

Filed  
September 26, 2022  
4th District  
State of Utah  
Utah County

Online Court Assistance Program

**Jesse West**  
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**Check your email.** You will receive information and documents at this email address.

I am the Petitioner

In the District Court of Utah  
Fourth Judicial District, Utah County  
Fourth District Court, 137 North Freedom Blvd, Provo UT 84601

In the Matter of the Marriage of

**Jesse West**

and

**Dustin Lynn West**

**Divorce Decree and Judgment**

Case Number: **224401996**

Judge: **Robert Lund**

Commissioner: **Marla Snow**

The court decrees:

**Divorce**

1. **Jesse West** is granted a divorce based on her Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

**Children**

2. **Jesse West** and **Dustin Lynn West** are the legal parents of the following children (Utah Code 78B-15-101 et seq.). This court has jurisdiction to make orders about these children.

a. **Shelby Lynn West**

**Born 04/26/2006**

**Children - custody**

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Jesse West's** home **220** overnights each year and in **Dustin Lynn West's** home **145** overnights each year. The court approves the following Parenting Plan.

## Parenting Plan parent-time

The parents will follow the parent-time schedule in the statute(s).

The children will live with **Dustin Lynn West 145** overnights each year and with **Jesse West 220** overnights each year according to the statutory parent-time schedule. **Jesse West** will be the “custodial” parent:

A copy of the following statute(s) is attached to the Parenting Plan.

- Children 5-18 (Utah Code 30-3-35)
- Children 5-18 (expanded schedule) (Utah Code 30-3-35.1)

### FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE:

**Midweek – School in Session:** During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

**Midweek – School not in Session:** During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

**Changes to Midweek Schedule:** Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

**Alternate Weekends:** Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

**Alternate Weekends - School in Session:** During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.

**Alternate Weekends - School not in Session:** During the time a child's school is not in session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

**Pick Up by Non-Parent:** A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

**Changes to Weekends:** Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

**Holiday Parent-time:** Holidays as specified below in the Special Occasion table.

**Extended Parent-time:** Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;

- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

**Extended Parent-time notice - in odd numbered years**, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1<sup>st</sup> and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15<sup>th</sup>.

**Extended Parent-time notice - in even numbered years**, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1<sup>st</sup> and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15<sup>th</sup>.

**Extended Parent-time notice - if not provided timely by a parent**, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

**Extended Parent-time notice - if neither parent's notification is timely**, the first parent to give notice may determine the schedules of both parents for extended parent-time.

**Electronic communication:** Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

### Parent-time for special occasions

4. 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 30-3-35, 35.1)

Holiday	Holiday Time Period	Years and Parent Granted Holiday	Years and Parent Granted Holiday
Labor Day Children 5 to	(1) Holiday begins Friday at: (a) 6 p.m.; or	Odd Years Dustin Lynn West	Even Years Jesse West

<b>18 years of age</b> (Utah Code 30-3-35)	(b) 9 a.m. if school is not in session and the parent can be with the child (2) Holiday ends at 7 p.m. on the day before school resumes.		
Columbus Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(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 <b>Dustin Lynn West</b>	Odd Years <b>Jesse West</b>
Fall Break <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(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 <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
Halloween <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on October 31 <sup>st</sup> 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 <b>Dustin Lynn West</b>	Odd Years <b>Jesse West</b>
Veterans Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(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 <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
Thanksgiving Break <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(1) Holiday begins at 6 p.m. on Wednesday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even Years <b>Dustin Lynn West</b>	Odd Years <b>Jesse West</b>
Winter Break (First Half) <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins at 6 p.m. on the day that school dismisses for winter break. (2) Holiday ends on December 27 <sup>th</sup> at 7 p.m.	Odd Years <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
Christmas Eve (4 pm to 9 pm)	(1) Holiday begins on December 24 <sup>th</sup> at 4 p.m. (2) Holiday ends on December 24 <sup>th</sup> at 9 p.m.	Odd Years <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
Christmas Day (9 pm 24 <sup>th</sup> to 9 pm 25 <sup>th</sup> )	(1) Holiday begins on December 24 <sup>th</sup> at 9 p.m. (2) Holiday ends on December 25 <sup>th</sup> at 9 p.m.	Odd Years <b>Jesse West</b>	Even Years <b>Dustin Lynn West</b>
New Year's Eve (4 pm 31 <sup>st</sup> to 9 am 1 <sup>st</sup> )	(1) Holiday begins on December 31 <sup>st</sup> at 4 p.m. (2) Holiday ends on January 1 <sup>st</sup> at 9 a.m.	Odd Years <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
New Year's Day	(1) Holiday begins on January 1 <sup>st</sup> at 9	Odd Years	Even Years

