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Attorney for Brittney Scott

**IN THE THIRD JUDICIAL DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH, SALT LAKE DISTRICT**

In the Matter of the Marriage of:

BRITTNEY SCOTT,

Petitioner,

and

DAVID SCOTT,

Respondent.

DECREE OF DIVORCE

Case Number: 264903189

Judge: Todd Hilbig

Commissioner: Renee Blocher

The Court, having entered its Findings of Fact and Conclusions of Law, now hereby
ORDERS, ADJUDGES, and DECREES as follows:

DISSOLUTION OF MARRIAGE

1. The parties are hereby awarded a *Decree of Divorce* due to irreconcilable differences, forever dissolving the bonds of matrimony heretofore existing between them, to become final upon signature and entry.

MINOR CHILD

2. The parties have one (1) minor child, namely: C.S., born November 2013.

CUSTODY AND PARENT-TIME

3. Legal Custody. The parties are hereby awarded joint legal custody of their minor child pursuant to the Parenting Plan herein.

4. Physical Custody & Parent-Time. The parties are hereby awarded joint physical custody of their child pursuant to Utah Code § 81-9-305, with parent-time as the parties can agree. If the parties cannot agree, then parent-time shall be pursuant to Utah Code § 81-9-305 with David exercising parent-time each Sunday morning through Wednesday morning, Brittney exercising parent-time each Thursday morning through Sunday morning, and the parties alternating Wednesday morning through Thursday morning. Unless the parties agree otherwise, exchanges shall take place at the minor child's school, or if school is not in session, at 10 a.m. with pick-up from the other parent's residence.

5. Holiday Parent-Time. Holiday parent-time shall be as the parties can agree, but if they cannot agree, then it shall be pursuant to the following schedule:

HOLIDAY	ODD YEARS	EVEN YEARS
Dr. Martin Luther King Weekend (1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor 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.	David	Brittney
President's Day Weekend (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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.	Brittney	David

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.	David	Brittney
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.	Brittney	Brittney
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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.	Brittney	David
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.	Brittney	David
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.	David	David
Independence Day (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	David	Brittney
Pioneer Day (1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Brittney	David
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 minor 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.	David	Brittney
Columbus Day (1) Holiday begins at 6 p.m. on the day before	Brittney	David

Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.		
Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	David	Brittney
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.	Brittney	David
Veteran's Day (1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	David	Brittney
Thanksgiving (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 the day before school resumes.	Brittney	David
Winter Break (First Half) (1) Holiday begins at: (a) 6 p.m. on the day on 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.	David	Brittney
Winter Break (Second Half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Brittney	David

6. Summer Parent-Time. Each party is hereby awarded two (2) uninterrupted parent-time weeks when school is not in session. David shall have first choice of dates in odd-numbered years, and Brittney shall have first choice of dates in even-numbered years. The party with first

choice must provide written notice of their selected dates no later than May 1st. The party with second choice must provide written notice of their selected dates no later than May 15th. Failure to provide timely notice does not result in forfeiture of extended summer parent-time; however, if a party does not provide timely notice, the complying party may select the extended parent-time dates for the non-complying party.

PARENTING PLAN

7. Communication Between Parties. Unless the parties agree otherwise, the parties shall communicate in writing (via parenting application, text message and/or email). The parties shall remain civil and polite in all of their communications, and they shall not disparage or denigrate the other parent, recite history, or cast blame for any past, current, or future circumstance which may negatively affect the child.

8. Notification of Child's Illness. The parties shall notify one another of any illness that the minor child(ren) experience during parent-time. They shall also keep one another informed of any medications prescribed for the child(ren), as well as any scheduled appointments with medical, dental or mental health professionals. Neither party will schedule appointments for the minor child(ren) to occur during the other parent's parent-time without the consent of that parent.

9. Notification of Medical Emergency. In the event of a medical emergency involving the minor child(ren), each party shall make a reasonable effort to contact, and consult with the other party. Such reasonable effort shall include calling the other party's work, home, and cell phone, and leaving a message describing the emergency and location of the minor child(ren).

10. School and Medical Records. Both parties shall have unfettered access to all school and medical records and/or reports. Both parties shall be listed as a party that may check the minor child out of school.

11. School. The minor child shall continue to attend school in their current enrolled school and subsequent feeder schools unless otherwise agreed by the parties.

12. Communication with the Minor Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of mail privileges, telephone communication, and virtual parent-time as may be appropriate given the age of the minor child.

