



ROBERT M. JEPSON – USB #20265  
JEPSON FAMILY LAW  
179 North 1200 East, Suite #101  
Lehi, Utah 84043  
Email: rob@robjepsonmediation.com  
Phone: (385) 312-3406

*Attorney-Mediator for the Parties*

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

In the Matter of the Marriage of:  <b>MIGUELINA ESTER SWALLOW,</b> Petitioner,  and  <b>JAMES ROBERT SWALLOW,</b> Respondent.	<b>DECREE OF DIVORCE</b>  Case Number 264400915  Judge Kasey L. Wright  Comm. Marla Snow
---	--

THE ABOVE CAPTIONED MATTER came before the Court in support of the  
Stipulated Verified Divorce Petition, filed with the Court, the Court now being fully advised  
in the premises, having previously made and entered its Findings of Fact and Conclusions of  
Law, and, for good cause appearing,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. **Marriage Terminated.** The marriage of the parties is hereby terminated and  
the parties are granted a Decree of Divorce, said Decree to become final automatically upon

the date of signing and entry by the Court, pursuant to the provisions of Utah Code 81-4-406(5)-(6).

2. **Children.** The following are minor children of the parties: J.K.S. born April 2009, J.M.S. born March 2011.

#### CUSTODY/PARENT-TIME

3. **Physical Custody.** The parties shall have split custody of their two children. J.K.S. shall reside primarily with James and J.M.S. shall live primarily with Miguelina. The precise schedule shall be as the parties agree. If they cannot agree, then James shall have parent time with J.M.S. every other weekend from Friday at 5:00 p.m. until Sunday 7:00 p.m., and Miguelina shall have parent time with J.K.S. every other weekend from Friday at 5:00 p.m. until Sunday at 7:00 p.m.

4. **Transportation.** The parties shall utilize school-to-school exchanges when school is in session. When school is not in session, the parent who is beginning their parent time shall pick up from the other parent's residence, unless they agree otherwise in writing.

5. **Telephone and Virtual Contact with Children.** Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time.

6. **Summer Time.** Each party may claim two weeks of uninterrupted parent time each summer. On odd years, Father shall elect first. On even years, Mother shall elect first. The two week blocks cannot conflict with the other party's holiday time, including July 4th or July 24th.

7. **Holidays.** The holidays shall be divided as the parties agree. If the parties cannot agree, the schedule shall be according to Utah Code 81-9-303, as set forth herein. Mother shall be designated the "custodial parent" for purposes of the holiday rotation. The children shall follow the same holiday schedule and spend their holidays together, unless the parties mutually agree otherwise.

<i><b>Holiday</b></i>	<i><b>Holiday Time Period</b></i>	<i><b>Odd Years</b></i>	<i><b>Even Years</b></i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother

President's Day	<p>(1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or  (c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:  (a) upon delivering the child to school on the day following President's Day; or  (b) at 8 a.m. on the day following President's Day if there is no school.</p>	Mother	Father
Spring Break	<p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends:  (a) upon delivering the child to school on the day following the end of spring break; or  (b) at 8 a.m. on the day following the end of spring break if there is no school.</p>	Father	Mother
Memorial Day	<p>(1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or  (c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:  (a) upon delivering the child to school on the day following Memorial Day; or  (b) at 8 a.m. on the day following Memorial Day if there is no school.</p>	Mother	Father
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	Mother	Mother
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>	Father	Father

Juneteenth National Freedom Day	<p>(1) Holiday begins at:  (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or  (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.  (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>	Mother	Father
Independence Day	<p>(1) Holiday begins on July 3rd at 6 p.m.  (2) Holiday ends on July 5th at 6 p.m.</p>	Father	Mother
Pioneer Day	<p>(1) Holiday begins on July 23rd at 6 p.m.  (2) Holiday ends on July 25th at 6 p.m.</p>	Mother	Father
Labor Day	<p>(1) Holiday begins Friday at:  (a) 9 a.m. if school is not in session and the parent can be with the child;  (b) the time that school is regularly dismissed; or  (c) 6 p.m. at the election of the parent granted the holiday.  (2) Holiday ends:  (a) upon delivering the child to school on the day following Labor Day; or  (b) at 8 a.m. on the day following Labor Day if there is no school.</p>	Father	Mother
Columbus Day	<p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.  (2) Holiday ends at 7 p.m. on Columbus Day.</p>	Mother	Father
Fall Break	<p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.  (2) Holiday ends:  (a) upon delivering the child to school on the day following the end of fall break; or  (b) at 8 a.m. on the day following the end of fall break if there is no school.</p>	Father	Mother

Halloween	(1) Holiday begins on October 31st 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.	Mother	Father
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Father	Mother
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Father	Mother

8. **Special Events.** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

9. **Relocation.** The parties shall follow Utah Code 81-9-209.

10. **Legal Custody.** The parties shall have joint legal custody.

#### PARENTING PLAN

11. **Access to Records.** Both parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.

12. **Day to Day Decisions.** Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

13. **Major Decisions.** The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If the parties cannot agree on a major decision, they shall consult with a professional in the field and seek their recommendation. If the parties

still cannot agree, they shall attempt mediation. If mediation is not successful, either side may petition the courts to render a decision.

