

Mason Levi Cummins

Name

355 East 1720 North

Address

Tooele, Utah 84074

City, State, Zip

435-849-2297

Phone

masoncummins@gmail.com

Email

In the Court of Utah

THIRD Judicial District TOOELE County

Court Address 74 SOUTH 100 EAST SUITE 14, TOOELE, UT 84074

In the Matter of (select one)

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

Mason Levi Cummins

(name of Petitioner)

and

Denise Cummins

(name of Respondent)

Other parties (if any)

**Divorce Decree**

264300133

Case Number

Judge Hilbig

Judge

Commissioner (domestic cases)

The court decrees:

## Divorce

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

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

2. **Mason Levi Cummins** and **Denise Cummins** 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: **Mabel Sofia Cummins**

Date of Birth: **Jan 23, 2013**

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: **Mabel Sofia Cummins**

Date of Birth: **Jan 23, 2013**

i.

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

Move-in Date: **Feb 14, 2018**

Address: **355 East 1720 North, Tooele, Utah 84074 United States**

(1).

Caretaker at this address: **Mason Cummins, Denise Cummins**

Caretaker current address: **355 East 1720 North, Tooele, Utah 84074**

**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 **Mason Levi Cummins** and **Denise Cummins's** minor children in any court or government agency.

This includes filed, pending, and completed cases.

6. **Mason Levi Cummins** and **Denise Cummins** 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 **Mason Levi Cummins** and **Denise Cummins**.

## **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. **Mason Levi Cummins** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Mason Levi Cummins's** home **185** overnights each year and in **Denise Cummins's** home **180** overnights each year.

The parents will follow a custom parent-time schedule.

a. **When Denise does not work, Denise will have Mabel (3-4 days a week) When Denise does work, Mabel will be with Mason.**

## **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	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.		
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 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	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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 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	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	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.		
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 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)	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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: Denise Cummins 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: Mason Levi Cummins is the father	
Summer Break	Mason Levi Cummins will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Mason Levi Cummins. Mason Levi Cummins will have an additional two weeks of extended Summer Parent-time at the option of Mason Levi Cummins, subject to weekday parent-time for Denise Cummins, but not weekends normally exercised by Denise Cummins. Mason Levi Cummins will notify Denise Cummins of the summer break extended parent-time by May 1 each year. Denise Cummins will also have two weeks of uninterrupted extended	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	parent time when school is not in session, at the option of Denise Cummins. Denise Cummins will notify Mason Levi Cummins of the summer break extended parent-time by May 15 each year. If the notification by Mason Levi Cummins is not timely, Denise Cummins may determine the schedule for extended parent-time for Mason Levi Cummins, so long as Denise Cumminshas provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before	Even years	Odd years



Holiday	Period	Noncustodial Years	Custodial Years
	Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
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
Denise Cummins's Birthday	Denise Cummins will have parent-time each year on Denise Cummins's birthday from 3:00 p.m. until the following morning when Denise Cummins delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take		All years

Holiday	Period	Noncustodial Years	Custodial Years
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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.

Mason Levi Cummins's Birthday	Mason Levi Cummins will have parent-time each year on Mason Levi Cummins's birthday from 3:00 p.m. until the following morning when Mason Levi Cummins 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	All years	
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will have parent-time each year on Mason Levi Cummins's birthday from 3:00 p.m. until the following morning when Mason Levi Cummins 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

Holiday	Period	Noncustodial Years	Custodial Years
	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 **Mason Levi Cummins's** home residence.

14. Mason Levi Cummins and Denise Cummins has authority to check the children out of school. Mason Levi Cummins and Denise Cummins has access to the children during school. If the parents cannot agree, education decisions will be made by Mason Levi Cummins.

