

Tera Marie Little
406 E Eagle Ridge Dr
North Salt Lake, UT 84054
(505) 553-2285
teramlittle@hotmail.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, Davis County
Second District Court, 800 West State Street, P.O. Box 769, Farmington UT 84025

In the Matter of the Marriage of

Tera Marie Little

and

James Scott Little

Divorce Decree and Judgment

Case Number: **234700137**

Judge: **Russell**

Commissioner: **Winkler**

The court decrees:

Divorce

1. **Tera Marie Little** 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. **Tera Marie Little** and **James Scott Little** 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. **Eaban Scott Little** Born **10/01/2013**

Children - custody

3. The parties are awarded Joint Legal and Joint Physical Custody of their children. The children will live in **Tera Marie Little's** home **183** overnights each year and in **James Scott Little's** home **182** overnights each year. The court approves the following Parenting Plan.

Parenting Plan parent-time

The parents will follow a custom parent-time schedule.

The children will live with **James Scott Little 182** overnights each year and with **Tera Marie Little 183** overnights each year according to a custom parent-time schedule.

Tera Marie Little will be the “custodial” parent:

Eaban will spend 2 weeks a month with each parent (Parent A and B). Ideally Eaban will alternate weeks with each parent but both parents are open to adjusting weeks based on family events/emergencies and work travel. Both parents propose weeks 1 and 3 with Parent A and weeks 2 and 4 with Parent B with the understanding this can be adjusted when circumstances arise that require a change (i.e. weeks 1 and 2 with Parent A, weeks 3 and 4 with Parent B; or week 1 with Parent A, weeks 2 and 3 with Parent B, week 4 with Parent A). If a parent needs to change the visitation schedule, it must be communicated at least 2 weeks in advance of the change. If the other parent cannot accommodate the change, the parent with whom Eaban is supposed to stay for the week will need to honor the visitation schedule (e.g. decline work travel, not attend a family event etc.). While days may not be equally split 182/183, both parents understand and will ensure Eaban spends at least 110 nights with one of the parents at a minimum. Eaban should be dropped off at the parent's residence where he will be staying for the week by 6pm on Mondays but this is open to slight variance (+/- 2 hours) so long as the parent doing drop off has coordinated with the other parent 48 hours in advance to change drop off time and the parent with whom Eaban is being dropped off with agrees to the change.

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 (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.		

Columbus Day (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.
Fall Break (Custom)	Both parents will coordinate on the fall break as one parent may be able to take more time off than the other.
Halloween (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week. The parent Eaban is not staying with will be informed of trick-or-treat plans and allowed to participate.
Veterans Day (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.
Thanksgiving Break (Custom)	Both parents propose alternating this holiday but will coordinate to accommodate special family events. For example, if family is visiting from out of state or one parent is going to visit family out of state, it is understandable that Eaban be allowed to participate in these visits and this will be prioritized over sticking to a strict schedule of alternating years.
Winter Break (Custom)	Both parents will coordinate on the winter break as one parent may be able to take more time off than the other.
Christmas Eve (Custom)	Both parents propose alternating this holiday but will coordinate to accommodate special family events. For example, if family is visiting from out of state or one parent is going to visit family out of state, it is understandable that Eaban be allowed to participate in these visits and this will be prioritized over sticking to a strict schedule of alternating years.
Christmas Day (Custom)	Both parents propose alternating this holiday but will coordinate to accommodate special family events. For example, if family is visiting from out of state or one parent is going to visit family out of state, it is understandable that Eaban be allowed to participate in these visits and this will be prioritized over sticking to a strict schedule of alternating years.
New Year's Eve (Custom)	Both parents propose alternating this holiday but will coordinate to accommodate special family events. For example, if family is visiting from out of state or one parent is going to visit family out of state, it is understandable that Eaban be allowed to participate in these visits and this will be prioritized over sticking to a strict schedule of alternating years.
New Year's Day (Custom)	Both parents propose alternating this holiday but will coordinate to accommodate special family events. For example, if family is visiting from out of state or one parent is going to visit family out of state, it is understandable that Eaban be allowed to participate in these visits and this will be prioritized over sticking to a strict schedule of alternating years.
Dr. Martin Luther King Jr. Day (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.
President's Day (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.

