These are the reasons for this amount: **Aaron Moody Atwood shall pay alimony to Keli Ann Atwood in the amount of \$4,500 every two weeks. Payments shall be made on the alternate weeks when Aaron Moody Atwood does not run payroll for his dental practice, beginning on the first payment date following entry of the divorce decree. Payments shall continue on a biweekly schedule thereafter.**

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

70. The payment schedule will be:

a. **Aaron Moody Atwood shall pay alimony to Keli Ann Atwood in the amount of \$4,500 every two weeks. Payments shall be made on the alternate weeks when Aaron Moody Atwood does not run payroll for his dental practice, beginning on the first payment date following entry of the divorce decree. Payments shall continue on a biweekly schedule thereafter.**

71. **Aaron Moody Atwood's** alimony obligation will end the earliest of the following:

- **19** years and **5** months.
- If **Kelli Ann Atwood** dies.
- If **Kelli Ann Atwood** remarries.
- **Aaron Moody Atwood shall retain ownership of Atwood Urgent Dental Care, PLLC, Dental Enhanced, Thrive Sleep, Orthodontics, and the commercial**



building owned by the parties. Within seven (7) years of the entry of the divorce decree, Aaron Moody Atwood shall obtain two independent fair market valuations of the dental practice and commercial building. Aaron Moody Atwood shall either: (a) Refinance the business and building and pay Kelli Ann Atwood one-half of the net equity, or (b) sell the business and building and pay Kelli Ann Atwood one-half of the net proceeds. In the event Aaron Moody Atwood loses his dental license, becomes subject to criminal investigation related to the business, or voluntarily closes the practice prior to the seven-year period, the business and building shall be immediately valued and sold or refinanced, and Kelli Ann Atwood shall receive her share of the equity at that time. Kelli Ann Atwood shall hold a secured lien against the commercial property located at 340 E Warm Springs, Suite 100, Las Vegas, NV 89119, as security for the equity payment owed.

## Retirement money

### Retirement money – retirement accounts

72. 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).

73. 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: **5843**

Plan Name: **Roth IRA**

Plan Administrator: **Northwestern Mutual Life Insurance Company**

Company Name: **Northwestern Mutual**

Address: **720 E Wisconsin ave, Milwaukee, WI 53202**

Date Opened: **Sep 14, 2012**

Plan Value: **\$60051.47**

This plan is in the name of: **Aaron Moody Atwood**

Divide as follows: **The entire account should be awarded to Aaron Moody Atwood.**

## Duty to sign documents

74. 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.



04/27/26

Date

Signature

*Ronald J. Russell*

Judge

Ronald J. Russell

Date

Signature

Commissioner

Approved as to Form.

Other Party

Signature

Other Party

Name

Aaron Moody Atwood

### 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: **Aaron Moody Atwood**

Method of service: **Email**

Address: **dr.amatwood@gmail.com**

Date of Service: **Apr 21, 2026**

04/21/2026

Date

Signature

*Kelli Atwood*

Printed  
Name

Kelli Atwood