

Shelby Willoughby
Name
4930 S. 4300 W.
Address
Hooper, Utah 84315
City, State, Zip
801-388-0874
Phone
shelbyf_23@hotmail.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)

Shelby Willoughby
(name of Petitioner)

and

David Jordan Willoughby
(name of Respondent)

Other parties (if any)

Divorce Decree

264900676

Case Number

Judge Matthew J Hansen

Judge

Commissioner Brandon Richards

Commissioner (domestic cases)

The court decrees:

Divorce

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

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

2. **Shelby Willoughby** and **David Jordan Willoughby** 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: **Avery Willoughby**

Date of Birth: **Oct 28, 2017**

b.

Child Name: **Aliza Willoughby**

Date of Birth: **Mar 28, 2021**

c.

Child Name: **Axl Willoughby**

Date of Birth: **Feb 7, 2025**

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: **Avery Willoughby**

Date of Birth: **Oct 28, 2017**

i.

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

Move-in Date: **Oct 28, 2017**

Address: **4930 S. 4300 W. , Hooper, Utah 84315 United States**

(1).

Caretaker at this address: **David Jordan Willoughby**

Caretaker current address: **4930 S. 4300 W. , Hooper, Utah 84315 United**

States

(2).

Caretaker at this address: **Shelby Willoughby**

Caretaker current address: **4930 S. 4300 W. , Hooper, Utah 84315 United**

States

b.

Child Name: **Aliza Willoughby**

Date of Birth: **Mar 28, 2021**

i.

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

Move-in Date: **Mar 28, 2021**

Address: **4930 S. 4300 W. , Hooper, Utah 84315 United States**

(1).

Caretaker at this address: **David Jordan Willoughby**

Caretaker current address: **4930 S. 4300 W. , Hooper, Utah 84315 United**

States

(2).

Caretaker at this address: **Shelby Willoughby**

Caretaker current address: **4930 S. 4300 W. , Hooper, Utah 84315 United**

States

c.

Child Name: **Axl Willoughby**

Date of Birth: **Feb 7, 2025**

i.

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

Move-in Date: **Feb 7, 2025**

Address: **4930 S. 4300 W. , Hooper, Utah 84315 United States**

(1).

Caretaker at this address: **David Jordan Willoughby**

Caretaker current address: **4930 S. 4300 W. , Hooper, Utah 84315 United**

States

(2).

Caretaker at this address: **Shelby Willoughby**

Caretaker current address: **4930 S. 4300 W. , Hooper, Utah 84315 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 **Shelby Willoughby** and **David Jordan Willoughby's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Shelby Willoughby** and **David Jordan Willoughby** 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 **Shelby Willoughby** and **David Jordan Willoughby**.

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. **Shelby Willoughby** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Shelby Willoughby's** home **183** overnights each year and in **David Jordan Willoughby's** home **182** overnights each year.

Parent-time

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

Week	Evening	Parent
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FOR ALL CHILDREN (Children under 5 will visit along with children 5 to 18 years)

Parent-time for special occasions

11. 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	David Jordan Willoughby	Shelby Willoughby
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	David Jordan Willoughby	Shelby Willoughby
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 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.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	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 granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
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. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Shelby Willoughby is the 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: David Jordan Willoughby is the father	
Summer Break	David Jordan Willoughby will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of David Jordan Willoughby. David Jordan Willoughby will have an additional two weeks of	Odd years	Even years

Holiday	Period	David Jordan Willoughby	Shelby Willoughby
	extended Summer Parent-time at the option of David Jordan Willoughby, subject to weekday parent-time for Shelby Willoughby, but not weekends normally exercised by Shelby Willoughby. David Jordan Willoughby will notify Shelby Willoughby of the summer break extended parent-time by May 1 each year. Shelby Willoughby will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Shelby Willoughby. Shelby Willoughby will notify David Jordan Willoughby of the summer break extended parent-time by May 15 each year. If the notification by David Jordan Willoughby is not timely, Shelby Willoughby may determine the schedule for extended parent-time for David Jordan Willoughby, so long as Shelby Willoughby has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(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.	Even years	Odd years
Day Before or After Child's Birthday	(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.	Odd years	Even years
Shelby Willoughby's Birthday	Shelby Willoughby will have parent-time each year on Shelby Willoughby's birthday from 3:00 p.m. until the following morning when Shelby Willoughby 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 uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
David Jordan Willoughby's Birthday	David Jordan Willoughby will have parent-time each year on David Jordan Willoughby's birthday from 3:00 p.m. until the following morning when David Jordan Willoughby 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 uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

12. 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

13. 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

14. 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

15. The school the children will attend is based on a specific plan for where the children will attend school: **Children will attend Country View Elementary, Rocky Mountain Jr High and West Field High School no matter where both parents live unless otherwise agreed upon by both David Jordan Willoughby and Shelby Willoughby..**

16. Shelby Willoughby and David Jordan Willoughby has authority to check the children out of school. Shelby Willoughby and David Jordan Willoughby has access to the children during school. If the parents cannot agree, education decisions will be made by Shelby Willoughby.