Spring Break (Custom)	Both parents will coordinate on the spring break as one parent may be able to take more time off than the other.
Mother's Day (Custom)	Eaban will get to spend time with his mother on this day even if this is a weekend he is staying with his father.
Memorial Day (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.
Father's Day (Custom)	Eaban will get to spend time with his father on this day even if this is a weekend he is staying with his mother.
Summer Break (Custom)	Both parents will coordinate on the summer break as one parent may be able to take more time off than the other. Alternating weeks continue through the summer.
Independence Day (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.
Pioneer Day (Custom)	Eaban will spend this holiday with whichever parent he is staying with for that week.
Child's Birthday Custom	Eaban will spend this day with both parents. The parent he is not staying with will be informed of birthday party or other plans for the day and invited to participate.
Tera Marie Little's Birthday (Custom)	Eaban will get to spend time with his mother on this day even if he is staying with his father that week.
James Scott Little's Birthday (Custom)	Eaban will get to spend time with his father on this day even if he is staying with his mother that week.

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 a specific plan for where the children will attend school: **Eaban will continue to attend Wasatch Peak Academy. Both parents will establish new residences within proximity of the school so they can both participate in school drop off/pickup as they currently do. If both parents agree to relocate, they will work together to identify a school they want the child to attend and will need to establish new residences within proximity of the school so they can both participate in school drop off/pickup as they currently do.**

8. **Tera Marie Little** has authority to check the children out of school.

9. **James Scott Little** has authority to check the children out of school.

10. **Tera Marie Little** has access to the children during school.

11. **James Scott Little** 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 .5 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.

Other agreements about travel by the children: **The parent traveling with the child needs to notify the other parent when travel starts and approximate time for reaching their destination, when they have reached their destination, when they depart to return home and approximate time for getting home, and when they arrive at home. This is purely for peace of mind and to ensure the other parent is aware if the traveling parent and child have exceeded the anticipated time it should have taken to reach the destination and if follow-up may be needed to check their well being.**

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

16. 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.

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: Tera Marie Little (Utah Code 78B-12-203)

22. **Tera Marie Little's** gross monthly income for child support purposes is **\$8,772.00**.

Her base child support amount using the joint custody calculation is **\$15.00** per month.

She receives the following gross monthly income:

a. **Tera Marie Little** is employed at **U.S. Forest Service** . She earns **\$8,621.60** gross (pre-tax) monthly income working a 40-hour a week job or less.

b. **Tera Marie Little** has income in the amount of **\$150.00** per month from the following source:

Veteran's Disability

Income: James Scott Little

23. **James Scott Little's** gross monthly income for child support purposes is

\$8,176.00. His base child support amount using the joint custody calculation is **\$0.00**

per month. He receives the following gross monthly income:

a. **James Scott Little** is employed at **Envision Imaging**. He earns **\$7,875.60** gross (pre-tax) monthly income working a 40-hour a week job or less.

b. **James Scott Little** has normally and consistently earned **\$300.00** per month in overtime or additional employment above **James Scott Little's** full time pay.

This income counts for child support purposes. (Utah Code 78B-12-203(2))

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

24. It is in the best interest of the children that neither party pay child support. This deviates from the Utah Uniform Child Support Guidelines.

25. Child support will be paid as follows:

Neither party is asking for child support.

