

Amy Joylynn Winsett

Name

3642 W 4475 S

Address

West Haven, Utah 84401

City, State, Zip

801-425-2002

Phone

amyjwinsett@gmail.com

Email

In the Court of Utah

SECOND Judicial District WEBER County

Court Address 2525 GRANT AVENUE, OGDEN, UT 84401

In the Matter of (select one)

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

Amy Joylynn Winsett

(name of Petitioner)

and

Michael Eugene Winsett

(name of Respondent)

Other parties (if any)

Divorce Decree

254901814

Case Number

Matthew J Hansen

Judge

Brandon Richards

Commissioner (domestic cases)

The court decrees:

Divorce

1. Amy Joylynn Winsett is granted a divorce. Amy Joylynn Winsett testified at a on grounds and jurisdiction for divorce. The divorce will become final upon entry of the divorce decree.

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

2. **Amy Joylynn Winsett and Michael Eugene Winsett** 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: **James William Winsett**
Date of Birth: **Jun 5, 2018**

b.

Child Name: **Zachary David Winsett**
Date of Birth: **Aug 27, 2020**

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: **James William Winsett**
Date of Birth: **Jun 5, 2018**

i.

Move-out Date: **This is the child's current address**
Move-in Date: **Aug 22, 2022**
Address: **3642 W 4475 S, West Haven, Utah 84401 United States**
(1).

Caretaker at this address: **Amy Joylynn Winsett**
Caretaker current address: **3642 W 4475 S, West Haven, Utah 84401**

United States

ii.

Move-out Date: **Aug 22, 2022**
Move-in Date: **Dec 15, 2020**
Address: **244 E 5350 S, Washington Terrace, Utah 84405 United States**
(1).

Caretaker at this address: **Michael Winsett and Amy Winsett**
Caretaker current address: **3642 W 4475 S, West Haven, Utah 84401**

United States

b.

Child Name: **Zachary David Winsett**

Date of Birth: **Aug 27, 2020**

i.

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

Move-in Date: **Aug 22, 2022**

Address: **3642 W 4475 S, West Haven, Utah 84401 United States**

(1).

Caretaker at this address: **Amy Joylynn Winsett**

Caretaker current address: **3642 W 4475 S, West Haven, Utah 84401**

United States

ii.

Move-out Date: **Aug 22, 2022**

Move-in Date: **Dec 15, 2020**

Address: **244 E 5350 S, Washington Terrace, Utah 84405 United States**

(1).

Caretaker at this address: **Michael Winsett and Amy Winsett**

Caretaker current address: **3642 W 4475 S, West Haven, Utah 84401**

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 **Amy Joylynn Winsett** and **Michael Eugene Winsett**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Amy Joylynn Winsett** and **Michael Eugene Winsett** 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 proposed by **Amy Joylynn Winsett**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Amy Joylynn Winsett** be awarded Sole

Legal and Sole Physical custody **Michael Eugene Winsett** should have parent-time at reasonable times and places.

The parents will follow a custom parent-time schedule.

a. **The children shall be in the sole legal and physical custody of Amy Joylynn Winsett. Michael Eugene Winsett is currently out of the country, not residing in Utah, and subject to a protective order. Michael Eugene Winsett shall not have parent-time at this time. If Michael Eugene Winsett returns and wishes to seek parent-time, he may petition the Court for a modification consistent with the children's best interests.**

Parent-time for special occasions

8. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	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.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m.		All Years: Amy Joylynn Winsett is the