Communication with each other

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

Communication with the children

18. 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.

19. Parents and children may communicate with each other whenever the children

choose.

- By any method

20. Other terms about communication with the children: **If the children are in the care of someone else such as a grandparent, friend, neighbor, or other relative, they are required to answer any phone calls from either parents no matter the custody schedule. Given the proximity of the parties' residences, it is in the children's best interests that a Right of First Refusal be implemented. If either parent will be away from the children for three (3) or more consecutive hours during scheduled parent-time, that parent shall notify the other parent by text message or parenting application and offer the other parent the opportunity to provide care before utilizing third-party assistance. The receiving parent shall have thirty (30) minutes to accept. This provision does not apply to school, daycare, work-related childcare, or emergencies.**

Records and information sharing

21. 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

22. 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.

23. If the children will be travelling for more than **4** days, the parent arranging the travel will notify the other parent at least **90** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **30** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

A relative, friend, or neighbor.

Over the age of **14**.

Relocation of a parent

25. Neither parent may relocate with the minor children more than **25** miles from their current residence without a written agreement signed by the parties or further court order.

26. 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 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. **Mediation**

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 (Shelby Willoughby) (Utah Code 81-6-203)

31. **Shelby Willoughby's** gross monthly income for child support purposes is **\$0**. **Shelby Willoughby** receives the following gross monthly income:

a. **Shelby Willoughby** does not have any countable income from any source.

Income: Respondent (David Jordan Willoughby) (Utah Code 81-6-203)

32. **David Jordan Willoughby's** gross monthly income for child support purposes is **\$9167**. **David Jordan Willoughby** receives the following gross monthly income:

33. The adjusted gross monthly income for **David Jordan Willoughby** is **\$9167**.

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

34. **Shelby Willoughby** 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 David Jordan Willoughby is self employed and his income will be different every year. This is agreed upon based on an average of the last 3 years of income..

35. It is in the best interest of the children that **David Jordan Willoughby** be ordered to pay child support to **Shelby Willoughby** as follows:

a. **\$640.00** 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. Child support will be paid as follows:

David Jordan Willoughby will pay child support by depositing the money into Shelby's account.

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

39. **David Jordan Willoughby** will pay any ORS fees. If **Shelby Willoughby** is the ORS applicant and the fees are withheld from payments to **Shelby Willoughby**, **David Jordan Willoughby** will reimburse **Shelby Willoughby**.

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 **Shelby Willoughby** is current on all child support and other court-ordered financial obligations, **Shelby Willoughby** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Petitioner and Respondent should jointly file their federal and state taxes for the year 2025 and should fully cooperate one with another to see that the same is accomplished. Any tax refund or liability resulting from the filing should be equally divided between parties. Thereafter Petitioner and Respondent should file their taxes individually. In the event there are an even number of children that are able to be claimed as dependents for federal and state income tax purposes, the parties shall equally divide the children such that each party claims the same number of children as dependents for their taxes every year. In the event there are an odd number children that are able to be claimed as dependents for federal and state income tax purposes, such that one parent will claim one more child than the other party as a dependent, in even years, Petitioner shall be entitled to claim the additional dependent and in odd years Respondent shall claim the additional dependent. Notwithstanding the above, Respondent shall only be able to claim the children as described above so long as he is current on his child support (including any medical and daycare reimbursements) by December 31st of the tax year Respondent is entitled to claim the children. If Respondent is not current on his child support**

(including any medical and daycare reimbursements) by December 31st of the tax year he is entitled to claim one or more children, Respondent shall not be entitled to claim any of the children and Petitioner shall instead be entitled to claim the child(ren) for that tax year.

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

b.