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 will do the following for child related support or expenses:
- a. **Both parents will coordinate and agree on additional, optional expenses - such as registration fees for extracurricular activities (sports, scouts, summer camps etc.).**
 - b. **As an only child, the child has a strong emotional attachment to the two dogs purchased as puppies in March 2021. James suggested the purchase of two puppies rather than the one originally planned. James has opted not to take one of the dogs. One of the dogs has severe health problems that have resulted in high number of veterinary bills and requires expensive, specialized food. Tera will be keeping both dogs to ensure the child does not suffer additional emotional trauma during this time of transition. James has agreed to pay 50% of the feeding, boarding and veterinary costs associated with the dogs until such time as only one dog is alive or owned by Tera. James will reimburse Tera for the costs on a monthly basis at a minimum based on receipts provided by Tera. When Tera must board the dogs to travel for work, James will pay 50% of the boarding costs. When Tera travels for personal reasons and cannot take the dogs, James will pay for 50% of the boarding costs for up to, but not exceeding, 10 days per calendar year only for those days when Tera is traveling with the child. If Tera takes trips for personal reasons and is not traveling with the child, James is not obligated to pay for any boarding costs.**
 - c. **Both parents agree to continue contribution to the child's USAA 529 college investment fund in the amount of \$75/month, each. Each party is responsible for setting up automatic payment to the investment account when dissolving the joint checking account and establishing new individual checking accounts.**

Dependent children for tax purposes

29. **James Scott Little** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Tera Marie Little** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

30. **Tera Marie Little** 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:

- **Tera Marie Little's** insurance will be primary coverage.
- **James Scott Little'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:

- **Tera Marie Little spouse's** insurance will be primary coverage.
- **James Scott Little spouse's** insurance will be secondary coverage.

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

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

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

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

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

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

Child care expenses (Utah Code 78B-12-214)

31. 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 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. **James Scott Little** will receive the following vehicles:

i. Make: **Toyota**, Model: **Tacoma**, Year: **2017**

Estimated current value: **\$26,450.00**

Owner (before divorce): **Tera Marie Little**
James Scott Little

b. The following vehicles will be divided as described.

i. Make: **Volvo**, Model: **V90 XC**, Year: **2018**

Estimated current value: **\$30,275.00**

Owner (before divorce): **Tera Marie Little**
James Scott Little

Ownership and use of this vehicle after the divorce will be as follows:

Both parties agree they want to trade this vehicle in for one with a lower monthly payment. The new vehicle would be owned by Tera and both parties would split payment of the debt equally on the new vehicle until such time as the vehicle is paid off since James is getting the vehicle with no payment. Both parties must agree on the newly purchased vehicle price.

Lien 1

This vehicle is security for the following loan

Lender: **US Bank**
Address: **200 South 6th St**
Minneapolis, MN 55402

Amount Owed: **\$31,519.00**

Monthly Payment: **\$709.28**

Tera Marie Little will pay: Half of the debt.

James Scott Little will pay: Half of the debt.

Person to provide creditor divorce decree: **Tera Marie Little**

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

a. Account number: **7274**

Name of Institution: **USAA**

Address: **9800 Fredericksburg Rd**
San Antonio, TX, 78288

Account Balance: **\$3,298.99**

Names on Account: **Tera Marie Little**

James Scott Little

Divide as follows: **50/50 for whatever balance exists at the time of finalizing the divorce**

b. Account number: **9396**

Name of Institution: **USAA**

Address: **9800 Fredericksburg Rd**
San Antonio, TX, 78288

Account Balance: **\$11,485.37**

**Names on Account: Tera Marie Little
James Scott Little**

Divide as follows: 50/50 for the balance at the time the divorce is finalized

c. Account number: **7031**

Name of Institution: **Pentagon Federal**

Address: **13220 Fort Street
Omaha, NE 68164**

Account Balance: **\$601.00**

**Names on Account: Tera Marie Little
James Scott Little**

Divide as follows: 50/50 for the balance at the time the divorce is finalized

Life insurance policies owned by Tera Marie Little

36. The life insurance policies owned by Tera Marie Little will be divided as follows:

a. Life Insurance Company: **Federal Employee Group Life Insurance (FEGLI)**

Account Number: **Unknown**

Address: **Unknown, Unknown**

Face Value: **\$267,800.00**

Cash Value: **\$0.00**

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

Life insurance policies owned by James Scott Little

37. The life insurance policies owned by James Scott Little will be divided as follows:

a. Life Insurance Company: **Envision Radiology Group Term Life Insurance**

Account Number: **Unknown**

Address: **Unknown, Unknown**

Face Value: **\$100,000.00**

Cash Value: **\$0.00**

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

Other personal property

38. **Tera Marie Little** will receive the following property:

**The parties have agreed to a split of general household personal property.
This is documented in a separate Excel spreadsheet.**

39. **James Scott Little** will receive the following property:

**The parties have agreed to a split of general household personal property.
This is documented in a separate Excel spreadsheet.**

Debts

40. 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: **3212**
Purchases: **This card will continue to be used jointly by both parties for groceries and gas and paid in full each month until such time as the divorce is finalized.**
Amount owed on debt: **\$380.00**
Credit Card Owner: **Tera Marie Little and James Scott Little**
Tera Marie Little will pay: Half of the debt.
James Scott Little will pay: Half of the debt.
Person to provide creditor divorce decree: **James Scott Little**

- b. Credit Card: **Mastercard**
Credit Card Number: **7131**
Purchases: **No purchases currently.**
Amount owed on debt: **\$0.00**
Credit Card Owner: **Tera Marie Little**
Tera Marie Little will pay: The entire debt.
Person to provide creditor divorce decree: **Tera Marie Little**

Installment loan debt

- c. Debt owed to: **USAA**
Street: **9800 Fredericksburg Rd**
City, State, Zip: **San Antonio, TX 78288**
Loan Description: **Recreational Vehicle (Escapod Camping Trailer)**
Amount owed on debt: **\$15,835.87**
The debt will be paid as follows: **James will get the Escapod Topo Series camper trailer. James assumes responsibility for the remaining loan balance on this camper trailer. Tera will not be responsible for any remaining balance. As both parties paid the first 2 years of payments together, if James chooses to sell this camper after the divorce is finalized and makes a profit (any amount over the remaining balance to be paid off), he will split the profit as follows: 60/40 (60% to James, 40% to Tera) if selling within 12 months of finalizing the divorce, 70/30 (70%**

to James 30% to Tera) if selling within 24 months of finalizing the divorce. If the camper is sold after the 24-month mark and James makes more than \$5,000 profit, James will pay Tera at least \$2500 (50% of the cash deposit made on camper) and may keep any remaining profit.

Person to provide creditor divorce decree: **James Scott Little**

d. Debt owed to: **NBT Bank**

Street: **PO Box 149**

City, State, Zip: **Canajoharie, NY 13317**

Loan Description: **Solar panels on residence**

Amount owed on debt: **\$45,000.00**

The debt will be paid as follows: **This loan will likely be transferred to the purchaser of the residential property (406 E Eagle Ridge Dr.). Until such time, both parties will split payment of the debt equally.**

Person to provide creditor divorce decree: **James Scott Little**

Real property

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

a. **Single Family Residence:**

- i. Address: **406 E Eagle Ridge Dr, North Salt Lake, UT 84054;**
- ii. Tax Identification Number: **01-254-0139;**
- iii. Legal description: **All of Lot 139R, EaglePointe Estates Phase 1.**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **Flagstar Bank**

Address: **5151 Corporate Dr, Troy, MI 48098**

Amount Owed: **\$561,569.00**

Monthly Payment: **\$2,853**

This mortgage will be paid as follows after the divorce:

Both parties are in agreement they will sell this property. Until such time the property is sold and the mortgage is closed, both parties will be responsible for 50% each of the total monthly mortgage cost.

Tera Marie Little will provide a copy of the divorce decree to the lender.

b. This property will be sold as soon as possible. **Tera Marie Little** and **James Scott Little** will be equally responsible for payments, taxes, and insurance until the property is sold.

