

MAKENZIE COLLINS

Name

3040 W 7140 S

Address

West Jordan, Utah 84084

City, State, Zip

N/A

Phone

makenzie.collins0303@gmail.com

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

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

MAKENZIE COLLINS

(name of Petitioner)

and

JAXON DAVID COLLINS

(name of Respondent)

Other parties (if any)

Divorce Decree

264901613

Case Number

James Gardner

Judge

Kim Luhn

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **MAKENZIE COLLINS** and **JAXON DAVID COLLINS** 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: **Adisyn Taylor Collins**

Date of Birth: **Jul 8, 2020**

b.

Child Name: **Charlotte Sue Collins**

Date of Birth: **Feb 24, 2023**

c.

Child Name: **Madeline Rose Collins**

Date of Birth: **Feb 24, 2023**

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: **Adisyn Taylor Collins**

Date of Birth: **Jul 8, 2020**

i.

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

Move-in Date: **Nov 1, 2021**

Address: **3040 W 7140 S, West Jordan, Utah 84084 United States**

(1).

Caretaker at this address: **JAXON DAVID COLLINS**

Caretaker current address: **6781 S 3200 W, WEST JORDAN, Utah 84084**

United States

(2).

Caretaker at this address: **MAKENZIE COLLINS**

Caretaker current address: **3040 W 7140 S, West Jordan, Utah 84084**

United States

b.

Child Name: **Charlotte Sue Collins**

Date of Birth: **Feb 24, 2023**

i.

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

Move-in Date: **Feb 24, 2023**

Address: **3040 W 7140 S, West Jordan, Utah 84084 United States**

(1).

Caretaker at this address: **MAKENZIE COLLINS**

Caretaker current address: **3040 W 7140 S, West Jordan, Utah 84084**

United States

(2).

Caretaker at this address: **Jaxon Collins**

Caretaker current address: **6781 S 3200 W, WEST JORDAN, Utah 84084**

United States

c.

Child Name: **Madeline Rose Collins**

Date of Birth: **Feb 24, 2023**

i.

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

Move-in Date: **Feb 24, 2023**

Address: **3040 W 7140 S, West Jordan, Utah 84084 United States**

(1).

Caretaker at this address: **MAKENZIE COLLINS**

Caretaker current address: **3040 W 7140 S, West Jordan, Utah 84084**

United States

(2).

Caretaker at this address: **Jaxon Collins**

Caretaker current address: **6781 S 3200 W, WEST JORDAN, Utah 84084**

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 **MAKENZIE COLLINS** and **JAXON DAVID COLLINS**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **MAKENZIE COLLINS** and **JAXON DAVID COLLINS** 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 **MAKENZIE COLLINS** and **JAXON DAVID COLLINS**.

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. **MAKENZIE COLLINS** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **MAKENZIE COLLINS's** home **183** overnights each year and in **JAXON DAVID COLLINS's** home **182** overnights each year.

The parents will follow a custom parent-time schedule.

a. **Legal custody** Legal custody means decision-making authority regarding the children's education, religious upbringing, medical care, and moral development, separate from the physical custody schedule. Joint legal custody requires open communication, mutual respect, and collaboration. Both parents agree to set aside personal conflicts and prioritize the children's well-being in all decisions. The Parents want to make decisions together and will have an equal decision making authority. Physical custody decisions philosophy The Parties shall have Joint Physical custody This joint physical custody arrangement requires homes within reasonable proximity (15-20 minutes apart), work schedules accommodating equal parenting time, and prioritizing the children's well-being. The parents agree to maintain a weekly rotation schedule, use a shared digital calendar, meet monthly to plan ahead, review the arrangement annually, and resolve disputes through mediation rather than litigation. Base parenting time rotation Base Parenting Time Rotation: The parties have established the following parenting time arrangement, which they jointly acknowledge to be in the best interests of their minor children at the time of this agreement. - The parties expressly recognize that this arrangement is experimental in nature and subject to modification based on the children's evolving needs, practical considerations, and ongoing assessment of their emotional and psychological well-being. - The parties have agreed to define a "day" as any period of time that the children are with a

