

FILED DISTRICT COURT
Third Judicial District

JUL 28 2026

Salt Lake County

Rachel Smith

Name

3898 S Sigma DR

Address

Magna, Utah 84044

City, State, Zip

253-217-1313

Phone

rachel.lortie8@gmail.com

Email

By _____ Deputy Clerk

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)

Rachel Smith

(name of Petitioner)

and

Austin Smith

(name of Respondent)

Other parties (if any)

Divorce Decree

264902758

Case Number

Welch

Judge

Sagers

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. Rachel Smith and Austin Smith 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: Sofia Diane Smith
Date of Birth: Mar 20, 2015**

b.

**Child Name: Audrey Lee Smith
Date of Birth: Apr 4, 2017**

c.

**Child Name: Austin Oliver Smith II
Date of Birth: May 1, 2019**

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: Sofia Diane Smith
Date of Birth: Mar 20, 2015**

i.

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

Move-in Date: Apr 15, 2018

Address: 3898 S Sigma DR, Magna, Utah 84044 United States

(1).

Caretaker at this address: Rachel Smith

Caretaker current address: 3898 S Sigma DR, Magna, Utah 84044 United

States

(2).

Caretaker at this address: Austin Smith

Caretaker current address: 5347 W 4605 S , Salt Lake City, Utah 84120

United States

b.

Child Name: Audrey Lee Smith

Date of Birth: Apr 4, 2017

i.

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

Move-In Date: Apr 15, 2018

Address: 3898 S Sigma DR, Magna, Utah 84044 United States

(1).

Caretaker at this address: Rachel Smith

Caretaker current address: 3898 S Sigma DR, Magna, Utah 84044 United States

(2).

Caretaker at this address: Austin Smith

Caretaker current address: 5347 W 4605 S , Salt Lake City, Utah 84120 United States

c.

Child Name: Austin Oliver Smith II

Date of Birth: May 1, 2019

i.

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

Move-In Date: May 1, 2019

Address: 3898 S Sigma DR, Magna, Utah 84044 United States

(1).

Caretaker at this address: Rachel Smith

Caretaker current address: 3898 S Sigma DR, Magna, Utah 84044 United States

(2).

Caretaker at this address: Austin Smith

Caretaker current address: 5347 W 4605 S , Salt Lake City, Utah 84120 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 Rachel Smith and Austin Smith's minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Rachel Smith and Austin Smith 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 **Rachel Smith and Austin Smith.**

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 **Rachel Smith** be awarded Sole Physical custody. **Austin Smith** should have parent-time at reasonable times and places. **Rachel Smith** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The parents will follow a custom parent-time schedule:

a. **Rachel smith has the kids sun-Thurs night every week. Austin smith has the kids every other weekend, Fri-sun. Austin smith picks up Sofia and Oliver Tues/thurs and Audrey on Fri due to their current sports activities. If there are no sports activities, Austin smith will have the children Tues nights.**

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	Austin Smith	Rachel Smith
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday.	Odd years	Even years

Holiday	Period	Austin Smith	Rachel Smith
Memorial Day	(2) Holiday ends at 8:30 p.m. on the day before school resumes. (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Austin Smith is the mother or other parent granted Mother's Day in the order.	All years if Rachel Smith is the mother or other parent granted Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Austin Smith is the father or other parent granted Father's Day in the order.	All years if Rachel Smith is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes	Even years	Odd years

Holiday	Period	Austin Smith	Rachel Smith
	after the winter break.		
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

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 Rachel Smith's home residence.

14. Rachel Smith and Austin Smith has authority to check the children out of school. Rachel Smith and Austin Smith has access to the children during school. If the parents cannot agree, education decisions will be made by Rachel Smith.

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 5 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 3 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.

22. Other terms about child care: **Agreed upon individuals**

Relocation of a parent

23. Neither parent may relocate with the minor children more than 60 miles from their current residence without a written agreement signed by the parties or further court order.

24. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.

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.

END OF PARENTING PLAN

Income: Petitioner (Rachel Smith) (Utah Code 81-6-203)

28. Rachel Smith's gross monthly income for child support purposes is \$6738. Rachel Smith base child support amount using the sole custody calculation is \$1254. Rachel Smith receives the following gross monthly income:

Income: Respondent (Austin Smith) (Utah Code 81-6-203)

29. Austin Smith's gross monthly income for child support purposes is \$4117. Austin Smith's base child support amount using the sole custody calculation is \$768. Austin Smith receives the following gross monthly income:

30. The adjusted gross monthly income for Austin Smith is \$4117.

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

31. It is in the best interest of the children that Austin Smith be ordered to pay child support to Rachel Smith as follows:

a. \$768.00 per month base support. This amount complies with the Utah Child Support Act.

32. 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.

33. The sole custody worksheet was used to calculate child support.

Rachel Smith's base child support amount is \$1254 per month.

