

Colton Lamar Jolley

Name

566 s newmark dr

Address

Tooele, Utah 84074

City, State, Zip

385-371-5891

Phone

jphoto19993@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)

Colton Lamar Jolley

(name of Petitioner)

and

Ashlee Jolley

(name of Respondent)

Other parties (if any)

Divorce Decree

264300252

Case Number

hogan

Judge

blocher

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Colton Lamar Jolley and Ashlee Jolley** 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: **Ryver Lee jolley**

Date of Birth: **Aug 26, 2020**

b.

Child Name: **Eymberlee kea jolley**

Date of Birth: **Dec 13, 2021**

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: **Ryver Lee jolley**

Date of Birth: **Aug 26, 2020**

i.

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

Move-in Date: **Mar 21, 2025**

Address: **566 s newmark dr, Tooele, Utah 84074 United States**

(1).

Caretaker at this address: **Tobi truesdell**

Caretaker current address: **566 s newmark dr, Tooele, Utah 84074 United States**

b.

Child Name: **Eymberlee kea jolley**

Date of Birth: **Dec 13, 2021**

i.

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

Move-in Date: **Mar 21, 2025**

Address: **566 s newmark dr, Tooele, Utah 84074 United States**

(1).

Caretaker at this address: **Tobi truesdell**

Caretaker current address: **566 s newmark dr, Tooele, Utah 84074 United States**

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 **Colton Lamar Jolley** and **Ashlee Jolley**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Colton Lamar Jolley** and **Ashlee Jolley** 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 **Colton Lamar Jolley** and **Ashlee Jolley**.

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. **Colton Lamar Jolley** is filing this Parenting Plan and verifies the plan is filed in good faith.
8. The children should reside in **Colton Lamar Jolley**'s home **183** overnights each year and in **Ashlee Jolley**'s home **182** overnights each year.
9. The parents will follow a custom parent-time schedule:
 - a. **Week days with dad Colton Jolley for school. Weekends with mom Ashlee Jolley Summer time we will Ashlee will have two weeks to my one week Sundays at 5:30 pm. as soon as she is done with rehab/soberliving**

Parent-time for special occasions

10. 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	Colton Lamar Jolley	Ashlee Jolley
Dr. Martin Luther King Jr. Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day. Children five and older: (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 upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day. Children five and older: (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 upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	Children under five: (1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (1) Holiday begins at: (a) the time 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. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day. Children five and older: (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: (a) upon delivering the minor 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	Children under five:	All years if Colton	All years if Ashlee

Holiday	Period	Colton Lamar Jolley	Ashlee Jolley
	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.. Children five and older: (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..	Lamar Jolley is the mother or other parent designated Mother's Day in the order.	Jolley is the mother or other parent designated Mother's Day in the order.
Father's Day	Children under five: (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m.. Children five and older: (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 Colton Lamar Jolley is the father or other parent designated Father's Day in the order.	All years if Ashlee Jolley is the father or other parent designated Father's Day in the order.
Juneteenth National Freedom Day	Children under five: (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 7:30 p.m. on the day following Juneteenth National Freedom Day. Children five and older: (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 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	Children under five: (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m. Children five and older: (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	Children under five: (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m. Children five and older: (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	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day. Children five and older: (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	Odd years	Even years

Holiday	Period	Colton Lamar Jolley	Ashlee Jolley
	holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
Fall Break	Children under five: (1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Halloween	Children under five: (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 7:30 p.m. on the same day the holiday begins. Children five and older: (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	Children under five: (1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (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 upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	Children under five: (1) Holiday begins at 5:30 p.m. on the day that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m. Children five and older: (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)	Children under five: (1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes.	Even years	Odd years

Holiday	Period	Colton Lamar Jolley	Ashlee Jolley
	Children five and older: (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.		
Day of Minor Child's Birthday	Children under five: (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m. Children five and older: (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	Children under five: (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m. Children five and older: (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Parent-time transfers

11. 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

12. 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

13. 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

14. The school the children will attend is based on **Colton Lamar Jolley's** home residence.

15. Colton Lamar Jolley and Ashlee Jolley has authority to check the children out of

school. Colton Lamar Jolley and Ashlee Jolley has access to the children during school. If the parents cannot agree, education decisions will be made by Colton Lamar Jolley.

Communication with each other

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

Communication with the children

17. 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.

