

**Karen Lea Soukup**  
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Online Court Assistance Program

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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

**Karen Lea Soukup**

and

**Michael Scott Soukup**

**Divorce Decree and Judgment**

Case Number: **244701117**

Judge: **Judge Williams**

Commissioner: **Christina Wilson**

The court decrees:

**Divorce**

1. **Karen Lea Soukup** 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. **Karen Lea Soukup** and **Michael Scott Soukup** 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. **Jayden Michael Soukup**                      **Born 02/08/2007**
- b. **Daenerys Lea Soukup**                      **Born 07/24/2009**
- c. **Clara Myra-Jean Soukup**                      **Born 03/03/2016**

**Children - custody**

(Utah Code 30-3-35.1(6); Utah Code 30-3-10.7 through 30-3-10.10)

3. The parties are awarded joint legal custody, but **Karen Lea Soukup** is awarded

primary physical custody of the children. **Michael Scott Soukup** will have the right to parent-time at reasonable times and places. The children will reside in **Karen Lea Soukup's** home **220** overnights each year and in **Michael Scott Soukup's** home **145** 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 **Michael Scott Soukup 145** overnights each year and with **Karen Lea Soukup 220** overnights each year according to a custom parent-time schedule. **Karen Lea Soukup** will be the “custodial” parent:

**Michael will pick Clara up from school everyday and spend some time with here before bringing her home to Karen's home. Daenerys and Jayden will make plans with Michael has they would like to spend time with Michael. Michael is also make plans with the kids when he would like time with the children.**

**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 <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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Odd Years <b>Karen Lea Soukup</b>
Fall Break <b>Children 5 to 18 years of age</b> (Utah Code	(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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</b>

30-3-35)			
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>Michael Scott Soukup</b>	Odd Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Odd Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</b>
President's Day <b>Children 5 to</b>	(1) Holiday begins Friday at: (a) 6 p.m. or	Even Years <b>Michael Scott</b>	Odd Years <b>Karen Lea Soukup</b>

<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.	<b>Soukup</b>	
<b>Spring Break</b> <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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</b>
<b>Mother's Day</b> <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All Years: <b>Karen Lea Soukup</b>	All Years: <b>Karen Lea Soukup</b>
<b>Memorial Day</b> <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>Michael Scott Soukup</b>	Odd Years <b>Karen Lea Soukup</b>
<b>Father's Day</b> <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: <b>Michael Scott Soukup is the father</b>	All Years: <b>Michael Scott Soukup is the father</b>
<b>Juneteenth National Freedom Day Holiday</b> <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35)	(1) Holiday begins (a) the day before Juneteenth National Freedom Day at 6 p.m. if the day before Juneteenth National Freedom Day <u>is not</u> Father's Day; or (b) on Juneteenth National Freedom Day at 9 a.m. if the day before Juneteenth National Freedom Day <u>is</u> Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even Years <b>Michael Scott Soukup</b>	Odd Years <b>Karen Lea Soukup</b>
<b>Summer Break</b> <b>Children 5 to 18 years of age</b> (Utah Code 30-3-35 and 30-3-35.1)	<b>Michael Scott Soukup</b> will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of <b>Michael Scott Soukup</b> . <b>Michael Scott Soukup</b> will have an additional two weeks of extended Summer Parent-time at the option of <b>Michael Scott Soukup</b> , subject to weekday parent-time for <b>Karen Lea Soukup</b> , but not weekends normally exercised by <b>Karen Lea Soukup</b> . <b>Michael Scott Soukup</b> will notify <b>Karen Lea Soukup</b> of the summer break extended parent-	Odd Years <b>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</b>

	time by May 1 each year. <b>Karen Lea Soukup</b> will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of <b>Karen Lea Soukup</b> . <b>Karen Lea Soukup</b> will notify <b>Michael Scott Soukup</b> of the summer break extended parent-time by May 15 each year. If the notification by <b>Michael Scott Soukup</b> is not timely, <b>Karen Lea Soukup</b> may determine the schedule for extended parent-time for <b>Michael Scott Soukup</b> , so long as <b>Karen Lea Soukup</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.		
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>Michael Scott Soukup</b>	Even Years <b>Karen Lea Soukup</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>Michael Scott Soukup</b>	Odd Years <b>Karen Lea Soukup</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 a specific plan for where the children will attend school: **We will decide where the kids go to school depending on both of our residence and where the kids end up living**

8. **Karen Lea Soukup** has authority to check the children out of school.