### **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 1 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 1 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 (Utah Code 81-9-209)

22. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

- The written Notice of Relocation must include:
  - Information about the move;
  - A proposed parent-time schedule; and
  - A statement that the parents will not interfere with the other parent's parent-time.
- If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

23. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

## Relocation Schedule (Utah Code 81-9-209)

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

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
  - i. the entire winter school break period; and
  - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to  $\frac{1}{2}$  of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
  - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
  - ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
  - iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.
- e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

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

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

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

## Resolving disputes

27. 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. **Counseling**

**Changing the plan**

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

28. 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 (Mason Levi Cummins) (Utah Code 81-6-203)**

29. **Mason Levi Cummins's** gross monthly income for child support purposes is **\$9167**. **Mason Levi Cummins** receives the following gross monthly income:

- a. **Mason Levi Cummins** is employed at **eBay Inc..** **Mason Levi Cummins** earns **\$9167** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Income: Respondent (Denise Cummins) (Utah Code 81-6-203)**

30. **Denise Cummins's** gross monthly income for child support purposes is **\$4706**. **Denise Cummins** receives the following gross monthly income:

- a. **Denise Cummins** is employed at **Cargill Incorporated.** **Denise Cummins** earns **\$4706** gross (pre-tax) monthly income working a 40-hour a week job or less.

31. The adjusted gross monthly income for **Denise Cummins** is **\$4706**.

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

32. **Mason Levi Cummins** 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 absence of need of the parent to receive child support.**

33. It is in the best interest of the parties' children that neither party be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

- a. 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).

34. 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.

35. Child support will be paid as follows:

**Child support will not be needed. Mason and Denise will both help provide for their daughter Mabel equally.**

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

37. **Mason Levi Cummins** and **Denise Cummins** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Denise Cummins**, **Mason Levi Cummins** will reimburse **Denise Cummins** for half the fee.

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

39. 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

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

41. **Mason Levi Cummins** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Denise Cummins** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

42. 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),

43. **Mason Levi Cummins** 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:

- **Mason Levi Cummins's** insurance will be primary coverage.
- **Denise Cummins'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:

- **Mason Levi Cummins's** spouse's insurance will be primary coverage.
- **Denise Cummins'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)**

44. 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))**

45. 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)**

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

#### **Vehicles**

47. Vehicles will be divided as follows:



a.

Year: **2018**  
Make: **Kia**  
Model: **Forte**  
VIN: **3KPFK4A79JE165030**  
Owner (before divorce): **Mason Cummins**  
Current value: **\$4,000.00**  
Amounts Estimated: **no**  
Ownership After Divorce: **Denise Cummins**  
Loan: **N/A**

b.

Year: **2013**  
Make: **Ram**  
Model: **Ram 1500**  
VIN: **1C6RR7NTXDS630361**  
Owner (before divorce): **Mason Cummins**  
Current value: **\$4,400.00**  
Amounts Estimated: **no**  
Ownership After Divorce: **Mason Levi Cummins**

i.

Lender: **Mountain America Credit Union**  
Address: **1475 N. Main St., Tooele, UT 84074**  
Date Acquired: **N/A**  
Amount Owed: **\$9,037.69**  
Amounts Estimated: **no**  
Monthly Payment: **\$52.18**

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

#### Bank and credit union accounts

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

a.

Account Number: **3878**  
Account Type: **Checking, savings**  
Institution Name: **America First Credit Union**  
Address: **PO Box 9199, Ogden, UT 84409**  
Date Opened: **N/A**  
Balance (US Dollars): **\$2,431.48**

Estimated: **no**

Owner: **Mason Levi Cummins and Denise Cummins**

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

Divide as follows: **Mason Levi Cummins should be awarded the entire balance of \$2,431.48 from this money.**

b.

Account Number: **7982**

Account Type: **Checking, savings**

Institution Name: **Mountain America Credit Union**

Address: **1475 N. Main St., Tooele, UT 84074**

Date Opened: **N/A**

Balance (US Dollars): **\$800.76**

Estimated: **no**

Owner: **Denise Cummins**

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

Divide as follows: **Denise Cummins should be awarded the entire balance of \$800.76 from this money.**

c.

Account Number: **8686**

Account Type: **Checking, savings**

Institution Name: **CitiBank**

Address: **388 Greenwich Street, New York, NY 10013**

Date Opened: **N/A**

Balance (US Dollars): **\$6,058.90**

Estimated: **no**

Owner: **Mason Levi Cummins**

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

Divide as follows: **Mason Levi Cummins should be awarded the entire balance of \$6,058.90 from this money.**

d.

