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

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In the Matter of the Marriage of:

STEPHEN TODD PETERSON,

Petitioner,

vs.

JENA LOWRY PETERSON,

Respondent.

**DECREE OF DIVORCE**

Case No. 264401260

Judge Sean Petersen

Commissioner Marian Ito

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The above-entitled matter came regularly before the above-entitled Court, in accordance with UTAH CODE ANN. § 81-4-402; The Parties, Petitioner Stephen Todd Peterson (“Petitioner”) and Respondent Jena Lowry Peterson (“Respondent”), having reached a Stipulation and Settlement Agreement; the Court having reviewed the Verified Petition for Divorce, having inquired into the legal sufficiency of the evidence so adduced, and good cause appearing, now makes and enters the following:

**ORDERED, ADJUDGED AND DECREED as follows:**

## **DIVORCE DECREE**

1.      **Jurisdiction and Grounds.** The Petitioner has been a bona fide resident of Utah County for more than three (3) months prior to the commencement of this proceeding.
2.      **Marriage.** The parties were married on September 30, 2004 in American Fork, Utah County, State of Utah.
3.      **Separation.** The parties separated on or about January 31, 2021.
4.      **Children.** The parties are the biological and legal parents of the following children:
  - a.          S.N.P. Born April 2006
  - b.          C.A.P. Born July 2008
  - c.          S.T.P. Born December 2010
5.      **Custody.** The Petitioner and Respondent shall have joint legal custody of the minor children. The Petitioner and Respondent shall have joint physical custody of the parties' minor children. Respondent's residence shall be the primary residence of the minor children.
6.      **Child Support.** The Petitioner shall pay child support in the amount of \$425 per month. Petitioner is imputed income of \$5500 per month. Respondent is imputed income of \$1800 per month. The payment schedule shall be one-half (1/2) by the 5<sup>th</sup> of each month, and the other half (1/2) by the 20<sup>th</sup> of each month.
7.      Each of the parties shall notify the other party, in writing, within 30 days if s/he has a change of regular income, not inclusive of overtime.
8.      The parties agree to share equally the costs of all fees and expenses incurred in connection with any extra-curricular activities, education, sports, school supplies, kids' vehicle care that the children are involved in, which have been agreed upon in writing by both parties.

**9. Parent-Time.** The Petitioner shall have parent-time as much and as often as the parties may agree. Each party shall have parent-time for one (1) full week, inclusive of the weekend, in alternating fashion week to week. Pick up will be at 7pm on Sunday at the home of the custodial parent exercising the parent-time. At no time shall Respondent's parent-time be less than that described in UCA 81-9-303. Each party shall bear their own costs with regard to transportation and any other costs associated with parent-time. All other parent-time provisions shall be consistent with those provided under Utah Code Ann. §81-9-304, including Holidays.

**10.** If either party intends to travel more than 300 miles from their respective home with the children, that party shall be required to provide the following information to the other party, at least 48 hours in advance:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places and contact information where the children and/or traveling party can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location at all times.

**11.** Neither party shall allow the children to be transported by an unlicensed, uninsured driver, or without their own seat belts.

**12.** The parties shall not expose children to alcohol abuse, illegal drug use, illegal activity, abusive relationships, inappropriate sexual relationships, any type of sexual behavior, or any reasonably inappropriate media (including digital or print).

13. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the children, including but not limited to, phone privileges and email/texting privileges.

14. **Parenting Plan.** The parties agree to implement the following Parenting Plan:

- a. The parties acknowledge that the best interests of the children require that each parent maintain a loving, stable, consistent, and nurturing relationship with the children; that they must not be exposed to harmful conflict between parents or derogatory comments concerning their parents; and that disruption of their attendance at school, daily routines, and associations with friends are minimized.
- b. The objectives of this parenting plan are to provide for the physical and emotional needs of the children by setting forth the authority and responsibilities of each parent, to minimizing conflict, and to meet the needs of the children through agreement rather than judicial intervention.
- c. The parents will discuss with each other and mutually decide the significant decisions regarding the children, including, but not limited to, the children's education, healthcare, and religious upbringing.
- d. Either parent may make emergency decisions affecting the children's health and safety. In the event of an emergency, the other parent shall be notified as soon as reasonably possible under the circumstances.
- e. Each parent may make decisions regarding the day-to-day care and control of the children while they are in the physical custody of that parent.