Austin Smith's base child support amount is \$768 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

34. 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.

35. 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.

36. Rachel Smith will give Austin Smith the information needed to set up direct deposit through Austin Smith's employer. Once Austin Smith has the information, Austin Smith will have Austin Smith's employer set up direct deposit to an account of Rachel Smith's choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

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

38. Austin Smith will pay any ORS fees. If Rachel Smith is the ORS applicant and the fees are withheld from payments to Rachel Smith, Austin Smith will reimburse Rachel Smith.

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

40. 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).

41. 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))

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. Rachel Smith may claim the parties' children as dependents/exemptions for tax purposes.

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:

- Rachel Smith's insurance will be primary coverage.
- Austin Smith'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:

- Rachel Smith's spouse's insurance will be primary coverage.
- Austin Smith'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. 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))

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: 2019
 - Make: Hyundai
 - Model: Accent
 - VIN: N/A
 - Owner (before divorce): Austin Smith
 - Current value: \$5,000.00
 - Amounts Estimated: yes

Basis of Estimation: online
Ownership After Divorce: Austin Smith
Loan: N/A

b.

Year: 2025
Make: Kia
Model: Sorento
VIN: N/A
Owner (before divorce): Rachel Smith
Current value: \$25,000.00
Amounts Estimated: yes
Basis of Estimation: online
Ownership After Divorce: Rachel Smith

i.

Lender: Kia Finance
Address: PO BOX 66891, Dallas TX, 75266
Date Acquired: N/A
Amount Owed: \$23,896.00
Amounts Estimated: no
Monthly Payment: \$469.64

The debt will be paid as follows: Rachel Smith will pay the entire debt.
Rachel Smith 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: 1154
Account Type: Checking
Institution Name: Wells Fargo
Address: 333 market st, san francisco call 94105
Date Opened: N/A
Balance (US Dollars): \$3,000.00
Estimated: yes
Estimation basis: Bills coming out
Owner: Rachel Smith and Austin Smith
Co-Owner(s): N/A

Divide as follows: Rachel Smith should be awarded the entire balance of \$3,000.00 from this money.

Debts

51. 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

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

a.

Description: Home

Address: 3898 S Sigma DR, Magna, Salt Lake, Utah 84044 United States

Tax ID: 12-32-402-030-0000

Legal Description: Lot 306, oquirrh view estates ph 3.

Date property acquired: Apr 5, 2018

Names on title: Smith, Austin P, Smith, Rachel D

Original cost: \$289,000

Current value: \$487,100.00

Property values estimated: no

Disposal: Rachel Smith will have exclusive use and possession of this property until one of the following occurs:

(i) Rachel Smith ceases to use this property as undefined primary residence;

(ii) Rachel Smith remarries;

(iii) Rachel Smith cohabits with a non-relative adult at this property.

Austin Smith will receive a share of the equity existing in the property on the date the divorce decree is signed.

The total equity to be divided is \$273268.58999999997. Austin Smith's share is \$90000. Austin Smith will have an equitable lien against the property in the amount of \$90000. Austin Smith will sign a quitclaim deed to Rachel Smith subject to that lien once the divorce is entered. Rachel Smith will pay Austin Smith \$90000 to satisfy the lien. Once Rachel Smith has paid the lien, Austin Smith will sign any documents necessary to remove the lien from the property.

i.

Creditor: N/A

Names on mortgage: Austin P Smith, Rachel D Smith

Date mortgage acquired: Aug 3, 2020

Mortgage balance: \$213,831.41

Monthly payment: \$1,528.14

Mortgage values estimated: no

This mortgage will be paid as follows after the divorce: Rachel Smith will pay the entire debt. Rachel Smith will provide a copy of the divorce decree to the lender.

Alimony

53. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

54. 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).

55. 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: 5190

Plan Name: 401k

Plan Administrator: Principal

Company Name: Breeze Airways

Address: 711 high street, Des Moines Iowa, 50392

Date Opened: Jul 31, 2024

Plan Value: \$75778

This plan is in the name of: Rachel Smith

Divide as follows: The entire account should be awarded to Rachel Smith.

Additional provisions

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

a.

Additional Provision: N/A

Duty to sign documents

57. 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)

Name after divorce

58. Rachel Smith changed her name when the parties married. Rachel Smith's name

will be Rachel Diane Lortie after the divorce.
Judge's signature may instead appear at the top of the first page of this document.

Date 7/28/2026

Signature ►

Judge

Signature ►

Date

Commissioner

Approved as to Form.

Other Party
Signature ►

Other Party Name Austin Smith

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: **Austin Smith**

Method of service: **Hand Delivery**

Address: **5437 w 4605 s, west valley city UT 84120**

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

07/02/2026

Date

Signature ►

Rachel Smith

Printed
Name

Rachel Smith