Until the property is sold, **Tera Marie Little** and **James Scott Little** will have equal 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: **Any maintenance and repair costs needed prior to sell of the property.**
Payment: **Both parties agree to equally split (50/50) any maintenance/repair costs that arise.**

Alimony

42. Neither party will pay alimony.

Retirement money – retirement accounts

43. 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: **Fidelity Investments**
 - i. Account Type: **IRA**
 - ii. Street: **PO Box 28007**
City, State, Zip: **Albuquerque, NM 87125**
 - iii. Plan Administrator **Lee Miller**
 - iv. Account Number **1807**
 - v. This plan is in the name of **Tera Marie Little**

- vi. Plan Value: **\$45,111.58**
 - vii. The entire account is awarded to **James Scott Little**.
 - viii. **Petitioner** will prepare the Qualified Domestic Relations Order (QDRO) for this plan within **180 days** after the divorce decree is entered.
- b. Company: **Thrift Savings Plan**
- i. Account Type: **Defined contribution plan (i.e. 401k)**
 - ii. Street: **PO Box 1600**
City, State, Zip: **Newark, NJ 07101-1600**
 - iii. Plan Administrator **Unknown**
 - iv. Account Number **Unknown**
 - v. This plan is in the name of **Tera Marie Little**
 - vi. Plan Value: **\$120,726.18**
 - vii. The entire account is awarded to **Tera Marie Little**.
- c. Company: **Fidelity Investments**
- i. Account Type: **IRA**
 - ii. Street: **PO Box 28007**
City, State, Zip: **Albuquerque, NM 87125**
 - iii. Plan Administrator **Lee Miller**
 - iv. Account Number **1745**
 - v. This plan is in the name of **James Scott Little**
 - vi. Plan Value: **\$69,763.12**
 - vii. The entire account is awarded to **James Scott Little**.
- d. Company: **Surgical Care Affiliates, LLC Retirement Investment Plan**
- i. Account Type: **401k**
 - ii. Street: **900 Salem Street**
City, State, Zip: **Smithfield, RI 02917**
 - iii. Plan Administrator **Unknown**
 - iv. Account Number **Unknown**
 - v. This plan is in the name of **James Scott Little**
 - vi. Plan Value: **\$20,667.62**
 - vii. The entire account is awarded to **James Scott Little**.
- e. Company: **Vanguard Logan Health Retirement Savings Plan**
- i. Account Type: **401k**
 - ii. Street: **PO Box 2900**
City, State, Zip: **Valley Forge, PA 19482-2900**
 - iii. Plan Administrator **Unknown**
 - iv. Account Number **Unknown**
 - v. This plan is in the name of **James Scott Little**
 - vi. Plan Value: **\$25,691.79**
 - vii. The entire account is awarded to **James Scott Little**.

Federal employee retirement system benefits

44. **Tera Marie Little** is (or will be) eligible for retirement benefits under the Federal Employees Retirement System based on employment with the United States Government. **Tera Marie Little** will receive all benefits to which she is entitled under the Federal Employees Retirement System and **James Scott Little** will receive none.

Additional provisions

45. The parties will adhere to the following additional provisions:
a. **In exchange for not seeking a portion of Tera's FERS Retirement benefits, Tera will transfer 100% of her Fidelity IRA to James (\$45,000+).**

Neither party can cash in a retirement account (401k) or IRA until 2024 if the divorce is finalized by such time and both parties are filing separate taxes. If a party fails to adhere to this provision, they will be solely responsible for the tax payment required for cashing in the account/IRA early.

2022 and 2023 taxes will be filed jointly. Both parties will split 50/50 refunds or amounts owed for both years. If the divorce is finalized in 2023, the parties will file as single starting in 2024 and honor the agreement on claiming the child as a dependent based on even/odd years.

Duty to sign documents

46. 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.

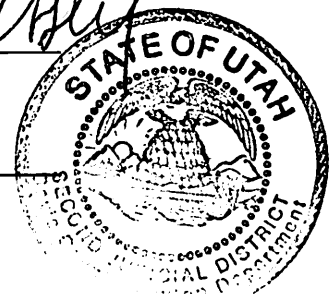
DATED February 28, 2023


[Handwritten Signature]

District Court Judge

DATED _____

District Court Commissioner




James Scott Little
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
James Scott Little Respondent	Email	jscottlittle@hotmail.com	02/24/2023

02/23/2023
Date

Sign here Tera Marie Little
Tera Marie Little