Holiday	Period	Noncustodial Years	Custodial Years
	(2) Holiday ends on Mother's Day at 7 p.m.		mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Michael Eugene Winsett is the father	
Summer Break	The children shall remain in the sole custody and care of Amy Joylynn Winsett during the summer break. Michael Eugene Winsett is not exercising parent-time due to being out of the country and subject to a protective order. No summer parent-time shall be awarded at this time. If Michael Eugene Winsett returns and wishes to seek parent-time, he may petition the Court for a modification, subject to the children's best interests.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>		
Independence Day	<p>(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.</p>	Odd years	Even years
Pioneer Day	<p>(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.</p>	Even years	Odd years
Day of Child's Birthday	<p>(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.</p>	Even years	Odd years
Day Before or After Child's Birthday	<p>(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.</p>	Odd years	Even years
Amy Joylynne Winsett's Birthday	<p>Amy Joylynne Winsett will have parent-time each year on Amy Joylynne Winsett's birthday from 3:00 p.m. until the following morning when Amy Joylynne Winsett delivers the child to school, or 8:00 a.m. if there is no school.</p>		All years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.</p>		
Michael Eugene Winsett's Birthday	Michael Eugene Winsett will have parent-time each year on Michael Eugene Winsett's birthday from 3:00 p.m. until the following morning when Michael Eugene Winsett delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		

Parent-time transfers

9. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

Transfer at beginning of parent-time will be by **No parent-time is ordered at this time due to Respondent being out of the country and subject to a protective order.**

picking up/dropping off the children at this address:

Not applicable at this time.

Not applicable at this time.

Not applicable at this time., Not applicable at this time. Not applicable at this time.

Not applicable at this time.

Not applicable at this time.

Transfer at end of parent-time will be by **No parent-time is ordered at this time due to Respondent being out of the country and subject to a protective order.** picking up/dropping off the children at this address:

Not applicable at this time.

Not applicable at this time.

Not applicable at this time., Not applicable at this time. Not applicable at this time.

Not applicable at this time.

Not applicable at this time.

Curbside transfers

(The parent/person picking up or dropping off the children does not leave the vehicle and the other parent/person does not leave the residence.)

10. There will be curbside transfers. The parent/person dropping-off or picking-up a child will remain in the vehicle and the other parent/person will remain in the residence, building, or other vehicle where that other parent/person has been waiting, so that the two parents/persons are never in each other's physical presence.

Decision-making

11. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the

decision with the other parent as soon as reasonably possible.

Education plan

12. The school the children will attend is based on **Amy Joylynn Winsett's** home residence.

13. Amy Joylynn Winsett has authority to check the children out of school. Amy Joylynn Winsett has access to the children during school. If the parents cannot agree, education decisions will be made by Amy Joylynn Winsett.

Communication with each other

14. Parents will communicate with each other by:

In person

By email:	Amy Joylynn Winsett	amyjwinsett@gmail.com
	Michael Eugene Winsett	mwinsett@gmail.com

By texting:	Amy Joylynn Winsett	(801) 425-2002
	Michael Eugene Winsett	(801) 502-1703

By letter:	Amy Joylynn Winsett
	Michael Eugene Winsett

Communication with the children

15. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

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

- By any method

Records and information sharing

17. Other terms regarding records and information sharing:

Amy Joylynn Winsett shall have sole authority to access and share records and information regarding the children's education, health care, and childcare.

Michael Eugene Winsett shall not have direct access to such records or providers due to the protective order and his absence from the state.

Travel by the children

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

19. If the children will be travelling for more than **Not applicable at this time, as**

Michael Eugene Winsett is not exercising parent-time. days, the parent arranging the travel will notify the other parent at least **Not applicable at this time.** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **Not applicable at this time.** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

21. Other terms about child care: **Amy Joylynn Winsett shall have the sole authority to select appropriate childcare providers for the children.**

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

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

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.

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

Relocation Schedule (Utah Code 81-9-209)

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

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. extended parent-time equal to $\frac{1}{2}$ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

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

24. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **Not applicable at this time, as Michael Eugene Winsett is not exercising parent-time. Petitioner (Amy Joylynn Winsett) shall not be responsible for any relocation or travel expenses related to Respondent's future visitation unless specifically ordered by the Court.**

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.