9. **Michael Scott Soukup** has authority to check the children out of school.

10. **Karen Lea Soukup** has access to the children during school.

11. **Michael Scott Soukup** 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.

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

16. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the Court's order.

17. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

#### **Relocation Schedule** (Utah Code 30-3-37)

- a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
  - ii. spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;
- b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:
  - i. the entire winter school break period; and
  - ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and
- c. extended parent-time equal to  $\frac{1}{2}$  of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.
- d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
  - i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.
  - ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.
  - iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in Subsection (5) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.
- e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

18. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parent who moved.



If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

### **Changing the plan**

19. 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**

20. 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**

21. **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 respondent is a servicemember.

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

22. 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**

23. Only **Michael Scott Soukup** is a servicemember. While he is deployed, caretaking authority of the parties' children is given to:

- **Karen Lea Soukup**, who is not deployed.
- **Michael Scott Soukup** will keep some caretaking authority.

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

24. 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: Resolving disputes**

25. 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**

26. There will be contact with the children and the deployed parent. **Michael Scott Soukup** will arrange for the contact. Contact will be as follows:

Frequency	<b>Weekly</b>
Duration	<b>30 minutes</b>
Method	<b>phone, email, facetime</b>

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

27. When the deployed parent is on leave or is otherwise available, contact with the children will be as follows: **Michael will coordinate with the kids when they will talk and for how long.**

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

28. Child support obligations cannot be modified by the Military Parenting Plan. Changing child support requires a court order.

29. 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**

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

31. 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: Karen Lea Soukup** (Utah Code 78B-12-203)

32. **Karen Lea Soukup's** adjusted gross monthly income for child support purposes is **\$3,042.00**. Her base child support amount using the joint custody calculation is **\$0.00** per month. She receives the following gross monthly income:

- a. **Karen Lea Soukup** is employed at **Waterfall Canyon Academy** . She earns **\$3,042.00** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Income: Michael Scott Soukup** (Utah Code 78B-12-203)

33. **Michael Scott Soukup's** adjusted gross monthly income for child support purposes is **\$5,833.00**. His base child support amount using the joint custody calculation is **\$831.00** per month. He receives the following gross monthly income:

- a. **Michael Scott Soukup** receives **\$327.99** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 78B-12-203(1))
- b. **Michael Scott Soukup** is employed at **USAF** . He earns **\$5,505.07** gross (pre-tax) monthly income working a 40-hour a week job or less.

**Child Support** (Utah code 78B-12-202 et seq.)

34. **Michael Scott Soukup** will be ordered to pay child support to **Karen Lea Soukup** as follows:

- a. **\$831.00** per month base support. This amount complies with the Utah Child Support Act.

Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

35. Once a child is no longer eligible to receive child support, the support amount for the eligible children will be recalculated using the child support worksheet (Utah Code 78B-12-202 et seq.). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

36. 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.

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

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

39. 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 26b-9-211).

40. 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**

41. As long as **Karen Lea Soukup** is current on all child support and other court-ordered financial obligations, she may claim the following children as dependents/exemptions for tax purposes as allowed by law: **Daenerys Lea Soukup, and Clara Myra-Jean Soukup**

As long as **Michael Scott Soukup** is current on all child support and other court-ordered financial obligations, he may claim the following children as dependents/exemptions for tax purposes as allowed by law: **Jayden Michael Soukup**

When there is only one child that can be claimed, the parties will alternate claiming this child every other year.

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

42. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 78B-12-102(13).

Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

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

**Michael Soukup will be responsible for the healthcare of the children,**

**however if it will be cheaper for Karen Soukup to have them on her policy she will add them to her policy and Michael Soukup will pay the difference.**

b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Michael Scott Soukup's** insurance will be primary coverage.
- **Karen Lea Soukup's** insurance will be secondary coverage.

c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Michael Scott Soukup spouse's** insurance will be primary coverage.
- **Karen Lea Soukup spouse's** insurance will be secondary coverage.

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

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

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

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

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

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

involved.