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

- By any method

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than 0 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

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

23. Other terms about child care: **We need to agree on who will provide care for our children**

Relocation of a parent (Utah Code 81-9-209)

24. If either parent moves 150 miles or more 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.

a. 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.
 - b. 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.
25. If either parent lives 150 miles or more 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)

- a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:
 - i.
 - (A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or
 - (B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and
 - ii. the entire winter break period beginning on the day that school dismisses for the winter break and ending on 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.
 - (A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
 - (B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and
 - ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.
- c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:
 - i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and
 - ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and
 - iii. the noncustodial parent will return the child 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 a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

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 this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

26. 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.**

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

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

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the

issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Counseling**

Changing the plan

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

30. 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 (Colton Lamar Jolley) (Utah Code 81-6-203)

31. **Colton Lamar Jolley's** gross monthly income for child support purposes is **\$3592**. **Colton Lamar Jolley** receives the following gross monthly income:

Income: Respondent (Ashlee Jolley) (Utah Code 81-6-203)

32. **Ashlee Jolley's** gross monthly income for child support purposes is **\$1257**. **Ashlee Jolley** receives the following gross monthly income:

a. **Ashlee Jolley** has no recent work history. The court should consider **Ashlee Jolley's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

33. The adjusted gross monthly income for **Ashlee Jolley** is **\$1257**.

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

34. **Colton Lamar Jolley** 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 its what we agreed on.

35. It is in the best interest of the children that **Colton Lamar Jolley** be ordered to pay child support to **Ashlee Jolley** as follows:

a. **\$200.00** per month. This deviates from the Utah Uniform Child Support Guidelines.

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

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

36. 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.

37. **Ashlee Jolley** will give **Colton Lamar Jolley** the information needed to set up direct deposit through **Colton Lamar Jolley's** employer. Once **Colton Lamar Jolley** has the information, **Colton Lamar Jolley** will have **Colton Lamar Jolley's** employer set up direct deposit to an account of **Ashlee Jolley'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.

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

39. **Colton Lamar Jolley** and **Ashlee Jolley** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Ashlee Jolley**, **Colton Lamar Jolley** will reimburse **Ashlee Jolley** for half the fee.

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

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. As long as **Colton Lamar Jolley** is current on all child support and other court-ordered financial obligations, **Colton Lamar Jolley** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **ryver jolley**

43. As long as **Ashlee Jolley** is current on all child support and other court-ordered financial obligations, **Ashlee Jolley** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **eymberlee jolley**

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. Both parents 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:

- **Colton Lamar Jolley's** insurance will be primary coverage.

- **Ashlee Jolley'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:
 - **Colton Lamar Jolley's** spouse's insurance will be primary coverage.
 - **Ashlee Jolley'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.

Debts

49. 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

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

a.

Description: **House**

Address: **566 s newmark dr, Tooele, Tooele, Utah 84074 United States**

Tax ID: **87-0332029**

Legal Description: **Lot 156, WEST MEADOWS PLAT "C", according to the Official Plat thereof, on file and of record in the Office of the Tooele County Recorder, State of Utah**

Date property acquired: **Mar 21, 2025**

Names on title: **Colton Lamar Jolley, Tobi kea Truesdell**

Original cost: **\$413,865**

Current value: **\$428,000.00**

Property values estimated: **no**

Disposal: **Colton Lamar Jolley will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **Colton Lamar Jolley, Tobi kea Truesdell**

Date mortgage acquired: **Mar 21, 2025**

Mortgage balance: **\$433,667.27**

Monthly payment: **\$3,393.97**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Colton Lamar Jolley will pay the entire debt. Colton Lamar Jolley will provide a copy of the divorce decree to the lender.**

Alimony

Ashlee Jolley's Financial Need

51. **Ashlee Jolley's** ability to earn (after taxes) is **\$0.00** per month. This amount is based on these sources of income:

Monthly Ability to Earn

Source	Monthly income
Work (Including self employment, wages,	\$ 0

salaries, commissions,
bonuses, tips and overtime)

Rental income \$ _____

Business income \$ _____

Interest \$ _____

Income from interest refers to the money you earn as a result of lending money to others or depositing money in an interest-bearing account.

Dividends \$ _____

Dividends refer to a portion of a company's profits paid out to its shareholders as a form of return on their investment.

Retirement income \$ _____
(including pensions, 401(k),
IRA, etc.)