(9 am 1 <sup>st</sup> to 9 pm 1 <sup>st</sup> )	a.m. (2) Holiday ends on January 1 <sup>st</sup> at 9 p.m.	<b>Jesse West</b>	<b>Dustin Lynn West</b>
Dr. Martin Luther King Jr. Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(1) Holiday begins Friday at: (a) 6 p.m. or (b) 9 a.m. if school is not in session and the parent can be with the child. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
President's Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(1) Holiday begins Friday at: (a) 6 p.m. or (b) 9 a.m. if school is not in session and the parent can be with the child. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years <b>Dustin Lynn West</b>	Odd Years <b>Jesse West</b>
Spring Break <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(1) Holiday begins 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 <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
Memorial Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(1) Holiday begins Friday at: (a) 6 p.m. or (b) 9 a.m. if school is not in session and the parent can be with the child. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years <b>Dustin Lynn West</b>	Odd Years <b>Jesse West</b>
Summer Break <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	<b>Dustin Lynn West</b> will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of <b>Dustin Lynn West</b> . <b>Dustin Lynn West</b> will have an additional two weeks of extended Summer Parent-time at the option of <b>Dustin Lynn West</b> , subject to weekday parent-time for <b>Jesse West</b> , but not weekends normally exercised by <b>Jesse West</b> . <b>Dustin Lynn West</b> will notify <b>Jesse West</b> of the summer break extended parent-time by May 1 each year. <b>Jesse West</b> will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of <b>Jesse West</b> . <b>Jesse West</b> will notify <b>Dustin Lynn West</b> of the summer break extended parent-time by May 15 each year. If the notification by <b>Dustin Lynn West</b> is not timely, <b>Jesse West</b> may determine the schedule for extended parent-time for <b>Dustin Lynn West</b> , so long as <b>Jesse West</b> has provided timely notice. If neither parent provides	Odd Years <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>

	timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Independence Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on July 3 <sup>rd</sup> at 6 p.m. (2) Holiday ends on July 5 <sup>th</sup> at 6 p.m.	Odd Years <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>
Pioneer Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on July 23 <sup>rd</sup> at 6 p.m. (2) Holiday ends on July 25 <sup>th</sup> at 6 p.m.	Even Years <b>Dustin Lynn West</b>	Odd Years <b>Jesse West</b>
Day of Child's Birthday <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years <b>Dustin Lynn West</b>	Odd Years <b>Jesse West</b>
Day Before or After Child's Birthday <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years <b>Dustin Lynn West</b>	Even Years <b>Jesse West</b>

### Parent-time transfers

5. 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.

### Decision-making

6. The following applies to the Parenting Plan:

- 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**

7. The school the children will attend is based on **Jesse West's** home residence.
8. **Jesse West** has authority to check the children out of school.
9. **Dustin Lynn West** has authority to check the children out of school.
10. **Jesse West** has access to the children during school.
11. **Dustin Lynn West** has access to the children during school.

### **Communication with each other**

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

### **Communication with the children**

13. 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.

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

By any method

### **Records and information sharing**

14. 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**

15. 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. If the children will be travelling for more than **1** days, the parent arranging the travel will notify the other parent at least **1** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **1** days in advance. In case of emergency, the parent will provide as much notice as possible.

### **Relocation of a parent** (Utah Code 30-3-37)

16. Neither parent may relocate with the minor children more than **50** miles from their current residence without a written agreement signed by the parties or further court order.

### **Changing the plan**

17. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

### **Resolving disputes**

18. 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: **Mediation**

### **Additional parenting responsibilities, expectations or commitments**

#### **19. No additional provisions**

### **Military service by a parent** (Utah Code 78B-20-4)

20. Neither parent is a servicemember.

21. 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.



