

Name: Shyanne Ivy Garnett
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West Haven, UT 84401
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Pro Se I am the Petitioner

IN THE DISTRICT COURT OF UTAH
SECOND JUDICIAL DISTRICT, WEBER COUNTY
2525 Grant Avenue
Ogden, UT 84401
Phone: 801-395-1079
E-mail: 2webermorgand@utcourts.gov

In the Matter of the Marriage of
Shyanne Ivy Garnett,
Petitioner,

and

Kyle Richard Garnett,
Respondent.

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**DECREE OF DIVORCE
AND JUDGMENT**

Case No. 264900155

Judge: Hansen

Commissioner: Richards

This divorce action is before the court on **Shyanne Ivy Garnett's** VERIFIED PETITION FOR DIVORCE. The Court having found and entered its FINDINGS OF FACT AND CONCLUSIONS OF LAW and being otherwise fully advised, adjudges and decrees as follows:

DIVORCE

1. Shyanne Ivy Garnett is granted a divorce based on the Affidavit of Jurisdiction and Grounds, the divorce to become final upon entry.

CHILDREN

2. Kyle Richard Garnett is the legal father and Shyanne Ivy Garnett is the legal mother of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because

the parties became the legal parents of the children prior to or during the time the parties were married, or if the parties are expecting the birth of a child at the time of the divorce, their child will be born within 300 days of the entry of the DECREE OF DIVORCE. The name, birth month, and birth year of each minor child are listed below:

<u>Name</u>	<u>Date of Birth</u>
Rhett Walker Garnett	03/17/2022

CHILDREN – CUSTODY

3. The parties shall have shared legal custody of the minor child(ren).

The parties shall have shared physical custody of the minor child(ren) of the parties in accordance with the Parenting Schedule below.

The Court should approve the following parenting plan.

PARENTING PLAN

PARENTING SCHEDULE

4. WEEKLY SCHEDULE

Wednesday evening to the following Wednesday morning. 1 week each

5. HOLIDAY SCHEDULE

The schedule below indicates if child(ren) will be with the parent in ODD or EVEN number years or EVERY year:

	<u>MOTHER</u>	<u>FATHER</u>
New Year's Day	Even	Odd
Martin Luther King Day	Even	Odd
Presidents' Day	Even	Odd
Memorial Day	Even	Odd
July 4th	Even	Odd
Labor Day	Even	Odd
Veterans' Day	Even	Odd
Thanksgiving Day and Friday	Even	Odd
Christmas Eve	Even	Odd

Christmas Day	Even	Odd
Mother's Day	Every	
Father's Day		Every
Rhett's Birthday	Even	Odd

a. START AND END TIME FOR HOLIDAY PARENTING SCHEDULE

For the purposes of this parenting plan, the holiday will start and end as follows:

() Holidays that fall on Friday will include the following Saturday and Sunday

() Holidays that fall on Monday will include the preceding Saturday and Sunday

(X) Other: For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):

begin: 6pm day before holiday

end: 6pm day of holiday

6. VACATION SCHEDULE

a. WINTER VACATION

The day-to-day schedule shall apply except as follows: n/a.

b. SPRING VACATION

The day-to-day schedule shall apply except as follows: n/a.

c. SUMMER VACATION

The day-to-day schedule shall apply except as follows: n/a.

TRANSPORTATION AND EXCHANGE

7. Transportation for the minor child(ren) will be provided as follows:

By parents of minor child.

The parties will meet to exchange the child(ren) at:

Daycare or each other's houses.

TAX DEDUCTION FOR DEPENDENT CHILDREN

8. The parties shall share entitlement to claim the child(ren) as follows: the father shall claim the child(ren) on even years and the mother shall claim the child(ren) on odd years.

