

Tyler Brian Ayotte  
5947s 2200w  
roy, UT 84067  
(203) 491-8434  
tyler.ayotte@yahoo.com

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

I am the Petitioner

In the District Court of Utah  
Second Judicial District, Weber County  
Ogden Courthouse, 2525 Grant Avenue, Ogden UT 84401

In the Matter of the Marriage of

**Tyler Brian Ayotte**

and

**Nicole Ashley Talmadge**

**Divorce Decree and Judgment**

Case Number: 224700894

Judge: Neider

Commissioner: Conklin

The court decrees:

**Divorce**

1. **Tyler Brian Ayotte** is granted a divorce based on his Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

**Children**

2. **Tyler Brian Ayotte** and **Nicole Ashley Talmadge** 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. **Serafina Amelia Ayotte**                      **Born 05/10/2021**

**Children - custody**

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Tyler Brian Ayotte's** home **254** overnights each year and in **Nicole Ashley Talmadge's** home **111** 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 **Nicole Ashley Talmadge 111** overnights each year and with **Tyler Brian Ayotte 254** overnights each year according to the statutory parent-time schedule. **Tyler Brian Ayotte** will be the "custodial" parent:

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

- Children under 5 (Utah Code 30-3-35.5)
- Children 5-18 (Utah Code 30-3-35)

#### **FOR ALL CHILDREN (Children under 5 will visit along with children 5 to 18 years):**

**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.

For children 5-18 **Weekday parent-time** will be **Wednesday until Thursday Morning**. **On days when school is not in session** parent-time begins at 9:00 a.m. if the parent is able to be with the child and ends at 8:30 p.m. If the parent is not able to be with the child to begin parent-time at 9:00 a.m., parent time begins at 5:30 p.m. and ends at 8:30 p.m. (30-3-35).

#### **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)

<b>Holiday</b>	<b>Holiday Time Period</b>	<b>Years and Parent Granted Holiday</b>	<b>Years and Parent Granted Holiday</b>
Labor 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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</b>
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>Nicole Ashley Talmadge</b>	Odd Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Odd Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Odd Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</b>
New Year's Day (9 am 1 <sup>st</sup> to 9 pm 1 <sup>st</sup> )	(1) Holiday begins on January 1 <sup>st</sup> at 9 a.m. (2) Holiday ends on January 1 <sup>st</sup> at 9 p.m.	Odd Years <b>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Odd Years <b>Tyler Brian Ayotte</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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</b>
Mother's Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All Years: <b>Nicole Ashley Talmadge</b>	All Years: <b>Nicole Ashley Talmadge</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>Nicole Ashley Talmadge</b>	Odd Years <b>Tyler Brian Ayotte</b>
Summer Break <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	<b>Nicole Ashley Talmadge</b> will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of <b>Nicole Ashley Talmadge</b> . <b>Nicole Ashley Talmadge</b> will have an additional two weeks of extended Summer Parent-time at the option of <b>Nicole Ashley Talmadge</b> , subject to weekday parent-time for <b>Tyler Brian Ayotte</b> , but not weekends normally exercised by <b>Tyler Brian Ayotte</b> . <b>Nicole Ashley Talmadge</b> will notify <b>Tyler Brian Ayotte</b> of the summer break extended parent-time by May 1 each year. <b>Tyler Brian Ayotte</b> will	Odd Years <b>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</b>

	<p>also have two weeks of uninterrupted extended parent time when school is not in session, at the option of <b>Tyler Brian Ayotte</b>. <b>Tyler Brian Ayotte</b> will notify <b>Nicole Ashley Talmadge</b> of the summer break extended parent-time by May 15 each year. If the notification by <b>Nicole Ashley Talmadge</b> is not timely, <b>Tyler Brian Ayotte</b> may determine the schedule for extended parent-time for <b>Nicole Ashley Talmadge</b>, so long as <b>Tyler Brian Ayotte</b> 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.</p>		
<p>Independence Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)</p>	<p>(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.</p>	<p>Odd Years <b>Nicole Ashley Talmadge</b></p>	<p>Even Years <b>Tyler Brian Ayotte</b></p>
<p>Pioneer Day <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)</p>	<p>(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.</p>	<p>Even Years <b>Nicole Ashley Talmadge</b></p>	<p>Odd Years <b>Tyler Brian Ayotte</b></p>
<p>Day of Child's Birthday <b>Children 5 to</b></p>	<p>(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.</p>	<p>Even Years <b>Nicole Ashley Talmadge</b></p>	<p>Odd Years <b>Tyler Brian Ayotte</b></p>

<b>18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)			
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>Nicole Ashley Talmadge</b>	Even Years <b>Tyler Brian Ayotte</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 **Tyler Brian Ayotte's** home residence.

8. **Tyler Brian Ayotte** has authority to check the children out of school.

9. **Nicole Ashley Talmadge** has authority to check the children out of school.

10. **Tyler Brian Ayotte** has access to the children during school.