**Income: Jesse West** (Utah Code 78B-12-203)

22. **Jesse West's** gross monthly income for child support purposes is **\$3,344.00**. Her base child support amount using the joint custody calculation is **\$0.00** per month. She receives the following gross monthly income:

- a. **Jesse West** is employed at **The Cleaning Cottage**. She earns **\$3,344.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Income: Dustin Lynn West**

23. **Dustin Lynn West's** gross monthly income for child support purposes is **\$3,987.00**. His base child support amount using the joint custody calculation is **\$321.00** per month. He receives the following gross monthly income:

- a. **Dustin Lynn West** is employed at **Lehi City**. He earns **\$3,986.67** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Child support** (Utah Code 78B-12-202 et seq.)

24. **Dustin Lynn West** is ordered to pay child support to **Jesse West** as follows:

- a. **\$321.00** per month base support. This amount complies with the Utah Child Support Act.

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 (Utah Code 78B-12-219(1)), or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78B-12-219(1), Utah Code 78A-6-801).

25. Child support payments will start the month immediately following entry of the order.

The payment schedule will be:

- one half by the 5<sup>th</sup> day of each month, and
- the other half by the 20<sup>th</sup> day of each month.

Child support not paid by the 5<sup>th</sup> day of the month is past due on the 6<sup>th</sup> day of the month. Child support not paid by the 20<sup>th</sup> day of the month is past due on the 21<sup>st</sup> day of the month. If the Office of Recovery Services is used to collect support, their payment

schedule will be followed.

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

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

28. 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.

(Utah Code 78B-12-210(8)).

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).

29. 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 78B-12-210(7) and (9)).

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 78B-12-210(7)).

### **Dependent children for tax purposes**

30. **Jesse West** may claim the parties' children as dependents/exemptions for tax purposes.

### **Child health care** (Utah Code 78B-12-212)

31. **Dustin Lynn West** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost.

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:

- **Dustin Lynn West's** insurance will be primary coverage.
- **Jesse West'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:

- **Dustin Lynn West spouse's** insurance will be primary coverage.
- **Jesse West 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.

**Public assistance statement – Office of Recovery Services (ORS)**

(Utah Code 78B-12-113)

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

**Personal property** (Utah Code 30-3-5)

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

34. The following vehicles will be divided as indicated:

a. **Dustin Lynn West** will receive the following vehicles:

i. Make: **Chevrolet**, Model: **Silverado**, Year: **2006**

Estimated current value: **\$18,800.00**

Owner (before divorce): **Jesse West**

**Dustin Lynn West**

b. **Jesse West** will receive the following vehicles:

i. Make: **Jeep**, Model: **Grand Cherokee**, Year: **2014**

Estimated current value: **\$12,583.00**

Owner (before divorce): **Jesse West**

**Dustin Lynn West**

**Lien 1**

This vehicle is security for the following loans

Lender: **America First Credit Union**

Address: **611 W Pacific Drive**

**American Fork, UT,84003**

Amount Owed: **\$13,359.16**  
Monthly Payment: **\$335.00**  
**Jesse West** will pay: **The entire debt.**  
Person to provide creditor divorce decree: **Jesse West**

35. Bank and credit union accounts are divided as follows:

- a. Account number: **3776**  
Name of Institution: **America First Credit Union**  
Address: **611 W Pacific Dr.**  
**American Fork, Utah, 84003**  
Account Balance: **\$100.00**  
Names on Account: **Jesse West**  
**Dustin Lynn West**  
Divide as follows: **Don't divide.**
- b. Account number: **3776**  
Name of Institution: **America First credit union**  
Address: **611 W Pacific Drive**  
**American Fork, UT, 84003**  
Account Balance: **\$4,000.00**  
Names on Account: **Jesse West**  
**Dustin Lynn West**  
Divide as follows: **Don't divide.**

### **Debts**

36. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

### **Credit card debt**

- a. Credit Card: **VISA**  
Credit Card Number: **7763**  
Amount owed on debt: **\$7,252.39**  
Credit Card Owner: **Jesse West and Dustin Lynn West**  
**Dustin Lynn West** will pay: **The entire debt.**  
Person to provide creditor divorce decree: **Dustin Lynn West**