13. Day-to-day Decisions. Day-to-day decisions regarding the care, control, and discipline of the child shall be made by the parent with whom the child is residing at the time.

14. Dispute Resolution Mechanism: The parties shall discuss, in writing, all other significant decisions regarding the child, including, but not limited to, the child's education, health care, and religious upbringing. Specifically, the parents shall exchange information concerning the health, education, and welfare of the child, and where possible, confer before making decisions concerning any of these areas. If the parties cannot reach a mutual decision, they shall attend mediation with an agreed upon mediator, with costs to be shared equally. If the parties are unable to reach an agreement at mediation, either party has the right to motion the Court to review and rule upon the decision regarding the child, considering the best interests of the child and based upon the preponderance evidentiary standard.

15. Emergency Decisions. Each party may make emergency decisions regarding the health and safety of a child without first obtaining the consent of the other party, however, they shall immediately notify the other party in writing in the event of such an emergency, both as to

the nature of the emergency and any emergency decision that has been made. Mutual decision-making shall resume pursuant to the foregoing Dispute Resolution Mechanism, however, as soon as reasonably practicable.

16. Travel. If a parent plans to travel with the child(ren), or is arranging for the child to travel with a sports team, religious group, school group or friends, the parent arranging the travel will notify the other parent at least fourteen (14) days before the anticipated date of departure and will provide the other parent with:

- a. an itinerary of the travel dates;
- b. destinations;
- c. places where the travelling parent can be reached;
- d. names of persons who will be traveling with the child;
- e. contact information for the locations where the child will be staying; and
- f. the name and telephone number of an available third person who would be

knowledgeable of the child's location.

17. No Abuse of Drugs or Alcohol. The parents shall not permit the child to be in the presence of anyone, including the parents themselves, who is abusing alcohol or using illegal drugs.

CHILD SUPPORT

18. Brittney's Income. Brittney is currently employed and has a gross monthly income of \$8,000.

19. David's Income. David is currently employed and has a gross monthly income of \$3,940.

20. Child Support. Pursuant to the Utah Uniform Child Support Guidelines § 81-6-204 (2025), and a Joint Physical Custody Worksheet with Brittney having 182 overnights and David having 183 overnights, Brittney shall pay David \$207 per month in base child support.

21. Termination of Child Support. Pursuant to Utah Code § 81-6-213, unless the Court orders otherwise, support for a child terminates at the time (i) the child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is otherwise emancipated in accordance with Utah Code §78A-6-801 et seq.

22. Modification of Child Support. Under Utah Code § 81-6-212, a party has a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others; and if the change is not of a temporary nature and it results in a 15% or more difference between the amount previously ordered and the new amount of child support calculated using the appropriate child support worksheet. Additionally, the parents shall have a right to adjust this child support order by motion after three (3) years from the date of its entry if (1) upon review 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, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

Under Utah Code § 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount. In any proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

HEALTH INSURANCE & MEDICAL EXPENSES

23. Health Insurance. Pursuant to Utah Code § 81-6-208, the parties shall maintain and equally pay for the health insurance premium for the benefit of the minor child so long as it is available at reasonable cost through employment of either party, government subsidy, public assistance, or otherwise, and so long as it is required by law, but at least until the child(ren) shall reach the age of majority and complete high school with his/her usual class, marry, or otherwise becomes emancipated, whichever should first occur.

24. Calculating the Child's Portion of the Premium. The child(ren)'s portion of the premium is a per capita share of the premium actually paid. The premium expense for the child(ren) shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

25. Verification of Coverage. The parent maintaining insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 *et seq.*, upon initial enrollment of the child, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Section 601 *et seq.*, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

26. Medical Expenses. Each party shall pay fifty percent (50%) of any deductible amounts and fifty percent (50%) of all non-covered medical and dental expenses for the minor child. The party who incurs the medical expense shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. In addition to other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expenses or to receive reimbursement for covering the expenses if he/she fails to provide verification of the payment of those medical expenses in a timely manner.

27. Designation of Primary & Secondary Health Insurance Coverage. Pursuant to Utah Code § 81-6-208(3)(c), if, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance plan of Brittney shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of David shall be secondary coverage for the dependent child. If a parent marries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the married parent and shall retain the same designation as the primary or secondary plan of the dependent children.

CHILDCARE EXPENSES

28. Duty to Pay Childcare Expenses. Pursuant to Utah Code § 81-6-209, each parent shall share equally the reasonable work-related childcare expenses of the parents.