parent and have 2 consecutive meals - Based on this base rotation it was predicted at the time of the signing of this agreement that the petitioner would have approximately 183 days and the respondent would have 182 days. The parties are going to alternate weeks while bird nesting where they rotate from their apartment with the custodial parent coming at Sunday evening around 4:00PM. Rotation transportation logistics Monday exchanges occur with the parent ending their week providing morning drop-off at school and the parent beginning their week providing afternoon pickup from school. The parent exercising parenting time is responsible for transportation to and from activities. Both parents may attend events regardless of the parenting time schedule. Each parent shall maintain appropriate car seats and safety equipment, ensure the children have necessary belongings for their parenting time, and bear their own transportation costs. Education and religious practices Educational Arrangements: The parties agree that they will not change or move any children from any school during the school year and will decide mutually on any changes. Religious Practice: The children shall continue in their current religious practice. Each parent may involve the children in their own religious practice during their respective parenting time. The children shall attend Church of Jesus Christ of Latter-day Saints. The children's membership records shall be maintained in the ward boundaries where Jaxon resides.

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

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

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

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

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

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

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

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

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

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

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

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

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

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

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

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

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

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

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

child to the custodial parent by 8:30 p.m.

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

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

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

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

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

c. the custodial parent shall have an identical two-week period of uninterrupted time for vacation.

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

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

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	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	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.		
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 no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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.		
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
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	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.		
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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.		
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: MAKENZIE COLLINS 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: JAXON DAVID COLLINS is the father
Summer Break	MAKENZIE COLLINS will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of MAKENZIE COLLINS. MAKENZIE COLLINS will have an additional two weeks of extended Summer Parent-time at the option of MAKENZIE COLLINS, subject to weekday parent-time for JAXON DAVID COLLINS, but not weekends normally exercised by JAXON DAVID COLLINS.	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>MAKENZIE COLLINS will notify JAXON DAVID COLLINS of the summer break extended parent-time by May 1 each year. JAXON DAVID COLLINS will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of JAXON DAVID COLLINS. JAXON DAVID COLLINS will notify MAKENZIE COLLINS of the summer break extended parent-time by May 15 each year. If the notification by MAKENZIE COLLINS is not timely, JAXON DAVID COLLINS may determine the schedule for extended parent-time for MAKENZIE COLLINS, so long as JAXON DAVID COLLINS has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.</p>		

Holiday	Period	Noncustodial Years	Custodial Years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
JAXON DAVID COLLINS's Birthday	JAXON DAVID COLLINS will have parent-time each year on JAXON DAVID COLLINS's birthday from 3:00 p.m. until the following morning when JAXON DAVID COLLINS 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
MAKENZIE COLLINS's Birthday	MAKENZIE COLLINS will have parent-time each year on MAKENZIE COLLINS's birthday from 3:00 p.m. until the following morning when MAKENZIE COLLINS delivers the child to school, or 8:00 a.m. if there is no school.		All years
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Holiday	Period	Noncustodial Years	Custodial Years
	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.		

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 **MAKENZIE COLLINS's** home residence.

14. MAKENZIE COLLINS and JAXON DAVID COLLINS has authority to check the children out of school. MAKENZIE COLLINS and JAXON DAVID COLLINS has access to the children during school. If the parents cannot agree, education decisions will be made by MAKENZIE COLLINS.

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

18. Other terms about communication with the children: **First Right of Refusal: During their respective parenting time, if either parent ("Offering Parent") is unable to personally care for the child(ren) for a period of three (3) hours or longer, they shall provide the other parent ("Receiving Parent") with the first right of refusal to assume care of the child(ren) during such time. Notification Requirements: The Offering Parent must notify the Receiving Parent through both: (i) a written communication (text message or email), AND (ii) a telephone call. Response Timeline: The Receiving Parent shall have thirty (30) minutes from receipt of both forms of notification to accept or decline. Failure to respond within the thirty (30) minute window shall be deemed a declination of the right of refusal. The non-scheduled parent shall respond within 24 hours unless circumstances require a more immediate response. If the non-scheduled parent declines, the scheduled parent retains full responsibility for securing alternative care arrangements and bears all costs associated with alternative care. The scheduled parent must provide: name of care provider(s), address where care will be provided, contact phone numbers, and duration of care arrangement — at least 24 hours before the alternative care arrangement begins.**

Records and information sharing

19. 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

20. 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.

21. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **20** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **10** days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **HOLIDAY AND VACATION TIME AGREEMENT**

1. GUIDING PHILOSOPHY The parties acknowledge and agree that meaningful holiday and vacation time with each parent is essential to maintaining strong parent-child relationships. They commit to the following principles: a) Striving for equal and balanced distribution of holiday and vacation time between both parents b) Prioritizing the children's best interests in holiday and vacation planning c) Maintaining flexibility and cooperation in scheduling d) Supporting the children's relationships with extended family during holidays e) Ensuring predictability and structure in holiday and vacation arrangements

2. ANNUAL PLANNING PROCESS

2.1. Timeline and Procedure

a) The parties shall meet virtually or in person before January 15th of each year

b) During this meeting, they shall:

i) Review all school breaks, holidays, and potential vacation periods for the upcoming year

ii) Discuss their desired holiday and vacation schedules

iii) Consider any special family events or traditions

iv) Account for extended family celebrations and travel

3. DISPUTE RESOLUTION

3.1. Resolution Process for Scheduling Conflicts — parties shall first attempt to negotiate a mutually acceptable solution, consider alternating years for significant holidays, explore splitting the day when appropriate, and evaluate creative solutions that serve the children's best interests.

3.2. Default Resolution Mechanism — If parties reach an impasse, they may elect to use Utah statutory guidelines under Utah Code §30-3-35. The following year, the other parent shall have priority choice for that same holiday period.

3.3. Mediation Requirement — parties must attend at least one mediation session before litigation. Costs split 50/50.

4. VACATION SCHEDULING PARAMETERS

4.1. Notice Requirements: 30 days advance notice for domestic travel; 60 days for international travel.

4.2. Restrictions: Vacation time shall not interfere with major holiday celebrations, significant family events, or children's essential academic/extracurricular commitments.

5. HOLIDAY PRIORITY AND ROTATION

Major Holidays: Thanksgiving, Winter Break (Christmas/New Year), Spring Break, Fall Break.

Single-Day Holidays: Civil holidays, religious observances, children's birthdays, parents' birthdays. Religious holidays shall be given priority to the parent practicing that religion.

Child care

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

A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent

24. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.

25. Other terms about relocating: **The parties acknowledge that geographic relocation of either parent can have profound implications for the children's well-being and the non-moving parent's relationship with the children. Both parties agree to approach any potential relocation with heightened sensitivity and careful consideration of all impacted parties, particularly the children's emotional and developmental needs. Both parents understand and agree that should either parent choose to move outside of a 30 mile radius of West Jordan, UT they will provide the other parent a 60 day written or email notification of when the move date will be and the address of their new home. In the event of a move the parties understand and agree that the parenting time schedule will need to be modified. Notice Requirements: Any party intending to relocate shall provide written notice at least 60 days prior to the intended move, including: the intended date of relocation, the specific geographic location of the proposed new residence, the primary reasons for the proposed relocation, and a preliminary proposal for modified custody arrangements, if applicable. The parties agree that they will address any changes in custody when the move is announced. There are no additional relocation terms. Transportation costs will be negotiated at the time notice is given of the move.**

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

27. 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.

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

Resolving disputes

29. 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**

30. Other agreements about resolving disputes:

b. **IMPASSE PROCEDURES: ROTATING DECISION AUTHORITY** This protocol governs major moral and parenting decisions including religious participation, educational choices, discipline, personal autonomy decisions, screen time, social activities, and behavioral expectations. This does not apply to parenting time disputes, financial matters, emergency medical decisions, immediate safety concerns, or time-sensitive decisions. In emergencies requiring immediate action, the parent present with the child shall have authority to make necessary decisions without consultation and shall notify the other parent as soon as reasonably possible. The initiating party must notify the other parent in writing with proposed solution and reasoning. The responding party must reply within 24 hours with their proposed solution if disagreeing. Failure to respond within 24 hours results in the initiating party's solution prevailing. If the parties reach impasse after good faith discussion, the decision falls to the parent next in rotation, with Makenzie having first say. If impasse continues after rotation, Makenzie has final decision-making authority. Once a decision is made for a specific child on a specific issue, it cannot be reversed using this process unless there are substantially changed circumstances. Both parties must attempt compromise before exercising authority, support the final decision, and not undermine or criticize decisions to the children. The parties shall maintain a shared digital record of all decisions including date, parent exercising authority, and next parent in rotation. Making decisions out of rotation, failing to honor the other parent's authority, undermining decisions, or acting without required notice are violations. The prevailing party's attorney fees and court costs shall be paid by the offending party. Repeated violations may result in modification or contempt proceedings.