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. 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. Responsibility for child medical and dental expenses will be as follows:

b. 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:

- **Shelby Willoughby's** insurance will be primary coverage.
- **David Jordan Willoughby's** insurance will be secondary coverage.

c. 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:

- **Shelby Willoughby's** spouse's insurance will be primary coverage.
- **David Jordan Willoughby's** spouse's insurance will be secondary coverage.

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

e. 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.

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

g. 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.

h. 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.

- i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

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

46. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

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

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

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

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

Vehicles

49. Vehicles will be divided as follows:

a.

Year: **2012**

Make: **GMC**

Model: **Yukon**

VIN: **1GKS2CE01CR152838**

Owner (before divorce): **Jordan Willoughby or Shelby Willoughby**

Current value: **\$8,825.00**

Amounts Estimated: **yes**

Basis of Estimation: **Value of the car is based on Cox Automotive**

Ownership After Divorce: **Shelby Willoughby**

Loan: **N/A**

b.

Year: **2011**
Make: **Ford F350**
Model: **Super Duty King Ranch**
VIN: **1FT8W3BT7BEC67846**
Owner (before divorce): **Jordan Willoughby**
Current value: **\$26,300.00**
Amounts Estimated: **yes**
Basis of Estimation: **Value of the truck is based on Cox Automotive**
Ownership After Divorce: **Shelby Willoughby**
Loan: **N/A**

c.

Year: **2000**
Make: **Chevy**
Model: **Silverado SK1 SIL**
VIN: **2GCEK19T8Y1408071**
Owner (before divorce): **Jordan Willoughby**
Current value: **\$6,600.00**
Amounts Estimated: **yes**
Basis of Estimation: **The value of the truck is based on Cox Automotive**
Ownership After Divorce: **David Jordan Willoughby**
Loan: **N/A**

d.

Year: **2021**
Make: **LDTL**
Model: **Dump Trailer**
VIN: **4ZEDT1620M1213534**
Owner (before divorce): **Jordan Willoughby**
Current value: **\$8,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **The value of the dump trailer is estimated based on a comparable found on KSL.**
Ownership After Divorce: **David Jordan Willoughby will buy Shelby Willoughby out of the dump trailer at \$7,500.00**
Loan: **N/A**

e.

Year: **2006**
Make: **LWN**

Model: **L1236F Watercraft**
VIN: **LWCJ0711F506**
Owner (before divorce): **Jordan Willoughby**
Current value: **\$1,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **Need David Jordan Willoughby to estimate to value**
Ownership After Divorce: **David Jordan Willoughby**
Loan: **N/A**

f.

Year: **2006**
Make: **Boat**
Model: **Karavn**
VIN: **5KTBS15366F183030**
Owner (before divorce): **Jordan Willoughby**
Current value: **\$1,000.00**
Amounts Estimated: **yes**
Basis of Estimation: **Need David Jordan Willoughby to estimate the value**
Ownership After Divorce: **David Jordan Willoughby**
Loan: **N/A**

g.

Year: **2009**
Make: **Kawk**
Model: **K4E**
VIN: **JKAKXGEC89A005142**
Owner (before divorce): **David Willoughby**
Current value: **\$2,500.00**
Amounts Estimated: **yes**
Basis of Estimation: **Value is estimated by David Jordan Willoughby**
Ownership After Divorce: **David Jordan Willoughby**
Loan: **N/A**

h.

Year: **2007**
Make: **ECLI**
Model: **Eclipse**
VIN: **5LZBW34317R040268**
Owner (before divorce): **David Jordan Willoughby or Shelby Willoughby**
Current value: **\$17,000.00**

Amounts Estimated: **yes**
Basis of Estimation: **The value is based on a comparable trailer found on KSL**
Ownership After Divorce: **David Jordan Willoughby is buying Shelby Willoughby out of the travel trailer at the value of \$5,000.00**
Loan: **N/A**

Bank and credit union accounts

50. Bank and credit union accounts will be divided as follows:

a.

Account Number: **4477**
Account Type: **Checking, Savings, Dedicated Savings, Money Market**
Institution Name: **America First**
Address: **5662 S 2050 W, Roy, UT 84067**
Date Opened: **N/A**
Balance (US Dollars): **\$108,188.83**
Estimated: **no**
Owner: **Shelby Willoughby and David Jordan Willoughby**
Co-Owner(s): **N/A**
Divide as follows: **David Jordan Willoughby is to keep the business, HSA and personal accounts after the divorce. All money in this account will be split equally between David Jordan Willoughby and Shelby Willoughby. The 12 month dedicated savings account that matures November 2nd 2026 will need to be unlocked and split or David and Shelby will decide if they want to let it mature and split the balance at the maturity date. The 60 month dedicated savings does not have to be unlocked but half of the amount in the account is to be paid to Shelby Willoughby through another method.**

b.