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 (Amy Joylynn Winsett) (Utah Code 81-6-203)

27. **Amy Joylynn Winsett's** gross monthly income for child support purposes is **\$4542**. **Amy Joylynn Winsett** base child support amount using the **sole** custody calculation is **\$737**. **Amy Joylynn Winsett** receives the following gross monthly income:

a. **Amy Joylynn Winsett** is employed at **The Healing Haven LLC**. **Amy Joylynn**

Winsett earns **\$4542** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Michael Eugene Winsett) (Utah Code 81-6-203)

28. **Michael Eugene Winsett's** gross monthly income for child support purposes is **\$7000**. **Michael Eugene Winsett** receives the following gross monthly income:

- a. **Michael Eugene Winsett** does not have any countable income from any source.
- b. **Michael Eugene Winsett** is voluntarily unemployed. Based on **Michael Eugene Winsett's** work experience, **Michael Eugene Winsett** is capable of earning **\$40.38** per hour, or **\$7000** per month. (Utah Code 81-6-203)
- c. **Michael Eugene Winsett** is ordered to pay **\$100.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

29. The adjusted gross monthly income for **Michael Eugene Winsett** is **\$6900**.

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

30. It is in the best interest of the children that **Michael Eugene Winsett** be ordered to pay child support to **Amy Joylynn Winsett** as follows:

a. **\$1,105.00** per month base support. This amount complies with the Utah Child Support Act.

31. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

32. The **sole** custody worksheet was used to calculate child support.

Amy Joylynn Winsett's base child support amount is **\$737** per month.

Michael Eugene Winsett's base child support amount is **\$1105** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-6-205(8)(a)).

Child support reduction for extended parent-time

33. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child

who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)). The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

34. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

35. Child support will be paid as follows:

Michael Eugene Winsett shall make child support payments directly through the Utah Office of Recovery Services (ORS). Payments shall be made monthly as ordered, regardless of employment status. Amy Winsett may sell the property awarded to Michael Winsett to satisfy his child support obligations.

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

37. **Michael Eugene Winsett** will pay any ORS fees. If **Amy Joylynn Winsett** is the ORS applicant and the fees are withheld from payments to **Amy Joylynn Winsett**, **Michael Eugene Winsett** will reimburse **Amy Joylynn Winsett**.

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

39. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

40. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

(Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

41. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

42. **Amy Joylynn Winsett** may claim the parties' children as dependents/exemptions for tax purposes.

a. Amy Joylynn Winsett shall have the sole right to claim all children as dependents for all federal, state, and local tax purposes, including the child tax credit and any related benefits.

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

43. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

44. **Amy Joylynn Winsett** 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:

- **Amy Joylynn Winsett's** insurance will be primary coverage.
- **Michael Eugene Winsett'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:

- **Amy Joylynn Winsett's** spouse's insurance will be primary coverage.
- **Michael Eugene Winsett's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

45. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Amy Joylynn Winsett shall be solely responsible for all childcare expenses. Michael Eugene Winsett shall not be responsible for any portion of childcare costs.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

46. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

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

Vehicles

48. Vehicles will be divided as follows:

a.

Year: **2015**

Make: **Chevrolet**

Model: **Equinox**

VIN: **1GNFLHEK7FZ140911**

Owner (before divorce): **Amy Joylynn Winsett**

Current value: **\$7,000.00**

Amounts Estimated: **yes**

Basis of Estimation: **Chat GPT**

Ownership After Divorce: **Amy Joylynn Winsett**

i.

Lender: **Bridgecrest Financial**

Address: **Bridgecrest 7300 E. Hampton Ave, Ste. 101 Mesa, AZ 85209-3324**

Date Acquired: **N/A**

Amount Owed: **\$19,963.77**

Amounts Estimated: **no**

Monthly Payment: **\$598.00**

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

49. This other property will be divided as follows:

a.

Description: **Boat and Boat Trailer**

Owner: **Michael Eugene Winsett**

Date acquired: **N/A**

Current value: **\$5,000.00**

Estimated: **yes**

Basis of estimation: **Chat GPT**

Ownership after divorce: **The boat and trailer titled in the name of Michael Eugene Winsett shall remain his sole property; however, he shall transfer possession of the property to Amy Joylynn Winsett for the sole purpose of selling it on his behalf. Any proceeds from the sale, after costs of sale, shall be applied toward his child support obligation.**

Loan: **N/A**

b.