11. **Nicole Ashley Talmadge** 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 **2** 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 **150** 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 Parenting Plan** (Utah Code 78B-20-4)

This Military Parenting Plan is proposed by the petitioner and agreed to by petitioner and respondent. This Military Parenting Plan is in addition to the standard Parenting Plan because petitioner is a servicemember.

### **Military Parenting Plan: Notice of deployment**

20. After receiving notice of deployment, a deploying parent will give written notice to the other parent within 7 days or as soon as reasonably possible. If the non-deploying parent has a protective order against the deploying parent, the deploying parent will give written notice of deployment to the court. The written notice of deployment should include the destination, duration, and conditions.

### **Military Parenting Plan: Caretaking authority during deployment**

21. Only **Tyler Brian Ayotte** is a servicemember. While he is deployed, caretaking authority of the parties' children is given to:

- **Nicole Ashley Talmadge**, who is not deployed.
- **Tyler Brian Ayotte** will keep some caretaking authority.

**Military Parenting Plan: Decision-making authority during deployment**

22. The people given caretaking authority above will have decision-making authority to:

- Make day-to-day decisions for the children during the time they are caring for the children.
- Make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decisions with the other people who have caretaking authority as soon as reasonably possible.

**Joint decision-making.** The people given caretaking authority above will share responsibility for making major decisions about the children. If there is a disagreement, the people given caretaking authority will resolve the dispute as provided in the resolving disputes section below.

**Military Parenting Plan: Visitation for nonparents**

23. The nonparents listed below will have visitation with the children as follows:

Full name of person	Schedule
Jeanne Bavone Ayotte	As agreed upon prior to visit

**Military Parenting Plan: Resolving disputes**

24. If the people given caretaking authority need to resolve a dispute about the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for the children.

If the people given caretaking authority are unable to agree, they will participate in the following before bringing the issue to the court: **Mediation**

**Military Parenting Plan: Contact with the deployed parent**

25. There will be contact with the children and the deployed parent. **Nicole Ashley Talmadge** will arrange for the contact. Contact will be as follows:

Frequency	<b>weekly</b>
Duration	<b>1 hour</b>
Method	<b>phone/video call</b>

**Military Parenting Plan: Contact when deployed parent is on leave or is otherwise available**

26. When the deployed parent is on leave or is otherwise available, contact with the children will be as follows: **phone/video call**

**Military Parenting Plan: Child support not modified**

27. Child support obligations cannot be modified by the Military Parenting Plan.

Changing child support requires a court order.

28. A person granted caretaking authority must notify the following people of any change in mailing or residential address:

- The deploying parent,
- Anyone with physical or legal custody,
- Anyone who has parent-time, right to access, visitation, and
- Anyone with authority to grant limited contact with the children.

However, if a person granted caretaking authority has a court order protecting their address, they must give written notice of any change in mailing or residential address to the court.

**Military Parenting Plan: Terminating the plan**

29. The arrangements in this Military Parenting Plan terminate immediately upon return.

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.

**Income: Tyler Brian Ayotte** (Utah Code 78B-12-203)

31. **Tyler Brian Ayotte's** gross monthly income for child support purposes is **\$2,873.00**. His base child support amount using the joint custody calculation is **\$0.00** per month. He receives the following gross monthly income:

- a. **Tyler Brian Ayotte** is employed at **United States Air Force**. He earns **\$2,873.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Income: Nicole Ashley Talmadge**

32. **Nicole Ashley Talmadge's** gross monthly income for child support purposes is

**\$1,473.00.** Her base child support amount using the joint custody calculation is **\$207.00** per month. She receives the following gross monthly income:

- a. **Nicole Ashley Talmadge** is employed at **Dunkin Donuts**. She earns **\$1,473.33** gross (pre-tax) monthly income working a 40-hour a week job or less.

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

33. It is in the best interest of the children that neither party pay child support. This

*CIN* deviates from the Utah Uniform Child Support Guidelines. *Child Support is \$0.*  
*See handwritten notes on findings p. 14.*

34. Child support will be paid as follows:

**I do not want my spouse to have to worry about child support.**

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

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

**Dependent children for tax purposes**

37. **Tyler Brian Ayotte** may claim the parties' children as dependents/exemptions for tax purposes.

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

38. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must provide that insurance.

- 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:

- **Tyler Brian Ayotte's** insurance will be primary coverage.
- **Nicole Ashley Talmadge'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:

- **Tyler Brian Ayotte spouse's** insurance will be primary coverage.
- **Nicole Ashley Talmadge 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)