**Public assistance statement – Office of Recovery Services (ORS)**  
(Utah Code 78B-12-113)

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

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

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

45. The following vehicles will be divided as indicated:

a. **Karen Lea Soukup** will receive the following vehicles:

i. Make: **Dodge**, Model: **grand caravan**, Year: **2014**, VIN: **2C4RDGEG0ER327361**

Estimated current value: **\$8,458.00**

Owner (before divorce): **Karen Lea Soukup**  
**Michael Scott Soukup**

b. **Michael Scott Soukup** will receive the following vehicles:

i. Make: **Ram**, Model: **1500**, Year: **2017**, VIN: **1C6RR7ST0HS553476**

Estimated current value: **\$16,000.00**

Owner (before divorce): **Karen Lea Soukup**  
**Michael Scott Soukup**

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

a. Account number: **3909**

Name of Institution: **America First**

Address: **Unknown**

**Unknown**

Account Balance: **\$212.12**

Names on Account: **Karen Lea Soukup**

**Michael Scott Soukup**

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

b. Account number: **Unknown**

Name of Institution: **USAA**

Address: **Unknown**

**Unknown**

Account Balance: **\$305.47**



Names on Account: **Karen Lea Soukup**  
**Michael Scott Soukup**  
Divide as follows: **Don't divide.**

### **Debts**

47. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

### **Real property**

48. The parties have the following real property:

a. **Single Family Home :**

- i. Address: **1136 N 1060 W, Clinton , UT 84015;**
- ii. Tax Identification Number: **14-301-0037;**
- iii. Legal description: **LOT 37, TUSCAN MEADOWS SUBDIVISION PHASE 2 .**
- iv. Mortgage information and payments:

This mortgage is: **First Mortgage**

Lender: **Rocket Mortgage**

Address: **1050 Woodward Ave, Detroit MI, 48226**

Amount Owed: **\$340,162.75**

Monthly Payment: **\$1,764.15**

**Michael Scott Soukup** will pay this mortgage after the divorce.

**Michael Scott Soukup** will provide a copy of the divorce decree to the lender.

b. This property will be sold as soon as possible. **Michael Scott Soukup** will continue to be responsible for payments, taxes, and insurance until the property is sold.

Until the property is sold, **Karen Lea Soukup** and **Michael Scott Soukup** 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.

## **Alimony**

49. Neither party will pay alimony.

## **Military retirement pay**

50. **Michael Scott Soukup** is a military member and entitled to receive or is currently receiving member's military retired pay (Uniformed Services Former Spouse Protection Act (USFSPA), 10 U.S.C. 1408). **Karen Lea Soukup** is entitled to receive a portion of **Michael Scott Soukup's** military retired pay. **Karen Lea Soukup** is **Michael Scott Soukup's** former spouse for purposes of division of the member's military retired pay under USFSPA. This court has jurisdiction over both the parties because: **Michael Scott Soukup is domiciled in Utah (is a lawful resident of the State of Utah)**. **Michael Scott Soukup's** rights under the Servicemembers' Civil Relief Act ((SCRA), 50 U.S.C. 3901 et Seq.) have been satisfied.

a. **Karen Lea Soukup** is awarded **\$50%** percent of **Michael Scott Soukup's** military retired pay.

b. **Karen Lea Soukup** will receive the same percentage of all cost-of-living adjustments that **Michael Scott Soukup** receives.

c. If **Michael Scott Soukup** does not retire from active duty when **Michael Scott Soukup** first becomes eligible, **Michael Scott Soukup** will nonetheless begin paying to **Karen Lea Soukup** on a monthly basis, not later than the last day of each month, an amount equal to **50%** of the monthly military retired pay which **Karen Lea Soukup** would have been entitled to receive if **Michael Scott Soukup** had retired as soon as eligible beginning with the date that **Michael Scott Soukup** was eligible to retire. This monthly amount will be increased each time **Michael Scott Soukup** receives any cost-of-living adjustment to **Michael Scott Soukup's** active duty pay, reserve pay or retired pay. The increase will be the same percentage increase in **Michael Scott Soukup's** pay. If and when **Michael Scott Soukup** does retire, **Michael Scott Soukup** will be entitled to receive, and may at **Karen Lea Soukup's** option begin receiving, all of **Karen Lea Soukup's** monthly share of retired pay by direct payment from the applicable military finance center as provided for in this order.

d. **Michael Scott Soukup** must give **Karen Lea Soukup** a copy of any amended retired pay statement that he receives from a military finance center. **Michael Scott Soukup** must mail the copy no more than five days after **Michael Scott Soukup** receives the amended statement.