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 (MAKENZIE COLLINS) (Utah Code 81-6-203)

32. **MAKENZIE COLLINS's** gross monthly income for child support purposes is **\$4576**. **MAKENZIE COLLINS** receives the following gross monthly income:

a. **MAKENZIE COLLINS** is employed at **University of Utah Hospital and Clinics**.

MAKENZIE COLLINS earns **\$4576** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (JAXON DAVID COLLINS) (Utah Code 81-6-203)

33. **JAXON DAVID COLLINS's** gross monthly income for child support purposes is **\$3120**. **JAXON DAVID COLLINS** receives the following gross monthly income:

a. **JAXON DAVID COLLINS** is employed at **Ecoshield**. **JAXON DAVID COLLINS** earns **\$3120** gross (pre-tax) monthly income working a 40-hour a week job or less.

34. The adjusted gross monthly income for **JAXON DAVID COLLINS** is **\$3120**.

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

35. **MAKENZIE COLLINS** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are Stipulated by agreement of the parties.

36. It is in the best interest of the children that **MAKENZIE COLLINS** be ordered to pay child support to **JAXON DAVID COLLINS** as follows:

a. **\$112.00** per month. This deviates from the Utah Uniform Child Support Guidelines.

b. Unless the Court orders otherwise, support for each child ends when:

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

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. Child support will be paid as follows:

Child support will be paid in equal proportionate amounts based on the pay periods of Makenzie's employer. Payment shall be made by direct deposit, electronic transfer, or other mutually agreed-upon method. Both parties shall maintain records of all child support payments made and received.

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

40. **MAKENZIE COLLINS** will pay any ORS fees. If **JAXON DAVID COLLINS** is the ORS applicant and the fees are withheld from payments to **JAXON DAVID COLLINS**, **MAKENZIE COLLINS** will reimburse **JAXON DAVID COLLINS**.

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

42. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to

individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

43. **MAKENZIE COLLINS** may claim the parties' children as dependents/exemptions for tax purposes.

a. Allocation of Tax Deductions for Children

- 1. Purpose:** To allocate tax deductions related to the minor children in a manner that maximizes the financial benefit for both parties while maintaining fairness.
- 2. Annual Determination:** Each year, prior to filing their individual income tax returns, Jaxon and Makenzie agree to evaluate their respective financial situations to determine which party would benefit more from claiming the tax deductions associated with their children. Both parties agree to exchange relevant financial information, specifically their projected tax obligations, to facilitate this evaluation.
- 3. Allocation of Deductions:** If a significant advantage is identified for one party, the advantaged party shall have the option to claim the deductions. The advantaged party agrees to compensate the other party by paying an amount equivalent to the financial benefit the other party would have received, by April 15.
- 4. Rotation of Deductions:** In the event that there is no discernible tax advantage to either party, parties shall alternately claim the deductions: Jaxon shall claim Charlotte yearly and then claim Adisyn even-numbered tax years, and Makenzie shall claim Madeline yearly and claim Adisyn odd-numbered tax years.
- 5. Dispute Resolution:** Should the parties be unable to reach an agreement, they agree to engage in mediation to resolve the dispute prior to filing their taxes.

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

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

45. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **MAKENZIE COLLINS's** insurance will be primary coverage.
 - **JAXON DAVID COLLINS'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:
- **MAKENZIE COLLINS's** spouse's insurance will be primary coverage.
 - **JAXON DAVID COLLINS'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)

46. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Both parents agree to split all work-related child care costs 50/50. At the time of divorce the day care cost were \$1,200 per month. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. In the event the day care provider requires payment regardless if the parent has the children or not, that expense will be shared by both parties.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

47. 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)

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

Vehicles

49. Vehicles will be divided as follows:

a.