Worker's Compensation \$ _____

Social Security Disability \$ _____
(SSDI)

Supplemental Security \$ _____
Income (SSI)

Social Security (Other than \$ _____
SSDI or SSI)

Private Disability Insurance \$ _____

Unemployment benefits \$ _____

Education benefits \$ _____
(Including grants, loans,
cash scholarships, etc.)

Veteran's Benefits \$ _____

Alimony (from a prior \$ _____
marriage)

Child Support (from a prior \$ _____
order)

Payments from civil litigation \$ _____

Payments from civil litigation refer to the compensation received by an individual or entity as a result of a legal dispute settled through the court system, such as a settlement or court-awarded damages.

Victim restitution \$ _____

Victim restitution refers to the court-ordered payment made by a convicted offender to their victim(s) as a form of compensation for the harm or losses caused by their criminal actions.

Utah Cash Assistance \$ _____

Family Employment Program (FEP), etc.

Federal Cash Assistance \$ _____

Temporary Assistance for Needy Families (TANF), etc.

Financial support from household members \$ _____

Financial support from household members refers to the money received by an individual from other members of their household, such as a spouse, parent, or child, to help cover living expenses or other financial obligations.

Financial support from non-household members \$ _____

Financial support from non-household members refers to the money received by an individual from someone who is not a member of their household, such as a friend, relative, or member of a charitable organization, to help cover living expenses or other financial obligations.

Trust income \$ _____

Trust income refers to the money earned by a trust, a legal arrangement where a trustee holds and manages assets on behalf of beneficiaries, typically through investments, rental income, or interest on financial instruments.

Annuity income \$ _____

Annuity income refers to the periodic payments received by an individual from an annuity, a financial product that provides a guaranteed stream of income for a fixed period or for the rest of the individual's life in exchange for a lump sum or series of payments made to the annuity provider.

\$ _____

\$ _____

Total Gross Monthly Income \$ 0

Monthly Tax Deductions from Ability to Earn

Type of Deductions	Amount
Federal Income Tax	\$ _____
State Income Tax	\$ _____
Municipal Income Tax	\$ _____
FICA	\$ _____
Medicare	\$ _____

52. Ashlee Jolley will be receiving per month in child support in this case.

53. **Ashlee Jolley's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	\$ 0
Automobile maintenance	\$ 0
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 0
Telephone	\$ 0
Paid television, cable, satellite	\$ 0
Internet	\$ 0
Credit card payments	\$ 0
Loans and other debt payments	\$ 0
Alimony from previous marriages	\$ 0
Child support	\$ 0
Child care	\$ 0
Extracurricular activities for children	\$ 0
Education (children)	\$ 0
Education (self)	\$ 0

Health care insurance\$ 0
 Health care expenses\$ 0
 (excluding insurance listed
 above)
 Other insurance\$ 0
 Entertainment\$ 0
 Laundry and dry cleaning\$ 0
 Donations\$ 0
 Gifts\$ 0
 Union and other Dues\$ 0
 Garnishment or income\$ 0
 withholding order
 Retirement deposits\$ 0
 (including pensions, 401(k),
 IRA, etc.)
 Other\$ 0
 Other\$ 0
 Total current monthly expenses\$ 0

54. **Ashlee Jolley's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage\$ 0
 Real estate taxes (if not\$ 0
 included in mortgage)
 Real estate insurance (if not\$ 0
 included in mortgage)
 Real estate maintenance\$ 0
 Food and household\$ 0
 supplies
 Clothing\$ 0
 Automobile payments\$ 0
 Automobile insurance\$ 0

Automobile fuel\$ 0
Automobile maintenance\$ 0
Other transportation costs\$ 0
(public transportation,
parking, etc.)
Utilities (such as electricity,\$ 0
gas, water, sewer, garbage)
Telephone\$ 0
Paid television, cable,\$ 0
satellite
Internet\$ 0
Credit card payments\$ 0
Loans and other debt\$ 0
payments
Alimony from previous\$ 0
marriages
Child support\$ 0
Child care\$ 0
Extracurricular activities for\$ 0
children
Education (children)\$ 0
Education (self)\$ 0
Health care insurance\$ 0
Health care expenses\$ 0
(excluding insurance listed
above)
Other\$ 0
insurance
Entertainment\$ 0
Laundry and dry cleaning\$ 0
Donations\$ 0
Gifts\$ 0
Union and other Dues\$ 0
Garnishment or income

withholding order\$ 0

Retirement deposits\$ 0
(including pensions, 401(k),
IRA, etc.)