Account Number: **6081**
Account Type: **Checking, Savings, Money Market**
Institution Name: **America First**
Address: **5662 S 2050 W, Roy, UT 84067**
Date Opened: **N/A**
Balance (US Dollars): **\$28,010.17**
Estimated: **no**
Owner: **Shelby Willoughby and David Jordan Willoughby**
Co-Owner(s): **N/A**
Divide as follows: **David Jordan Willoughby is to keep the business account after the divorce but All money in this account will be split equally between David Jordan Willoughby and Shelby Willoughby.**

C.

Account Number: **2897**

Account Type: **HSA**

Institution Name: **Lively**

Address: **77 Geary St 5th floor, San Francisco, CA 94108**

Date Opened: **N/A**

Balance (US Dollars): **\$5,295.93**

Estimated: **no**

Owner: **Shelby Willoughby and David Jordan Willoughby**

Co-Owner(s): **N/A**

Divide as follows: **David Jordan Willoughby is to be the sole owner of the HSA account after the divorce but the amount in the account is to be split and compensated to Shelby Willoughby in another way.**

51. **Shelby Willoughby will receive the following property:**

- a. Kirby Vacuum and all accessories**
- b. Above ground pool and accessories**
- c. Shelby's Christmas tree and all decor that goes with it**
- d. Any and all Shelby's personal belongings**
- e. Small Traegger smoker**
- f. Office TV**
- g. Office dresser/organizer and decor**
- h. All Shelby office supplies/computer etc.**
- i. Brat dollz and Shelbys other toys**
- j. Queen size mattress out of trailer that was Shelbys**
- k. Gray couch downstairs**
- l. One white dresser/organizer out of the toy room**
- m. A portion of the toys out of the toyroom**
- n. Half of the food storage**
- o. All canning equipment/Jars**
- p. Freezer from the garage**

52. **This other property will be divided as follows:**

As part of the equitable division of marital assets, including but not limited to Respondent's interest in Signature Flooring LLC and other marital personal property awarded to Respondent, Respondent shall pay Petitioner a property equalization payment in the total amount of Two Hundred Forty Thousand dollars. (\$240,000) reflecting marital home equity buyout. Seventy Four Thousand Seven Hundred Forty Dollars. (\$74,740) equitable division of marital assets. This payment represents Petitioner's share of the marital value of the

business and other personal property awarded to Respondent. The property equalization payment shall be paid in full on or before August 30, 2026. This obligation constitutes a division of marital property, and is non-modifiable.

Debts

53. 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

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

a.

Description: **House**

Address: **4930 S. 4300 W. , Hooper, United States, Utah 84315 United States**

Tax ID: **091590001**

Legal Description: **ALL OF LOT 1, STONEYBROOK ESTATES SUBDIVISION, IN WEBERCOUNTY, UTAH.**

Date property acquired: **Aug 1, 2016**

Names on title: **WILLOUGHBY, JORDAN & WF SHELBY WILLOUGHBY**

Original cost: **\$228,000**

Current value: **\$630,000.00**

Property values estimated: **yes**

Estimation basis for property value: **Weber County Assessor**

Disposal: **During the course of the marriage, the parties acquired real property located at 4930 S. 4300 W., Hooper, UT 84315 (the "Marital Property"). Both Petitioner and Respondent should be awarded use of the Marital Property for nesting purposes. The Respondent should be responsible for the Marital Property including the mortgage payment, utilities, and expenses necessary for the upkeep of the property. This provision shall remain in full force and effect until such time as the petitioner moves out of the marital residence or until August 31, 2026, whichever event occurs first. After August 31, 2026, exclusive use and possession of the Marital Property should transfer to Respondent who shall be solely responsible for all expenses associated with the Property including mortgage payment, utilities, and expenses necessary for the upkeep of the property. Respondent should pay the petitioner her share of the equity in the Property in addition to the Property Settlement and any other amount awarded to Petitioner herein by August 30, 2026. Respondent shall have two (2) years from the date of entry of this Decree to refinance the existing mortgage loan encumbering the marital residence and to remove Petitioner from any and all liability associated with said loan. Respondent shall not sell, refinance, encumber, or otherwise place any lien, including but not limited to a refinance, second mortgage, or home equity line of credit, against**

