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**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH**

IN RE THE MARRIAGE OF:

MELISSA A VALENTINE,

Petitioner,

vs.

SETH BENSON VALENTINE

Respondent.

DECREE OF DIVORCE

Case No.: 264400620

Hon. Judge: ROGER GRIFFIN

MELISSA A VALENTINE, by and through her counsel of record, Kelly O White, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by affidavit as set forth in Utah Code Ann. §81-4-406(1). A default certificate having been entered on April 20, 2026, being fully advised in the premises, and having heretofore made and entered its Findings of Fact and Conclusions of Law, does hereby ORDER, ADJUDGE, and DECREE as follows:

GROUND

1. Seth Benson Valentine and Melissa A Valentine shall be awarded a Decree of Divorce as provided for by law terminating the marriage of the parties.
2. Seth and Melissa are bona fide residents of Utah County, Utah.

3. The parties were married on January 21, 2012, in the state of Nevada.
4. Irreconcilable differences have rendered the marriage broken making continuation of the marriage under the circumstances impossible.

CUSTODY/PARENT-TIME

5. The parties have three (3) minor children born as issue of this marriage, to wit: S.V., born Feb 2012, K.V., born Jan 2013, and J.V., born Jan 2014. No other children are expected.
6. Melissa and Seth shall be awarded joint physical custody of the minor children subject to Seth's reasonable right to parent-time as follows:

- a. Regular Parent-Time. Parent-time shall occur as the parties may agree. If the parties are unable to agree to a parent-time schedule, the parties shall exercise parent-time pursuant to Utah Code § 81-9-302.

- b. Holiday and Extended Parent-Time. Holiday parent-time shall occur as the parties may agree. If the parties are unable to agree to a holiday parent-time schedule, the parties shall be awarded holiday parent-time with the minor child pursuant to the schedule set forth in Utah Code § 81-9-302, 303, except that the parties will share equally any costs for parent-time.

- c. Designation. Seth shall be designated as the non-custodial parent, and Melissa shall be designated as the custodial parent.

7. Melissa and Seth shall be awarded joint legal custody of the minor children.

PARENTING PLAN

8. Each party shall be entitled to access the minor child's educational records, medical records, court records, and any other information or documents regarding the minor child.

9. Each party shall be entitled to make day-to-day decisions regarding the welfare of the minor child while the child is in that parent's care.

10. Parent-time Exchanges. Parent-time exchanges shall take place at a mutually agreed upon time taking into account the child's schedule, travel considerations, and the parties' work schedules. The party commencing parent-time shall be responsible for transporting the minor child.

11. The parties shall implement, as applicable, the statutory advisory guidelines set forth in Utah Code § 81-9-202.

DECISION MAKING

12. 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. 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 mediation before bringing the issue to the court.

HEALTH, DENTAL, MEDICAL, INSURANCE, AND DAYCARE COSTS

13. Each Party shall be responsible to equally share the health, medical, and dental expense/insurance on behalf of the minor child as well as reasonable and necessary out-of-pocket expenses incurred for the child, as per Utah Code Ann. 81-6-208.

14. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the medical premium.

The child's portion of the premium is a per capita share of the premium actually paid in accordance with Utah Code Ann. 81-6-208(9).

15. Pursuant to Utah Code Ann. 81-6-209, each parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change.

16. Petitioner shall maintain medical, hospital, and dental care for the minor child if it is available at reasonable cost. If Petitioner is unable to do so, Respondent shall maintain medical, hospital, and dental care for minor child if it is available at reasonable cost. At this time, Petitioner currently carries medical, dental, and vision insurance coverage for the minor child and will continue to do so. If at anytime the minor child has double insurance coverage, Petitioner's insurance shall be primary and the Respondent's insurance shall be secondary. If the minor child is double covered, each party shall be responsible for his or her own insurance coverage premiums.

17. All premium costs for the children's insurance shall be equally shared by the parties. The medical insurance cost for the benefit of the children, actually paid, shall be shared evenly.

18. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

19. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and which are not paid by a medical insurance carrier.

20. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of half of the reasonable and necessary medical and dental expenses for the minor child as indicated.

21. The parent who is maintaining insurance for the minor child shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.

22. Any order of child support shall allow for the Office of Recovery Services to collect and offset, if necessary, a parent's one-half obligation for the child's insurance premium. In cases in which the parent does not have insurance, but another member of the parent's household provides insurance coverage for the child, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

RELOCATION

23. 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 and in accordance with Utah Code 81-9-209.

24. 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 shared equally.

25. 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.

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

CHILD SUPPORT AND RELATED PROVISIONS

27. Melissa is currently employed on a full-time basis and earns gross monthly income in the amount of \$9,273.

28. Seth is not currently employed but shall be imputed at a gross monthly income in the amount of \$1,257.

29. Commencing Based on the incomes stated, the joint custody worksheet, and three minor children, child support is calculated per statute at Respondent paying \$131 per month. Child support shall be payable $\frac{1}{2}$ on the 1st and $\frac{1}{2}$ on the 15th of each month.