Account Number: **5186**

Account Type: **Checking**

Institution Name: **US Bank**

Address: **800 Nicollet Mall, Minneapolis, MN 55402**

Date Opened: **N/A**

Balance (US Dollars): **\$1,254.74**

Estimated: **no**

Owner: **Mason Levi Cummins**

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

Divide as follows: **Mason Levi Cummins should be awarded the entire balance of \$1,254.74 from this money.**

Stock, bond, securities, or money market fund accounts

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

a.

Account Number: **1823**

Account Type: **Stocks**

Institution Name: **Robinhood**

Address: **85 Willow Road, Menlo Park, California 94025**

Date Opened: **N/A**

Balance (US Dollars): **\$354.29**

Estimated: **no**

Owner: **Denise Cummins**

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

Divide as follows: **Denise Cummins should be awarded the entire balance of \$354.29 from this money.**

## Debts

50. 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: **4687**

Institution Name: **Chase**

Address: **270 Park Avenue, New York, NY 10017**

Amount owed on debt (in US Dollars): **\$957.50**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Denise Cummins**

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

b.

Account Number: **8818**

Institution Name: **Ulta**

Address: **945 N Main St, Ste B, Tooele, UT 8407**

Amount owed on debt (in US Dollars): **\$299.18**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Denise Cummins**

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

c.

Account Number: **9715**

Institution Name: **Mountain America Credit Union**

Address: **1475 N. Main St., Tooele, UT 84074**

Amount owed on debt (in US Dollars): **\$4,176.20**

Minimum Monthly Payment (in US Dollars): **\$103.00**

Owner: **Denise Cummins**

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

d.

Account Number: **3111**

Institution Name: **CitiBank**

Address: **388 Greenwich Street, New York, NY 10013, USA**

Amount owed on debt (in US Dollars): **\$220.49**

Minimum Monthly Payment (in US Dollars): **\$20.00**

Owner: **Mason L Cummins**

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

## Real property

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

a.

Description: **House**

Address: **355 East 1720 North, Tooele, Tooele, Utah 84074 United States**

Tax ID: **31-0841368**

Legal Description: **Situated in the Tooele county, state of Utah Lot 6, canyon village subdivision, phase 2, according to the official plat thereof on file and of record in the Tooele county recorder's office, state of Utah. Assessor's Parcel No: 150680006**

Date property acquired: **Feb 8, 2021**

Names on title: **Mason Levi Cummins**

Original cost: **\$206,013.81**

Current value: **\$425,500.00**

Property values estimated: **yes**

Estimation basis for property value: **Zillow**

Disposal: **Mason Levi Cummins will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **Mason Levi Cummins**

Date mortgage acquired: **Feb 8, 2021**

Mortgage balance: **\$182,540.44**

Monthly payment: **\$1,264.65**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Mason Levi Cummins will pay the entire debt. Mason Levi Cummins will provide a copy of the divorce decree to the lender.**

## Alimony

52. Neither party will pay alimony.

## Retirement money

### Retirement money – retirement accounts

53. 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).

54. 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: **1247**

Plan Name: **EBAY 401(K)PLAN**

Plan Administrator: **Fidelity brokerage Services LLC**

Company Name: **Fidelity**

Address: **900 Salem Street, Smithfield RI 02917**

Date Opened: **Jan 21, 2026**

Plan Value: **\$51253.01**

This plan is in the name of: **Mason Levi Cummins**

Divide as follows: **The entire account should be awarded to Mason Levi Cummins.**

b.

Account Number: **5949**

Plan Name: **Roth IRA**

Plan Administrator: **Robinhood**

Company Name: **Robinhood**

Address: **85 Willow Road, Menlo Park, CA 94025**

Date Opened: **Jan 4, 2024**

Plan Value: **\$897.82**

This plan is in the name of: **Denise Cummins**

Divide as follows: **The entire account should be awarded to Denise Cummins.**

### Duty to sign documents

55. 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 May 6, 2026 Signature ▶  

Judge Todd Hilbig

\_\_\_\_\_  
Date Signature ▶ \_\_\_\_\_

Commissioner \_\_\_\_\_

Approved as to Form.

Other Party Signature ▶ 

Other Party Name Denise Cummins

### 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: **Denise Cummins**

Method of service: **Email**  
Address: **mrscummins0813@gmail.com**  
Date of Service: **May 4, 2026**

05/04/2026

Date

Signature



*Mason Cummins*

Printed  
Name

Mason Cummins