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

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

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

41. The following vehicles will be divided as indicated:

a. **Tyler Brian Ayotte** will receive the following vehicles:

i. Make: **Ram**, Model: **1500**, Year: **2017**

Estimated current value: **\$21,702.00**

Owner (before divorce): **Tyler Brian Ayotte**

**Lien 1**

This vehicle is security for the following loans

Lender: **AMERICAS FIRST CREDIT UNION**

Address: **1344 W 4675 S**

**RIVERDALE, UT 84404**

Amount Owed: **\$37,609.00**

Monthly Payment: **\$533.29**

**Tyler Brian Ayotte** will pay: **The entire debt.**

Person to provide creditor divorce decree: **Tyler Brian Ayotte**

b. **Nicole Ashley Talmadge** will receive the following vehicles:

i. Make: **Volkswagen**, Model: **Jetta**, Year: **2019**

Estimated current value: **\$22,405.00**

Owner (before divorce): **Tyler Brian Ayotte**

**Lien 1**

This vehicle is security for the following loans

Lender: **VW CREDIT**

Address: **PO Box 7498**

**Libertyville, IL 60048**

Amount Owed: **\$12,338.08**

Monthly Payment: **\$335.23**

**Nicole Ashley Talmadge** will pay: **The entire debt.**

Person to provide creditor divorce decree: **Nicole Ashley Talmadge**

**Life insurance policies owned by Tyler Brian Ayotte**

42. The life insurance policies owned by **Tyler Brian Ayotte** will be divided as follows:

a. Life Insurance Company: **Service Member Group Life Insurance**

Account Number: **6633**

Address: **Department of Veterans Affairs Insurance Center PO Box 7208,  
Philadelphia, PA 19101**

Face Value: **\$400,000.00**

Cash Value: **\$400,000.00**

Divide as follows: **Don't divide.**

**Life insurance policies owned by Nicole Ashley Talmadge**

43. The life insurance policies owned by **Nicole Ashley Talmadge** will be divided as follows:

- a. Life Insurance Company: **Family Service Members Group Life Insurance**  
Account Number: **6633**  
Address: **Department of Veterans Affairs Insurance Center PO Box 7208, Philadelphia, PA 19101**  
Face Value: **\$100,000.00**  
Cash Value: **\$100,000.00**  
Divide as follows: **Don't divide.**

#### **Debts**

44. 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: **Military Star**  
Credit Card Number: **4085**  
Purchases: **All Paid Off**  
  
Amount owed on debt: **\$0.00**  
Credit Card Owner: **Tyler Brian Ayotte**  
**Tyler Brian Ayotte** will pay: **The entire debt.**  
Person to provide creditor divorce decree: **Tyler Brian Ayotte**

#### **Other debt**

- b. Debt owed to: **Americas First Credit Union**  
Street: **PO Box 9199**  
City, State, Zip: **Ogden, UT 84409**  
Description of debt: **RV Loan**  
Amount owed on debt: **\$3,756.18**  
**Tyler Brian Ayotte** will pay: **The entire debt.**  
Person to provide creditor divorce decree: **Tyler Brian Ayotte**
- c. Debt owed to: **Cyprus Credit Union**  
Street: **PO Box 9002**  
City, State, Zip: **West Jordan, UT 84084**  
Description of debt: **RV loan**  
Amount owed on debt: **\$34,901.00**

**Tyler Brian Ayotte** will pay: **The entire debt.**  
Person to provide creditor divorce decree: **Tyler Brian Ayotte**

**Real property**

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

a. **Home:**

- i. Address: **5947s 2200w, roy, UT 84067;**
- ii. Tax Identification Number: **043-94-6633;**
- iii. Legal description: **All of lot 9, Poulsen Homes, Roy City, Weber County UT.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**  
Lender: **Carrington Mortgage Services, LLC**  
Address: **PO Box 5001, Westfield, IN 46074**  
Amount Owed: **\$195,364.94**  
Monthly Payment: **\$958.53**

This mortgage will be paid as follows after the divorce:

**House will be sold**

**Tyler Brian Ayotte** will provide a copy of the divorce decree to the lender.

b. This property will be sold as soon as possible. **Nicole Ashley Talmadge** will continue to be responsible for payments, taxes, and insurance until the property is sold.

Until the property is sold, **Nicole Ashley Talmadge** will have the exclusive use and possession of this property.

The proceeds of the sale will be applied as follows:

- First, pay expenses of sale.
- Second, pay all mortgages and liens. If there is money still owed on mortgages and liens, the parties will each be responsible for one half of each payment.
- Third, pay all marital debts and obligations.
- Finally, divide any remaining balance equally between the parties.

c. Expenses related to this property will be paid as follows:

- i. Expense: **Appraisal**  
Payment: **Equal split by 30 July 2022**



d. Expenses related to this property will be paid as follows:

- i. Expense: **Solar Loan**  
Payment: **Equal Split Upon sale of home**

**Alimony**

46. Neither party will pay alimony.

**Military retirement pay**


47. **Tyler Brian Ayotte** is entitled to receive or is currently receiving member's military retirement pay. **Tyler Brian Ayotte** will receive his entire military retirement pay.

**Duty to sign documents**

48. 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 Oct 5, 2022

  
\_\_\_\_\_  
District Court Judge *Neuder*

DATED \_\_\_\_\_

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



\_\_\_\_\_  
**Nicole Ashley Talmadge**  
Approved as to Form

**Certificate of Service**

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
Nicole Ashley Talmadge Respondent	Hand Delivery	5947s 2200w roy, UT 84067	01 June 2022

01 June 2022  
Date

Sign here   
Tyler Brian Ayotte