Description: **5 Kayaks, Canoe, 3 Paddle Boards, 1 Paddle Boats**

Date acquired: **N/A**

Current value: **\$1,500.00**

Estimated: **yes**

Basis of estimation: **Resale on Ksl.com and Facebook Marketplace**

Ownership after divorce: **The property is awarded to Michael Eugene Winsett, but will be transferred to Amy Joylynn Winsett to be sold to pay ongoing child support.**

Loan: **N/A**

50. **Amy Joylynn Winsett will receive the following property:**

a. All personal property currently in the possession of Petitioner, Amy Joylynn Winsett, shall be and remain her sole and separate property. This includes, but is not limited to, household furnishings, furniture, appliances, kitchen items, tools, equipment, coin collections, recreational equipment, and any trailers and watercraft. Respondent, Michael Eugene Winsett, shall have no right, title, claim, or interest in any such property. Any personal property not specifically itemized that is presently in Petitioner's possession shall likewise remain her sole and separate property.

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 do not have any real property that is marital property. The parties do not need a court order about real property.

Business interests

53. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **The Healing Haven LLC**

Description: **Massage Therapy**

Phone: **(801) 448-7377**

Address: **3642 W 4475 S, West Haven, Utah 84401 United States**

Total Value: **\$500**

Percent owned by Petitioner: **100%**

Percent owned by Respondent: **0%**

Percent owned by Petitioner after divorce: **100%**

Percent owned by Responent after divorce: **0%**

Alimony

54. Neither party will pay alimony.

Retirement money

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

Additional provisions

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

a.

Additional Provision: All communication between the parties shall be in writing (text or email only), except in emergencies regarding the children or unless both parties mutually agree to communicate by phone or in person in the future. Neither party shall disparage or speak negatively about the other in the presence of the children, and both parties shall encourage a positive relationship between the children and the other parent. Any property not specifically divided in this decree shall remain with the party currently in possession. Each party shall be responsible for debts and liabilities incurred in their own name after the date of separation. All child support payments shall be processed through the Utah Office of Recovery Services (ORS) for tracking and enforcement, and each party shall provide updated contact information to the other party and to ORS within 30 days of any change. Neither parent shall expose the children to unsafe individuals, illegal substances, or criminal activity. The custodial parent shall have sole discretion regarding extracurricular activities, medical decisions, and schooling, consistent with legal custody orders. Any personal property previously left behind by Michael Eugene Winsett in Utah, including but not limited to the boat, tools, and coins,

shall be deemed awarded to Amy Joylynn Winsett without further obligation or division. If Michael Eugene Winsett wishes to retrieve any personal property, he must do so in person, through a process arranged and approved by the Court, and in compliance with the existing protective order. No third party, including family members or friends, shall be permitted to retrieve property on his behalf. Any property not retrieved in this manner shall remain with Amy Joylynn Winsett as her sole property. Each party shall be solely responsible for any debts, liabilities, or financial obligations incurred in their own name, whether before or after the entry of this Decree of Divorce. Petitioner, Amy Joylynn Winsett, shall not be held responsible for any debts of Respondent, Michael Eugene Winsett, including but not limited to credit cards, loans, medical bills, or other financial obligations. Any joint debts, if any exist, shall be the sole responsibility of the party who incurred or benefited from the debt after separation.

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. **Amy Joylynn Winsett** changed her name when the parties married. **Amy Joylynn Winsett's** name will be **Amy Joylynn Barber** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

4/17/26

Date

Signature ▶

Judge

Signature ▶

Date

Commissioner _____

Approved as to Form.

Other Party _____

Signature ►

Other Party Michael Eugene Winsett
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.

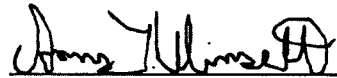
a.

Name: **Michael Eugene Winsett**
Method of service: **Email**
Address: **mwinsett01@gmail.com**
Date of Service: **Mar 3, 2026**

03/03/2026

Date

Signature ►



Printed
Name

Amy Joylynne Winsett