- e. If **Michael Scott Soukup** is recalled to active duty, he must notify **Karen Lea Soukup** immediately. The notice must include information about the orders and reporting date.
- f. When a party dies, the rights created and the obligations imposed by this order end.
- g. The monthly payments in this order will be made to **Karen Lea Soukup** regardless of **Karen Lea Soukup's** marital status and do not end if she remarries.
- h. **Karen Lea Soukup** will apply for direct payment of **Karen Lea Soukup's** share of military retired pay in a timely manner. (10 U.S.C. 1408 and 32 C.F.R. 63)
- i. If **Michael Scott Soukup** retires from military service and later also qualifies for a civilian retirement plan that allows him to combine **Michael Scott Soukup's** military and civilian service in order to receive a larger civilian pension, combining the pensions will not affect **Karen Lea Soukup's** right to a monthly sum equal to **Karen Lea Soukup's** portion of the military retired pay as provided in this order.
- j. **Michael Scott Soukup** will indemnify **Karen Lea Soukup** and pay her the difference between the amount awarded and any reduced amount that **Karen Lea Soukup** subsequently receives if **Michael Scott Soukup**:
- waives any portion of his net disposable military retired pay in order to receive disability pay, or if
  - he takes any action which would defeat, reduce or limit **Karen Lea Soukup's** collection of **Karen Lea Soukup's** portion of the military retired pay owed to **Karen Lea Soukup** under this order.
- k. **Michael Scott Soukup** will pay **Karen Lea Soukup** the difference between the amount of the direct payment from the finance center and the amount that **Karen Lea Soukup** is entitled to under this order if:
- the finance center does not pay **Karen Lea Soukup's** share directly to her, or
  - the monthly payment to **Karen Lea Soukup** does not equal the full award which she is entitled to in a given month under the terms of this order, or
  - **Michael Scott Soukup** has taken action to reduce, eliminate, or decrease **Karen Lea Soukup's** share in violation of this order.
- l. **Karen Lea Soukup** is the irrevocable beneficiary of the Survivor Benefit Plan (SBP) through **Michael Scott Soukup's** military retirement.
- **Michael Scott Soukup** will complete the paperwork needed to make or extend the election of **Karen Lea Soukup** as beneficiary.
  - **Michael Scott Soukup** will do nothing to reduce or eliminate **Karen Lea**

**Soukup's** benefit.

- **Michael Scott Soukup** will choose the “former spouse only” option and will choose the full amount of **Michael Scott Soukup's** retired pay as the base amount.
- The election will be made either within 60 days of the date of the entry of this order, or when **Michael Scott Soukup's** retires, whichever is allowed earlier by law. A copy of the election will be given to **Karen Lea Soukup**.
- If **Michael Scott Soukup** does not make the election, an amount equal to the present value of the SBP coverage for **Karen Lea Soukup**, will become an obligation of **Michael Scott Soukup's** estate when he dies. **Karen Lea Soukup** will also be entitled to any legal remedies for violating this order.

m. Each party will notify the military finance center if there are changes in factual circumstances, modifications, or amendments to this order, or the results of other legal proceedings, that may affect the rights created and the obligations imposed by this order. The notice will be mailed to the military finance center by certified mail no later than 5 days after the occurrence of any of the events listed above.

n. This court retains jurisdiction to supervise, enforce, and modify the payment of **Michael Scott Soukup's** military retired pay to **Karen Lea Soukup**. The court may also amend this order as needed to ensure it qualifies and continues to qualify as a “court order” within the meaning of 10 U.S.C. 1408.

Once the divorce decree is entered, **Michael Scott Soukup** must immediately prepare the appropriate Order for the Division of Military Retired Pay and submit it to the Defense Finance and Accounting Service along with Defense Department Form 2293. (Application for Former Spouse Payments from Retired Pay)

### **Duty to sign documents**

51. 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)

### **Name after divorce**

52. **Karen Lea Soukup** changed her name when the parties married. Her name will be **Karen Lea Spears** after the divorce.

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

DATED 10/01/24 \_\_\_\_\_



*[Signature]*  
\_\_\_\_\_  
District Court Judge

DATED \_\_\_\_\_

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

**Michael Scott Soukup**

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
<b>Michael Scott Soukup Respondent</b>	<b>Hand Delivery</b>	<b>1136 N 1060 W Clinton , UT 84015</b>	<b>07/31/2024</b>

**07/18/2024**  
\_\_\_\_\_  
Date

Sign here *[Signature]*  
\_\_\_\_\_  
**Karen Lea Soukup**