Year: **2017**

Make: **Hyundai**

Model: **Santa Fe**

VIN: **N/A**

Owner (before divorce): **Jaxon Collins & Makenzie Collins**

Current value: **\$6,744.00**

Amounts Estimated: **no**

Ownership After Divorce: **Makenzie shall retain sole ownership of this vehicle and shall be responsible for all payments, insurance, registration, maintenance, and other expenses associated with this vehicle. Makenzie shall refinance the vehicle into her name solely within 30 days from the execution of this decree and shall hold Jaxon harmless from any and all obligations, liabilities, and debts related to this vehicle. Makenzie agrees to provide proof of refinancing to Jaxon within 30 days of completion.**

i.

Lender: **America First Credit Union**

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

Date Acquired: **N/A**

Amount Owed: **\$10,097.87**

Amounts Estimated: **no**

Monthly Payment: **\$420.00**

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

Bank and credit union accounts

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

a.

Account Number: **6802**

Account Type: **Savings**

Institution Name: **America First Credit Union**

Address: **P.O. Box 9199, Ogden, UT 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$628.00**

Estimated: **no**

Owner: **MAKENZIE COLLINS and JAXON DAVID COLLINS**

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

Divide as follows: **The parties agree to maintain their joint checking and savings accounts for the benefit of their minor children. Both parties shall**

retain equal access to these accounts, which shall be used solely for child-related expenses as mutually agreed upon by the parties. Upon the youngest child reaching age 18 or graduating from high school, whichever occurs later, the parties shall divide any remaining funds equally and close the accounts unless otherwise agreed.

b.

Account Number: **6802**

Account Type: **Checking**

Institution Name: **America First Credit Union**

Address: **P.O. Box 9199, Ogden, UT 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$303.00**

Estimated: **no**

Owner: **MAKENZIE COLLINS and JAXON DAVID COLLINS**

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

Divide as follows: **The parties agree to maintain their joint checking and savings accounts for the benefit of their minor children. Both parties shall retain equal access to these accounts, which shall be used solely for child-related expenses as mutually agreed upon by the parties. Upon the youngest child reaching age 18 or graduating from high school, whichever occurs later, the parties shall divide any remaining funds equally and close the accounts unless otherwise agreed.**

c.

Account Number: **6802**

Account Type: **Money Market**

Institution Name: **America First Credit Union**

Address: **P.O. Box 9199, Ogden, UT 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$4.00**

Estimated: **no**

Owner: **MAKENZIE COLLINS and JAXON DAVID COLLINS**

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

Divide as follows: **The parties agree to maintain their joint checking and savings accounts for the benefit of their minor children. Both parties shall retain equal access to these accounts, which shall be used solely for child-related expenses as mutually agreed upon by the parties. Upon the youngest child reaching age 18 or graduating from high school, whichever occurs later, the parties shall divide any remaining funds equally and close the accounts**

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unless otherwise agreed.

d.

Account Number: **None**

Account Type: **Classic**

Institution Name: **America First Credit Union**

Address: **P.O. Box 9199, Ogden, UT 84409**

Date Opened: **N/A**

Balance (US Dollars): **\$1,253.00**

Estimated: **no**

Owner: **MAKENZIE COLLINS and JAXON DAVID COLLINS**

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

Divide as follows: **The parties agree to maintain their joint checking and savings accounts for the benefit of their minor children. Both parties shall retain equal access to these accounts, which shall be used solely for child-related expenses as mutually agreed upon by the parties. Upon the youngest child reaching age 18 or graduating from high school, whichever occurs later, the parties shall divide any remaining funds equally and close the accounts unless otherwise agreed.**

51. This other property will be divided as follows:

The parties have already or will in the future (once they terminate bird nesting) divide all personal property, including household furnishings, clothing, jewelry, electronics, and other personal effects, to their mutual satisfaction. Each party shall retain as their sole and separate property all personal items currently in their possession, and each party waives any claim to personal property held by the other party.