the marital residence without first paying Petitioner her entire equity interest as awarded herein. Any such transaction shall require payment of Petitioner's equity in full at closing, and no proceeds may be disbursed to Respondent until Petitioner has been paid. Any encumbrance undertaken without payment shall constitute a material breach, and Petitioner may seek immediate sale of the property, attorney fees, and all other equitable relief. Time is of the essence. Failure to refinance and remove Petitioner from the loan within the required time period shall constitute a material breach of this Decree, and upon such failure, Petitioner may seek enforcement, including but not limited to an order requiring the immediate sale of the property or such other relief as the Court deems just and equitable. In the event the Respondent cannot pay Petitioner her share of the equity, by August 30, 2026, exclusive use and possession of the Marital Property should transfer to Petitioner and Petitioner should have until April 1, 2027 to pay Respondent One Hundred and Forty Thousand Dollars (\$140,000) for his equity of the marital home.. The Petitioner will have two years to refinance and remove the Respondent from the original home loan. Whichever party, if either, is able to buy out the other party's equity in the Marital Property as described above, shall be granted ownership of the property via a quitclaim deed, removing the other party's name from the title. If neither party is able to buy out the other of their share of the equity in the Marital Property as described above, the Property should be sold and the equity equally divided between the parties adjusting for the Property Settlement payment and any other payments awarded herein. During the nesting period, each party shall live at the Marital Property during his or her assigned parent-time with the children and shall find other accommodations during the other parent's parent-time with the children. Each party shall respect any personal property left at the Marital Property by the other party and shall not take, damage, or otherwise dispose of the other party's personal property.

i.

Creditor: **N/A**

Names on mortgage: **Jordan Willoughby, Shelby Willoughby**

Date mortgage acquired: **Sep 30, 2020**

Mortgage balance: **\$156,012.33**

Monthly payment: **\$1,453.07**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **David Jordan Willoughby will pay the entire debt. David Jordan Willoughby will provide a copy of the divorce decree to the lender.**

Business interests

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

a.

Business Name: **Signature Flooring LLC**

Description: **Flooring sales and installation**

Phone: **(801) 388-0874**

Address: **4930 S. 4300 W. , Hooper, Utah 84315 United States**

Total Value: **\$10,000**

Percent owned by Petitioner: **50%**

Percent owned by Respondent: **50%**

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

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

Alimony

56. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

57. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

58. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **8759**

Plan Name: **Roth IRA**

Plan Administrator: **Jeremy**

Company Name: **Oasis**

Address: **1313 Jordan Avenue Clovis, CA 93611**

Date Opened: **Jul 7, 2025**

Plan Value: **\$17561.77**

This plan is in the name of: **David Jordan Willoughby**

Divide as follows: **The amount is to be split in half or something of equal value given to Shelby Willoughby David Jordan Willoughby should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 120 days after the divorce decree is entered.**

b.

Account Number: **8758**

Plan Name: **Traditional IRA**

Plan Administrator: **Jeremy**

Company Name: **Oasis**

Address: **1313 Jordan Avenue Clovis, CA 93611**

Date Opened: **Jul 7, 2025**

Plan Value: **\$18804.03**

This plan is in the name of: **David Jordan Willoughby**

Divide as follows: **The amount is to be split in half or something of equal value given to Shelby Willoughby David Jordan Willoughby should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 120 days after the divorce decree is entered.**

Additional provisions

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

a.

Additional Provision: **David Jordan Willoughby will be the sole owner of Signature Flooring, Shelby's name will be removed from the LLC and any and all liability will be released from her and be solely David Jordan Willoughby's responsibility starting May 1st of 2026. Shelby Willoughby has accounts opened in her name at Republic Flooring and McRae Sales and will retain access to those accounts for personal use but has to pay for anything that is ordered using her own credit card and not the business card on file.**

Duty to sign documents

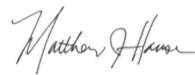
60. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

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

08/07/26

Date

Signature ►





Judge

Matthew Hansen

Signature ►

Date

Commissioner _____

Approved as to Form.

Other Party
Signature ► _____

Other Party David Jordan Willoughby
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: **David Jordan Willoughby**

Method of service: **Hand Delivery**

Address: **4930 S.4300 W. Hooper Utah 84315**

Date of Service: **Jun 24, 2026**

06/24/2026
Date

Signature ►

Shelby Willoughby

Printed
Name

Shelby Willoughby