29. Due Date of Payment. A parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare

expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

30. Duty to Notify Other Parent. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall also notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change. In addition to other sanctions provided by the court, a parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to provide timely notice.

SCHOOL & EXTRACURRICULAR ACTIVITIES & EXPENSES

31. Mandatory School Fees. Each parent shall share equally the cost of any mandatory public-school fees.

32. Extracurricular Activities. Each parent shall share equally the cost of any extracurricular activities incurred on behalf of the minor child that are agreed upon in advance and in writing by both parents.

a. The parent who directly pays for such expenses shall provide a receipt or other written verification of payment to the other parent within thirty (30) days.

b. A party incurring school and extracurricular activity expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if he or she fails to provide timely notice.

c. A party shall not unreasonably withhold consent for the child to participate in extracurricular activities.

CHILD TAX EXEMPTIONS

33. Right to Claim Exemptions. The parties shall share the child tax credits, deductions, exemptions, and any other benefits associated with the minor child with David claiming in even-numbered years and Brittney claiming in odd-numbered years.

MARITAL PROPERTY

34. Real Property. The parties acquired an interest in real property during the marriage located at 3576 S. Cochise Drive, West Valley City, UT 84104 (“Marital Home”).

35. Award of Marital Home and Equity Interest. The Marital Home is awarded to David for his exclusive use, possession, and control. David is hereby awarded all equity and interest in the Marital Home. David shall be solely responsible for all mortgage payments and other payments associated with the Marital Home, including all utilities, maintenance, and other expenses related to the Marital Home, and shall hold Brittney harmless therefrom.

36. Refinance of Mortgage to Remove Brittney. David shall refinance or otherwise remove Brittney from the mortgage no later than two (2) years from the entry of the *Decree of Divorce*.

a. Brittney shall cooperate in good faith with the refinance, including executing any documents reasonably necessary to effectuate the refinance, including executing a Quitclaim Deed concurrently with the closing of the refinance.

37. Failure to Refinance and Sale of Marital Home. If David fails to refinance or otherwise remove Brittney from the mortgage within two (2) years from the entry of the *Decree of Divorce*, the Marital Home shall be immediately listed for sale. David shall continue to be solely responsible for the mortgage, utilities, and maintenance until the home is sold and the mortgage is satisfied.

a. Within seven (7) days of the two-year deadline, Brittney shall provide David with the names of three (3) licensed real estate agents.

b. David shall select one (1) agent from the list within fourteen (14) days of receipt. If David fails to select an agent within fourteen (14) days, Brittney may select an agent from her list, and the parties shall cooperate in retaining that agent for the purpose of selling the Marital Home.

c. The parties shall follow the reasonable recommendations of the real estate agent regarding listing timeline, listing price, price adjustments, and marketing strategy. Neither party shall unreasonably withhold consent or delay the sale.

d. Both parties shall have equal access to information from the real estate agent.

38. Distribution of Sale Proceeds. Upon the sale of the Marital Home, the net proceeds shall be distributed as follows:

a. First, the costs of sale shall be paid;

b. Second, the existing mortgage shall be paid;

c. Thereafter, David shall be awarded the remaining proceeds from the sale.

39. Prohibition on Further Encumbrance. Until Brittney's name has been removed from all mortgage obligations associated with the Marital Home, David shall not further encumber the Marital Home in any manner, including but not limited to obtaining a home equity loan, line of credit, second mortgage, refinance, or any other loan secured by the Marital Home, except as necessary to complete the refinance or other removal of Brittney from the mortgage as required by the *Decree of Divorce* for the sole purpose of removing Brittney from the mortgage and paying her equity interest.

40. Motor Vehicles. The parties acquired vehicles during the marriage. Brittney is hereby awarded the 2016 Ford Focus free and clear of any claim of David. David is hereby awarded the 2022 Chevy Colorado free and clear of any claim of Brittney. The parties shall hold the other harmless and indemnify the other with regard to any debts or liabilities associated with the vehicles he or she is awarded. The parties are hereby ordered to remove the other party from the title associated with the motor vehicle awarded to him or her within sixty (60) days of entry of the *Decree of Divorce*.

41. Other Personal Property. The parties acquired various items of personal property prior to and during the course of the marriage, which are hereby awarded as presently divided.

42. Retirement Accounts. The parties did not acquire any pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans during the marriage.