Other \$ 0
Other \$ 0

Total marital monthly expenses \$0

55. The difference between **Ashlee Jolley's** monthly net income (including child support) and monthly expenses is **\$0.00** based on **current** expenses. This is **Ashlee Jolley's** monthly financial need.

Colton Lamar Jolley's Ability To Pay

56. **Colton Lamar Jolley's** net income (after taxes) is **\$3,408.83** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 3591.67
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits	

(Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0

Total Gross Monthly Income	\$ 3591.67
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Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 125.39
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 57.45

57. **Colton Lamar Jolley** will be paying per month in child support in this case.

58. **Colton Lamar Jolley's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 2147
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Real estate taxes (if not\$ 0
included in mortgage) _____
Real estate insurance (if not\$ 0
included in mortgage) _____
Real estate maintenance\$ 0 _____
Food and household\$ 0
supplies _____
Clothing\$ 0 _____
Automobile payments\$ 0 _____
Automobile insurance\$ 0 _____
Automobile fuel\$ 0 _____
Automobile maintenance\$ 0 _____
Other transportation costs\$ 0
(public transportation, _____
parking, etc.) _____
Utilities (such as electricity,\$ 400
gas, water, sewer, garbage) _____
Telephone\$ 80 _____
Paid television, cable,\$ 0
satellite _____
Internet\$ 80 _____
Credit card payments\$ 0 _____
Loans and other debt\$ 0
payments _____
Alimony from previous\$ 0
marriages _____
Child support\$ 0 _____
Child care\$ 0 _____
Extracurricular activities for\$ 0
children _____
Education (children)\$ 0 _____
Education (self)\$ 0 _____
Health care insurance\$ 300 _____
Health care expenses\$ 0
(excluding insurance listed _____

above)

Other _____	\$ 0	
insurance _____		
Entertainment _____	\$ 0	
Laundry and dry cleaning _____	\$ 0	
Donations _____	\$ 0	
Gifts _____	\$ 0	
Union and other Dues _____	\$ 0	
Garnishment or income _____	\$ 0	
withholding order _____		
Retirement deposits _____	\$ 0	
(including pensions, 401(k), _____		
IRA, etc.) _____		
Other _____	\$ 0	
Other _____	\$ 0	
 Total marital monthly expenses		 <u>\$3007</u>

59. The difference between **Colton Lamar Jolley's** monthly net income and monthly expenses (including child support) is **\$401.83**. This is **Colton Lamar Jolley's** ability to pay alimony each month.
60. **Colton Lamar Jolley** and **Ashlee Jolley** have been married for **5 years and 4 months**.
61. The value of real property during the marriage is **\$428,000.00**
62. The value of personal property during the marriage is **\$0.00**.
63. The court should also consider these other factors: **I will have the kids most of the time while Ashlee gets treatment for her addiction problem for the next 6 months to a year**

Alimony Payment

64. **Colton Lamar Jolley** will pay **Ashlee Jolley** **\$200.00** in alimony each month.
65. These are the reasons for this amount: **we agreed**
66. Alimony will start the month immediately following entry of the divorce decree.
67. The payment schedule will be:
- one half by the 5th day of each month, and
 - the other half by the 20th day of each month.
68. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may

also collect alimony and their payment schedule will be followed.

69. **Colton Lamar Jolley's** alimony obligation will end the earliest of the following:

- 2 years and 0 months.
- If **Ashlee Jolley** dies.
- If **Ashlee Jolley** remarries.
- If **Ashlee Jolley** cohabits. Cohabitation must be proven in court before **Colton Lamar Jolley** stops paying alimony.

Retirement money

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

Additional provisions

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

a.

Additional Provision: **I will have the kids until ashlee jolley finishes sober living and rehab**

Duty to sign documents

72. 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 8/25/2026 Signature 
Judge 
Signature
Date
Commissioner

Approved as to Form.

Other Party
Signature ►

Ashlee Jolley

Other Party Ashlee Jolley
Name

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: **Ashlee Jolley**

Method of service: **Hand Delivery**

Address: **1053 w 1020 s st Provo UT 84601**

Date of Service: **Aug 9, 2026**

08/02/2026

Date

Signature



Printed
Name

Colton jolley