

Tran Quach  
Name  
6622 S Millsden Lane  
Address  
West Jordan, Utah 84084  
City, State, Zip  
801-696-0450  
Phone  
tranquach1982@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)

Tran Quach  
(name of Petitioner)

and

David Le  
(name of Respondent)

Other parties (if any)

**Divorce Decree**

264900545  
Case Number

May  
Judge

Sagers  
Commissioner (domestic cases)

The court decrees:

**Divorce**

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

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

2. **Tran Quach and David Le** 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: **Nha Le**

Date of Birth: **Sep 11, 2009**

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: **Nha Le**

Date of Birth: **Sep 11, 2009**

i.

Move-out Date: **Jan 1, 2030**

Move-in Date: **May 14, 2019**

Address: **6622 S Millsden Lane, West Jordan, Utah 84084 United States (1).**

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

Caretaker current address: **6622 S Millsden Lane, 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 **Tran Quach and David Le's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Tran Quach and David Le** 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 **Tran Quach and David Le**.

## 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 **Tran Quach** be awarded Sole Physical custody. **David Le** should have parent-time at reasonable times and places. **Tran Quach** is filing this Parenting Plan and verifies the plan is filed in good faith.

The parents will follow a custom parent-time schedule.

a. **Bot of us will respect our children's decisions.when they will be with who?**

### Parent-time for special occasions

8. 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 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: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years

<b>Holiday</b>	<b>Period</b>	<b>Noncustodial Years</b>	<b>Custodial Years</b>
<b>Columbus Day</b>	(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
<b>Fall Break</b>	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
<b>Halloween</b>	(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
<b>Veterans Day</b>	(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
<b>Thanksgiving Break</b>	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.		
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	Even years	Odd years

<b>Holiday</b>	<b>Period</b>	<b>Noncustodial Years</b>	<b>Custodial Years</b>
	on January 1st at 9 a.m.		
<b>New Year's Day</b>	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	<b>Even years</b>	<b>Odd years</b>
<b>Dr. Martin Luther King Jr. Day</b>	(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. (1) Holiday begins Friday at: (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	<b>Odd years</b>	<b>Even years</b>
<b>President's Day</b>	(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: (a) upon delivering the child to	<b>Even years</b>	<b>Odd years</b>

Holiday	Period	Noncustodial Years	Custodial Years
	school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m.		All Years: Tran Quach is the mother

Holiday	Period	Noncustodial Years	Custodial Years
	(2) Holiday ends on Mother's Day at 7 p.m.		
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: David Le is the father	
Summer Break	Both of us will decide.		
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	Even years	Odd years



Holiday	Period	Noncustodial Years	Custodial Years
	siblings along for the 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
Tran Quach's Birthday	Tran Quach will have parent-time each year on Tran Quach's birthday from 3:00 p.m. until the following morning when Tran Quach 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
David Le's Birthday	David Le will have parent-time each year on David Le's birthday from 3:00 p.m. until the following morning	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	when David Le 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.		

### **Parent-time transfers**

9. 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**

10. 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**

11. 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

12. The school the children will attend is based on **Tran Quach's** home residence.

13. Tran Quach and David Le has authority to check the children out of school. Tran Quach and David Le has access to the children during school. If the parents cannot agree, education decisions will be made by Tran Quach.

### Communication with each other

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

### Communication with the children

15. 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.

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

- By any method

### Records and information sharing

17. 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

18. 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.

19. If the children will be travelling for more than **50** days, the parent arranging the travel will notify the other parent at least **10** 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.

### Child care

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

21. Other terms about child care: **my child not need child care is 16yrs.**

### Relocation of a parent

22. Neither parent may relocate with the minor children more than **50** 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 shared equally.

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 (Tran Quach) (Utah Code 81-6-203)**

27. **Tran Quach's** gross monthly income for child support purposes is **\$3813**. **Tran Quach** base child support amount using the sole custody calculation is **\$481**. **Tran Quach** receives the following gross monthly income:

a. **Tran Quach** is employed at **Tran Quach**. **Tran Quach** earns **\$3813** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Income: Respondent (David Le) (Utah Code 81-6-203)**

28. **David Le's** gross monthly income for child support purposes is **\$2083**. **David Le** receives the following gross monthly income:

a. **David Le** is employed at **Saigon travel& servece**. **David Le** earns **\$2083** gross (pre-tax) monthly income working a 40-hour a week job or less.

29. The adjusted gross monthly income for **David Le** is **\$2083**.

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

30. It is in the best interest of the children that **David Le** be ordered to pay child support to **Tran Quach** as follows:

a. **\$259.00** 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.

**Tran Quach's** base child support amount is **\$481** per month.

**David Le's** base child support amount is **\$259** 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:

**Tran Quach will collect**

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

37. **Tran Quach** and **David Le** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Tran Quach**, **David Le** will reimburse **Tran Quach** for half the fee.

38. The parties must notify each other of any change in their income as follows:

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. **Tran Quach** 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. **Tran Quach** 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:

- **Tran Quach's** insurance will be primary coverage.
  - **David Le'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:
- **Tran Quach's** spouse's insurance will be primary coverage.
  - **David Le'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.

**Debts**

48. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

**Real property**

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

a.

**Description: House**

**Address: 6622 S Millsden Lane, West Jordan, Salt Lake, Utah 84084 United States**

**Tax ID: 21-19-431-021-0000**

**Legal Description: 6622 S Millsden Ln**

**Date property acquired: May 14, 2019**

**Names on title: TRAN QUACH & DAVID LE**

**Original cost: \$518,000**

**Current value: \$618,000.00**

**Property values estimated: yes**

**Estimation basis for property value: Self estimate**

**Disposal: Tran Quach will receive sole ownership of this property.**

**The total equity to be divided is \$468000. David Le's share is \$234000. David Le will have an equitable lien against the property in the amount of \$234000. David Le will sign a quitclaim deed to Tran Quach subject to that lien once the divorce is entered. Tran Quach will pay David Le \$234000 to satisfy the lien. Once Tran Quach has paid the lien, David Le will sign any documents necessary to remove the lien from the property.**

i.

**Creditor: N/A**

**Names on mortgage: Tran Quach and David Le**

**Date mortgage acquired: May 14, 2019**

**Mortgage balance: \$150,000.00**

**Monthly payment: \$1,489.00**

**Mortgage values estimated: yes**

**Estimation basis for mortgage balance: David Le**

**This mortgage will be paid as follows after the divorce: We will each pay half of the mortgage payment Tran Quach will provide a copy of the divorce decree to the lender.**



## Alimony

50. Neither party will pay alimony.

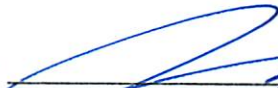

## Retirement money

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

## Duty to sign documents

52. 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.

Date 5/1/2026 Signature   
Judge THADDEUS  
Signature   
Date \_\_\_\_\_  
Commissioner \_\_\_\_\_

Approved as to Form.

Other Party  
Signature ▶

Other Party Name David Le

## 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: **DAVID LE**

Method of service: **Hand Delivery**

Address: **6622 S Millsden Lane, West Jordan, Ut, 84084**

Date of Service: **Mar 3, 2026**

03/03/2026

Date

Signature



Tran Quach

Printed  
Name

Tran Quach