43. Financial Accounts. The parties acquired various checking, savings, and other financial accounts during the course of the marriage, which are hereby divided as follows:

a. The parties shall equally divide their joint accounts within seven (7) days of entry of the *Decree of Divorce*.

b. The parties are hereby awarded any other financial account(s) in his or her name free and clear of any claim of the other.

MARITAL DEBTS AND OBLIGATIONS

44. Debts and Obligations. The parties acquired various debts and obligations during the course of the marriage, which are hereby divided as follows:

a. Brittney shall be solely responsible for any debts in her name, including, but not limited to, student loan debt, holding David harmless.

b. David shall be solely responsible for any debts in his name, including, but not limited to, student loan debt, holding Brittney harmless.

45. No New Debts. Neither party shall incur any other debts, obligations or liabilities on the other party's credit or do anything for which the other party may be legally liable. Each party shall indemnify and hold the other harmless from loss and/or liability from the debts assigned herein, and their associated obligations or liabilities which may exist or come into existence in violation of the foregoing. Pursuant to Utah Code § 15-4-6.5, the parties shall provide a copy of the parties' *Decree of Divorce* to all creditors of the parties existing at the time of the entry of the *Decree of Divorce*.

ALIMONY

46. Alimony. The parties are fully capable of supporting themselves. Therefore, no alimony shall be awarded now or in the future.

MUTUAL RESTRAINING ORDERS

47. The parties are hereby ordered not to stalk, harass, intimidate, annoy, abuse, or commit domestic violence against the other, or threaten to do or attempt to do any of the above.

48. The parties shall not defame, demean, belittle, slander, badmouth, or disparage the other to third parties or on any social media.

49. Both parties are hereby restrained from saying or doing anything including, but not limited to, speaking derogatorily about the other parent or speaking to the child about the issues in this case or from attempting to influence the child's preference regarding custody or parent-time, which would tend to diminish the love and affection of the child for the other parent.

50. Both parties are hereby restrained from defaming, demeaning, belittling, slandering, badmouthing, or disparaging the child, the other party, or the other party's family

members to third parties or on any social media, including liking, following, posting, sharing, or otherwise promoting or distributing any content which could be perceived as violating any of the above provisions.

51. Both parties are hereby mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or a party shall remove the child from such circumstances.

MISCELLANEOUS PROVISIONS

52. Name Change. Brittney shall be restored to the use of her maiden name “McLachlan” if she so chooses. The *Decree of Divorce*, as signed by the Judge, shall be deemed sufficient to change Brittney’s name to “Brittney Dee McLachlan” in any legal or official capacity.

53. Execution of Deeds. Each party shall execute such deeds, contracts, agreements, or other conveyances as may be necessary to carry out the terms of the *Decree of Divorce*, within sixty (60) days of entry. Should a party fail to comply within sixty (60) days of entry, the other party may bring an order to show cause at the expense of the disobedient party and seek that the court appoint some other person to execute the document, pursuant to Utah Rule of Civil Procedure 70 (2025). Any document executed pursuant to Rule 70 (2025) will have the same effect as if executed by the disobedient party.

54. Attorney Fees. Each party shall pay his or her own reasonable attorney fees and costs incurred herein.

55. Default. In the event that either party defaults in his or her obligations ordered hereafter, the party in default shall be liable to the other party for all reasonable expenses,

including attorney fees, incurred in the enforcement of the obligations created by the Court's orders.

****THIS DOCUMENT CONSTITUTES A BINDING ORDER OF THE COURT WHEN IT BEARS THE JUDGE'S SEAL AT THE TOP OF THE FIRST PAGE****

APPROVAL AS TO FORM BY:

/s/ David Scott *

DAVID SCOTT

Respondent, Pro Se

*Written authorization to affix electronic signature on record with e-filer.

RULE 7(j) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above **DECREE OF DIVORCE** was served by the means indicated in the Certificate of Service attached hereto, on July 6, 2026, to the parties indicated therein. Notice of objections to this order must be submitted to counsel within seven days after service. Should no objections to this order be submitted to counsel within seven days after service, this Order should be presented to the Court for entry and signature.

/s/ Hayli Dickey

HAYLI DICKEY

Attorney for Brittney Scott

CERTIFICATE OF SERVICE

I certify that on July 6, 2026, I served a true and correct copy of the foregoing **DECREE OF DIVORCE** with the Court causing service to be effectuated on the following via method indicated:

David Scott
Respondent, Pro Se
loyalty324@gmail.com

/s/ Jen Linschoten