### **Installment loan debt**

- b. Debt owed to: **America First Credit Union**  
Street: **611 W Pacific Dr**

City, State, Zip: **American Fork, UT,84003**

Loan Description: **RV**

Amount owed on debt: **\$21,248.80**

**Dustin Lynn West** will pay: **The entire debt.**

Person to provide creditor divorce decree: **Dustin Lynn West**

c. Debt owed to: **Best Buy/ Citi Bank**

Street: **Not Available**

City, State, Zip: **Not Available**

Loan Description: **Dryer, Laptop**

Amount owed on debt: **\$1,864.95**

**Jesse West** will pay: **The entire debt.**

Person to provide creditor divorce decree: **Jesse West**

### **Real property**

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

a. **home:**

i. Address: **690 N 500 W, Lehi, UT 84043;**

ii. Tax Identification Number: **520820001;**

iii. Legal description: **Lot 1, Stewart Subdivision, Lehi, Utah, according to the official plat thereof on file and of record in the office of the Utah county recorder.**

iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **Freedom Mortgage**

Address: **PO Box 50485**

Amount Owed: **\$215,162.63**

Monthly Payment: **\$1,266.57**

**Jesse West** will pay this mortgage after the divorce.

**Jesse West** will provide a copy of the divorce decree to the lender.

b. **Jesse West** will have exclusive use and possession of this property until one of the following occurs:

i. The youngest child reaches the age of 18 or graduates from high school (whichever is later), or becomes emancipated; or

ii. **Jesse West** ceases to use this property as her primary residence; or

iii. **Jesse West** remarries; or

iv. **Jesse West** cohabits with a non-relative adult at this property.

If one of the above occurs, **Dustin Lynn West** will receive his share of the total equity existing in the property on the date divorce decree is signed.

- The total equity to be divided is **\$9,000.00**.
- **Dustin Lynn West's** share will be **\$4,500.00**.
- **Dustin Lynn West** will have an equitable lien against the property in the amount of **\$4,500.00**. **Dustin Lynn West** will sign a quitclaim deed to **Jesse West** subject to that lien once the divorce is entered.
- **Jesse West** will pay **Dustin Lynn West \$4,500.00** to satisfy the lien. Once **Jesse West** has paid the lien, **Dustin Lynn West** will sign any documents necessary to remove the lien from the property.

### **Alimony**

38. **Dustin Lynn West** will pay **Jesse West \$300.00** per month alimony.

39. **Dustin Lynn West's** alimony obligation will end:

- on **08/01/2032**.
- if **Jesse West's** remarries.
- if **Jesse West's** dies.
- if **Jesse West's** cohabits. Cohabitation must be proven in court before **Dustin Lynn West** stops paying alimony.

a. Alimony will start the month immediately following entry of the order. The payment schedule will be:

- one half by the 5<sup>th</sup> day of each month, and
- the other half by the 20<sup>th</sup> day of each month.

Alimony not paid by the 5<sup>th</sup> day of the month is past due on the 6<sup>th</sup> day of the month. Alimony not paid by the 20<sup>th</sup> day of the month is past due on the 21<sup>st</sup> day of the month. If the Office of Recovery Services is used to collect alimony, their payment schedule will be followed.

### **Retirement money – retirement accounts**

40. 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).

In 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. Company: **John Hancock**
  - i. Account Type: **401K**
  - ii. Street: **Not Available**  
City, State, Zip: **Not Available**
  - iii. Plan Administrator **Don Rogers**
  - iv. Account Number **3950**
  - v. This plan is in the name of **Dustin Lynn West**
  - vi. Plan Value: **\$3,785.21**
  - vii. The entire account is awarded to **Dustin Lynn West**.

### **Additional provisions**

41. The parties will adhere to the following additional provisions:
  - a. **Dustin Lynn West is to pay half of Shelby school tuition/school supplies**
  - b. **Dustin Lynn West is to pay all medical bills on Shelby West.**

### **Duty to sign documents**

42. 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.

DATED 9/26/22

  
District Court Judge

Signed at direction of Judge, MO



DATED \_\_\_\_\_  
District Court Commissioner

\_\_\_\_\_  
**Dustin Lynn West**  
Approved as to Form

<b>Certificate of Service</b>			
I certify that I filed with the court and am serving a copy of this Divorce Decree and Judgment on the following people.			
Person's Name	Service Method	Service Address	Service Date
<b>Dustin Lynn West Respondent</b>	<b>Email</b>	<b>29dwest@gmail.com</b>	<b>08/01/2022</b>

**07/29/2022**  
\_\_\_\_\_  
Date

Sign here **Jesse West**  
\_\_\_\_\_  
**Jesse West**