Debts

52. 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: **6802**

Institution Name: **Visa**

Address: **America First Credit Union**

Amount owed on debt (in US Dollars): **\$1,246.00**

Minimum Monthly Payment (in US Dollars): **\$38.00**

Owner: **Makenzie Collins & Jaxon Collins**

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

Real property

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

Alimony

54. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

55. 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).

56. 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: **2316**

Plan Name: **401A**

Plan Administrator: **Self**

Company Name: **University of Utah**

Address: **50 N Medical DR, Salt Lake City, UT 84123**

Date Opened: **Apr 1, 2021**

Plan Value: **\$28247**

This plan is in the name of: **MAKENZIE COLLINS**

Divide as follows: **The entire account should be awarded to MAKENZIE COLLINS.**

b.

Account Number: **2315**

Plan Name: **403B**

Plan Administrator: **Self**

Company Name: **University of Utah**

Address: **50 N Medical DR, Salt Lake City, UT 84123**

Date Opened: **Apr 1, 2020**

4/29/42026

Plan Value: **\$24848**

This plan is in the name of: **MAKENZIE COLLINS**

Divide as follows: **The entire account should be awarded to MAKENZIE COLLINS.**

Additional provisions

57. The parties will adhere to the following additional provisions:

a.

Additional Provision: Bird Nesting / Housing Expenses "During the bird nesting period, the parties agree to maintain the family residence for the benefit of the minor children. The children shall remain in the residence while the parents alternate parenting time by rotating in and out of the home. The parties shall share all housing expenses equally (50/50), including rent, utilities (electric, gas, water, sewer, trash, internet), and other household expenses. Each party shall pay their share of expenses by the first of the month."

b.

Additional Provision: Shared Cell Phone Plan "The parties agree to remain on the same shared cell phone plan. All costs associated with the cell phone plan, including monthly service charges, device payments, insurance, and any additional fees, shall be split equally (50/50) between the parties. The party whose name is on the account shall provide documentation of the monthly bill to the other party, and the other party shall reimburse their 50% share within 15 days of receipt. Either party may terminate this arrangement by providing 30 days written notice."

c.

Additional Provision: Life Insurance "Each parent shall maintain life insurance coverage and designate the other parent as the beneficiary of fifty percent (50%) of their respective life insurance policy or policies until the twin children reach the age of eighteen (18) years."

Duty to sign documents

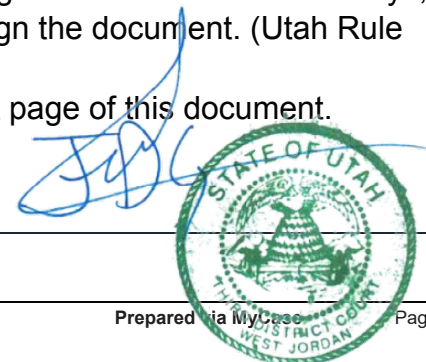
58. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

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

Type text here 4/29/2026

Date

Signature



Judge _____

Signature ► _____

_____ Date

Commissioner _____

Approved as to Form.

Other Party
Signature ►

Jaxon Collins
ID zcz1sNcVFTHfYTSUBcf8Dn74

Other Party
Name JAXON DAVID COLLINS

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: **Jaxon Collins**

Method of service: **Email**

Address: **jaxlax1790@gmail.com**

Date of Service: 4/24/2026

4/24/2026

_____ Date

Signature ►

Makenzie Collins
ID nybBEM9g8d7SGwx9vNPHLajK

Printed
Name

Makenzie Collins

eSignature Details

Signer ID: nybBEM9gBd7SGwx9vNPHLajK
Signed by: Makenzie Collins
Sent to email: makenzie.collins0303@gmail.com
IP Address: 155.100.208.91
Signed at: Apr 24 2026, 4:37 pm MDT

Signer ID: zcz1sNcVFTHfyTSUBcf8Dn74
Signed by: Jaxon Collins
Sent to email: jaxlax1790@gmail.com
IP Address: 146.75.175.0
Signed at: Apr 24 2026, 4:53 pm MDT