14.     **Notification of Children's Events.** Both parents shall have access to information and shall not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

15.     **Travel.** When the children travel with either parent out of state and shall be away for at least one night, the following shall be provided to the other parent at least 24 hours prior to departure:

- a.       An itinerary of travel dates;
- b.       Destination;
- c.       Places where the children or traveling parent can be reached; and, the name and telephone number of an available third person who would be knowledgeable of the children's location.

16.     **Communication.** The parties shall discuss all parenting concerns directly and shall not use their children to deliver messages. The parties shall be civil with one another.



17. **Mutual Restraining Orders.** The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

18. **Third Party Responsibility.** Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

19. **Romantic Partners.** Neither party shall introduce the children to any new romantic partners unless they are in a stable, committed relationship for at least 3 months.

#### CHILD SUPPORT AND EXPENSES

20. **Child Support.** Child Support should be calculated according to Utah Code §81-6-107. The Mother's gross monthly income is \$9,340.83. The Father's gross monthly income is \$5,638.74. Because the parties should share split custody of their two children, child support should be calculated using the Split Custody Child Support Worksheet. Based on the Split Custody Worksheet, Mother should be ordered to pay Father \$267 per month for child support. When the older child ages out, child support should adjust accordingly.

21. **Payments and Arrears.** Payments shall begin the month following the entry of the Decree of Divorce. The parties agree there are no arrears outstanding as of the signing of this agreement.

22. **Activity Costs.** Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior written consent from the other parent shall be solely responsible for that expense.

23. **School Fees.** Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

24. **Medical/Dental Expenses.** The parties' children both receive state assistance for the healthcare costs through Utah Medicaid's post-adoption program. Any medical costs not covered by this program shall be evenly split between the parties.

25. **Therapy.** The parties shall discuss and agree on any therapy or mental healthcare treatment prior to engaging the child with a therapist.

26. **Division of Accounts.** According to Utah Code 15-4-6.7 each party may elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated.

27. **Dependency Exemption/Tax Credit.** The parties shall share the dependency exemption/tax credit for the minor children as follows:

a. While there are two qualifying children, the parties shall each receive one child as a dependency exemption/tax credit. Mother shall claim the oldest child and Father shall claim the youngest child.

b. While there is one qualifying child, the parties shall alternate claiming the child. Father shall claim for even tax years and Mother shall claim for odd tax years.

28. **2025 Taxes.** The parties shall file married, filing jointly for tax year 2025. The parties shall equally share in any cost of preparation of taxes. The parties shall equally share any tax refund or tax liability.

29. **Alimony.** Neither party is awarded alimony. All claims to alimony are waived both now and in the future.

#### PROPERTY AND ASSETS

30. **Marital Home.** The parties own a home located at 1096 East 560 North, American Fork, Utah 84003. The parties agree to list the home for sale approximately mid-

April of 2026. When the home sells, the parties shall pay off the remaining mortgage balance, pay any realtor fees, and pay any closing costs from the proceeds. Any remaining proceeds are awarded 100% to Miguelina. Both parties shall cooperate with the selling process and sign any documents necessary to facilitate the sale. If any repairs are needed between now and the selling of the home, the parties shall equally share the cost of the repairs. This shall include replacing the air conditioning unit.

31.     **Vehicles.** Miguelina is awarded the 2024 Chrysler Pacifica, which is paid off. James is awarded the 2006 Toyota Avalon, which is paid off.

32.     **Retirement Accounts.** The parties shall each keep the retirement accounts in their own names. Neither shall have any claim to the other's accounts, either now or in the future.

33.     **Investments.** James is awarded all of the investments in his name, including the investments in gold and silver, and Trump memorabilia.

34.     **Cash & Savings Accounts.** Each party shall keep the bank accounts in their own names and any monies therein. James is awarded the joint account with Wells Fargo and shall remove Miguelina from the account.

35.     **Debts.** Each party shall be solely responsible for any other debts in their own names. Both parties shall hold the other harmless from any penalties associated with such debts.

36. **Personal Property.** All other personal property shall be divided as the parties agree.

37. **Deeds and Titles.** Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary to implement the Decree of Divorce.

OTHER

38. **Maiden Name.** Miguelina shall have the option of restoring her name to Miguelina Ester Noches Anconi, should she so desire.

39. **Dispute Resolution.** If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

40. **Drafting.** Both parties contributed to the drafting of the Stipulated Petition, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

41. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties

understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in the agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

42. **Attorney's Fees and Costs.** Each party is ordered to assume his or her own legal fees incurred in this action, if any.

43. **Preparation of Final Documents.** The parties agree that final documents may be prepared and filed consistent with the terms of the parties' agreement. Per Utah Code of Judicial Administration 3-2.4(c), the parties agree that mediator Robert Jepson may prepare and file said documents with the Utah Courts as the Attorney-Mediator for the parties.

44. **Final Stipulation.** The Stipulated Petition is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Stipulation is fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in this Stipulated Petition.

***--- End of Order ---***

***--- Signature of Judge Appears on Top of First Page ---***

**APPROVED AS TO FORM AND CONTENT:**

/s/ *Miguelina Ester Swallow*  
MIGUELINA ESTER SWALLOW  
Petitioner  
Signed by Robert M. Jepson with  
permission obtained on 3/25/2026

3/25/2026  
DATE

/s/ *James Robert Swallow*  
JAMES ROBERT SWALLOW  
Respondent  
Signed by Robert M. Jepson with  
permission obtained on 3/25/2026

3/25/2026  
DATE