CHILD HEALTH CARE

9. Pursuant to Utah Code 78B-12-212:

a. Both parents are required to maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of ☐ **Petitioner** ☒ **Respondent** shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of ☒ **Petitioner** ☐ **Respondent** shall be secondary coverage for the dependent child. 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. ☐ **Petitioner** ☒ **Respondent** ☐ **Both parties shall equally** pay the out-of-pocket costs of the premium actually paid by a party for each child's portion of the insurance.

d. ☐ **Petitioner** ☐ **Respondent** ☒ **Both parties shall equally** pay all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.

e. The party who incurs health care expenses shall provide written verification of the cost and payment of those health care expenses to the other party within 30 days of payment.

f. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

g. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year and notify the other party and ORS, if ORS is providing collection services, within 30 days of any change of coverage.

LIFE INSURANCE FOR CHILD(REN)

10. ☐ The Father shall maintain life insurance in the face amount of:

\$_____, naming _____ as the beneficiary, and shall be required to keep life insurance in effect until ____/____/20__.

☐ The Mother shall maintain life insurance in the face amount of:

\$_____, naming _____ as the beneficiary, and shall be required to keep life insurance in effect until ____/____/20__.

☐ Neither party shall be required to maintain life insurance for the benefit of the child(ren).

11. The parents shall exchange information concerning the health, education, and welfare of the children.

12. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's present and future physical care, support, education, health care, and religious upbringing.

13. When a child is with a parent, that parent will make the day to day decisions regarding the care, control and discipline of that child. That parent may also make emergency decisions regarding the health or safety of that child.

14. Decisions made by the parents either mutually or individually shall minimize the disruption of a child's attendance at school and other activities, the child's daily routine, and the child's association with friends.

15. Any parental duties or rights not specifically addressed in this plan should be discussed and mutually decided by both parents.

16. Should the parties have a dispute regarding parenting of the children, the following dispute resolution process will be used:

Both parents of RWG will identify the issue of disagreement and engage in an open and respectful conversation. If there is still no agreement between both parents, we will see professional help.

17. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for counseling through a mutually agreed upon counselor. There must be a written agreement signed by both parents to be binding and a copy shall be provided to each parent. The parents shall share the costs of counseling equally. Should the parties be unable to agree upon a counselor, the parties will each submit three names to the Court and the Court will select a counselor out of the names submitted.

18. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through counseling, unless both parents agree in writing on a different method of dispute resolution, which may include mediation, arbitration, or court review. Should both parents agree in writing on mediation or arbitration as a method of dispute resolution, there must be a written agreement to be binding or an arbitration record and decision and no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

19. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay that parent's own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, or arbitration.

20. The parties agree to the following in addition to the other terms of this parenting plan:

☒ No additional provisions.

or

☐

21. If a parent fails to comply with a provision of any part of this parenting plan, the other parent's obligations under this parenting plan are not affected.

22. I understand that selecting a custody arrangement which results in child support being calculated using the Joint Custody Child Support Worksheet may result in denial of state cash assistance through the TANF/FEP program for the parties and the parties' children. Utah Code 30-3-10.2(4) and 35A-3-1 et Seq.

INCOME: Shyanne Ivy Garnett

23. Pursuant to Utah Code 78B-12-203 Shyanne Ivy Garnett's total countable gross monthly income rounded for child support purposes is \$ 6950.4. Shyanne Ivy Garnett receives the following gross income from the following sources:

DEFENSE FINANCE & ACTG SERVICE RM 1907

Gross Monthly

Income: 6950.4

DEFENSE FINANCE & ACTG SERVICE RM 1907

Gross Monthly

Income _____

Other:

INCOME: Kyle Richard Garnett

24. Pursuant to Utah Code 78B-12-203 Kyle Richard Garnett's total countable gross monthly income rounded for child support purposes is 6536. Kyle Richard Garnett receives the following gross income from the following sources:

DEFENSE FINANCE & ACTG SERVICE RM 1907

Gross Monthly

Income: 6536

Other:

CHILD SUPPORT

25. Pursuant to Utah Code 78B-12-202 et seq., Mother will pay \$18.84 per month. The agreed amount of support is different than the Guideline amount because: The minors child agrees to pay a couple dollars extra a month for child support to the child's father.

a. A sum of \$18.84 per month base support in compliance with the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801.

b. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

c. The issue of child support arrearages may be determined by further judicial or administrative process.

d. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

e. Under Utah Code 78B-12-210(8), the parties have a right to adjust this child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

PUBLIC ASSISTANCE STATEMENT – ORS

26. ☐ Petitioner ☐ Respondent ☒ Neither party has received or is receiving public assistance from the State of Utah which would require that notice be provided to the Office of Recovery Services.

PROPERTY

27. During the course of the marriage relationship, the parties have acquired certain items of personal property. The personal property is to be distributed as follows:

Property is awarded to each party as follows:

A. Real Estate

The following real estate is owned jointly:

2502 S. 3500 W. TAYLOR, UT. 84401

Wife agrees to transfer title of the property to Husband.

Husband will be responsible for and shall hold Wife harmless on the monthly mortgage payment in the amount of \$1553.00.

B. Retirement Accounts and Pensions

none

C. Vehicles

none

D. Bank Accounts

none

E. Other Personal Property

Petitioner, Shyanne Ivy Garnett, shall have sole possession of the following property:

none

Respondent, Kyle Richard Garnett, shall have sole possession of the following property:
none

The parties have already divided all other existing real and personal property, both tangible and intangible, and have no other property of any type or kind to divide.

DEBTS

28. During the course of the marriage, the parties have acquired certain debts and obligations. Each party should be ordered to assume and pay the debts and hold the other harmless from liability as follows:

Petitioner shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>
none		

Respondent shall be responsible for the following debts:

	<u>Creditor</u>	<u>Amount</u>
REAL ESTATE DEBT: - 2502 S. 3500 W. TAYLOR, UT. 84401	PRIMARY RESIDENTIAL MORTGAGE	\$247,000

All other debts are the responsibility of the person incurring the debt. Pursuant to Utah Code § 15-4-6.5 Petitioner shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce.

29. Each party hereby waives past and present alimony from the other.

DUTY TO SIGN DOCUMENTS WHICH IMPLEMENT DECREE OF DIVORCE

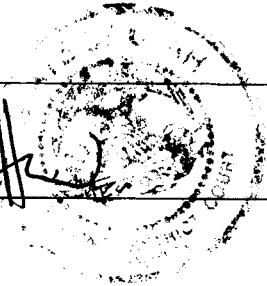
30. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within sixty (60) days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and

seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

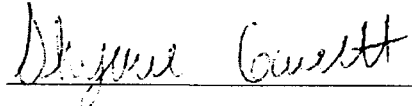
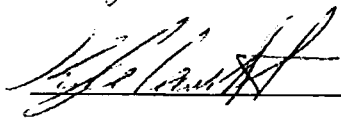
NAME CHANGE

31. Neither party requests a change of name.

Commissioner's or judge's signature may instead appear at the top of the first page of this document.

_____	Signature ►	
Date	Commissioner	
5/29/26	Signature ►	
_____	Judge	

Approved as to form.

_____	Signature ►	
Date	Petitioner, Attorney or Licensed Paralegal Practitioner	
5/25/2026	Signature ►	
Date	Respondent, Attorney or Licensed Paralegal Practitioner	

Certificate of Service

I certify that I filed with the court and am serving a copy of this Decree of Divorce and Judgment on the following people.

Person's Name	Service Method	Service Address	Service Date
Kyle Richard Garnett	☐ Mail ☒ Hand Delivery ☐ E-filed ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)	2502 S. 3500 W. Taylor, Ut. 84401	5-25-26
	☐ Mail ☐ Hand Delivery ☐ E-filed ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		
	☐ Mail ☐ Hand Delivery ☐ E-filed ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		

5-25-26

Signature ▶

Shyanne Garnett

Date

Printed Name

Shyanne Garnett