30. Support of the minor child shall continue until said child become 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

31. Once a child is no longer eligible to receive child support, the support amounts for the eligible children shall be recalculated using the child support sheet. 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.

32. Any fees related to the collection of child support through the Office of Recovery Services shall be equally shared by the parties.

PROPERTY AND DEBT DISTRIBUTION

33. During their marriage, the parties acquired certain personal property, which shall be divided between the parties as described below. During their marriage, the parties incurred certain debts and obligations, which shall be allocated between the parties as described below. The party assuming a particular debt or obligation shall indemnify, defend, and hold the other party harmless therefrom.

REAL PROPERTY

34. During the marriage, the parties acquired one relevant piece of real property located at 790 W 700 S, Orem, Utah, Utah 84058 (the "Marital Home").

35. The Marital Home shall be sold, any equity will be used to pay off all debt occurred during the marriage including Credit card, bank loans, car loans, mortgages, secured loans, student loans and medical bills. After all debt has been paid, the profit of the sale of the home equity will be split 70% for Melissa and 30% for Seth.

MOTOR VEHICLES

36. The motor vehicles shall be divided as follows:

- a. Melissa shall be awarded the 2019 Toyota 4Runner.
- b. Melissa shall be awarded the 2008 Toyota FJ Cruiser.
- c. Seth shall be awarded the 2001 Toyota Sequoia.
- d. Seth shall be awarded the 1999 Dodge Durango.

PERSONAL PROPERTY

37. Each party is awarded his or her clothing, memorabilia, and personal effects.

38. Melissa shall be awarded the following personal property:

- a. Bedroom sets
- b. Family piano
- c. Family desk
- d. Christmas decorations
- e. One hutch
- f. Living room tv
- g. Kids beds

39. The parties' dogs shall spend equal time with both Seth and John and shall follow the schedule of the minor children.

DEBTS

40. The parties have no outstanding marital debt that requires division. 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. Account Number: 4720

Institution Name: Visa

Amount owed: \$12,503.81

The debt will be paid as follows: Melissa A Valentine will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

- b. Account Number: 5191

Institution Name: Mastercard

Amount owed: \$1,381.83

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa A Valentine will provide a copy of the divorce decree to the lender.

- c. Account Number: 8967

Institution Name: Visa

Amount owed: \$1,381.83

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

- d. Account Number: 0021

Institution Name: Visa

Amount owed: \$14,543.11

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

- e. Account Number: 7941

Institution Name: Alpine Credit Union

Amount owed: \$4,009.97

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

- f. Account Number: 7463

Institution Name: Visa

Amount owed: \$436.58

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

- g. Account Number: 2899

Institution Name: American Express

Amount owed: \$1,283.91

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

Medical Debt

- h. Account Number: 0847

Institution Name: Intermountain Healthcare

Amount owed: \$4,665.01

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

- i. Account Number: 0824

Institution Name: Intermountain Healthcare

Amount owed: \$4,665.01

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

Installment Loan Debt

- j. Account Number: 1102

Institution Name: Alpine Credit Union

Amount owed: \$21,773.70

The debt will be paid as follows: Melissa will pay half of the debt.

Seth will pay half of the debt. Melissa will provide a copy of the divorce decree to the lender.

ALIMONY

41. Neither party shall be awarded alimony.

RETIREMENT ACCOUNTS

42. During the marriage, the parties did not acquire retirement accounts.

BUSINESS INTERESTS

43. Melissa shall be awarded 100% of any and all interest she holds in Belle Vie Home Health.

NOTICE TO CREDITORS

44. Pursuant to Utah Code Ann. §§15-4-6.5, 81-3-105, and 81-4-406, as amended, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

NOTICE TO MEDICAL CREDITORS

45. Pursuant to Utah Code Ann. §§15-4-6.7, 81-3-105, and 81-4-406(1), as amended, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code Ann. §§81-4-406, 81-4-204, or 78-45-7.15, as amended, or an administrative order under Utah Code Ann. §62A-11-326, a creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

46. Therefore, each party shall:

- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child(ren).
- b. Notify the particular creditor of the party's current address.

47. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of the medical and dental expenses required to be paid by the parent under the order, and also inform the particular creditor that it may not make a negative report under Utah Code Ann. §70C-7-107, or report of the debtors repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange,

regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order as set forth above.

TAX PROVISIONS

48. Melissa shall be entitled to claim all minor children as a dependency tax exemption on her individual income tax returns

MISCELLANEOUS PROVISIONS

49. Each party shall execute such documents as may be necessary to transfer the property as awarded by the Court to the party entitled thereto within sixty (60) days of the entry of the Decree of Divorce.

****ELECTRONICALLY ENTERED AND EXECUTED BY THE COURT AS
INDICATED AT THE TOP OF THE PAGE****

CERTIFICATE OF SERVICE

I hereby certify that on this April 20 2026, I caused a true and correct copy of the foregoing DECREE OF DIVORCE to be served via First Class Mail, upon the following:

SETH VALENTINE
790 W 700 S
OREM, UT 84058

DATED April 20 2026

/s/ Kelly O. White

KELLY O. WHITE
Attorney for Petitioner