f. Neither party shall use abusive or inappropriate language while in the presence of the children, and both parties shall refrain from speaking to the children abusively or inappropriately.

g. Both parties shall, at all times, follow and abide by the advisory guidelines set forth in Utah Code Ann. Section 81-9-202, et seq.

h. Both parties shall have access to all school reports, and, upon request, shall be provided copies of all daycare reports and medical reports pertaining to the minor children.

i. Each party shall be required to provide the other with his or her current address and phone number within 24 hours of any change thereto. If either party intends to relocate more than 150 miles away from the other party's home, said party is required to provide the other party with written notice of his/her intent to relocate, at least sixty (60) days prior to the time that said relocation occurs, consistent with the provision of Utah Code Ann. §81-9-209.

j. Neither party shall ask, nor attempt in any way, to have the children transfer messages between the parties, either in verbal or written form. Rather, the parents will contact each other directly via phone or email to discuss personal or child-related issues between themselves and not involve the children.

k. The parties agree that no parenting dispute may be presented to the Court without a good-faith attempt by both parties to resolve the matter through mediation.

l. Shall either party fail to comply with the provisions of this agreement, frustrate the purposes of this settlement, or interfere in any way with the resolution of this matter,

then the offending party shall pay the non-offending party's attorney fees and costs incurred by responding to and countering said actions.

m. If one party fails to comply with the provisions of this agreement, the other party's obligations under the agreement are not affected.

**15. Taxes.** Each party shall be entitled to claim half (2) of the eligible minor children as dependents for state and federal tax purposes. In the event there are an odd number of minor children to be claimed, the Respondent shall be entitled to claim additional dependent for odd numbered years, and the Petitioner shall be entitled to claim the additional dependent for even numbered years.

**16. 2026 Taxes.** The parties shall file a joint tax return for 2026. The parties shall divide equally any refund or liability.

**17. Medical.** If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the children, the parents shall be responsible for maintaining insurance for their dependent children. Both parents shall share equally the out-of-pocket costs of the children's portion of the premium actually paid by the parent who maintains the insurance.

**18.** If, at any point, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of the Respondent shall be the primary coverage for the minor children, and the health, hospital, or dental insurance plan of the Petitioner shall be the secondary coverage for the minor children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental plan, but is covered by a step-parent's plan, the health, hospital, or dental insurance of the

step-parent will be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the children.

**19.** Both parents shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent children, including deductibles and copayments.

**20.** A party incurring medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment. The other party shall make their portion of those payments or make arrangements to do so within forty-five (45) days of receipt of the documentation supporting required participation and reimbursement.

**21. ORS Disclosures.** Written verification of insurance enrollment, medical and dental insurance premiums and any change in coverage or premiums shall be provided to the

Office of Recovery Services (in the event the parties choose to use ORS for collection or tracking purposes). If the parties are not using ORS, then all verification of insurance enrollment and payment of medical insurance premiums shall be made to the other party upon initial enrollment of the children thereafter on or before January 2<sup>nd</sup> of each calendar year.

**22.** Each party shall notify ORS or the other party of any change in insurance carrier, premium, or benefits within thirty (30) calendar days of the date the party knew or shall have known of the change.

**23. Day Care.** The parties shall share equally the costs of any work-related day care costs incurred.

**24. Real Property.** The parties do not have any real property that is marital property. Any real property has been equitably addressed by the parties.

**25. Debts.** Each party shall pay any debts incurred in their own name or for which they have received the exclusive benefit, including any debt incurred by either party after the parties were separated on January 31, 2021. There are no debts incurred during the marriage that have not otherwise been disposed of or assigned to one party or the other.

**26. Property Division.** The parties acquired various items of personal property during their marriage, and each party shall keep that personal property currently in their possession.

**27.** All retirement accounts or benefits that either party has accrued or may hereafter acquire shall be the sole and exclusive property of the respective party who owns it, and neither party shall be under obligation to pay to the other party any portion thereof.

**28. Alimony.** Both parties are capable of supporting themselves and neither party shall pay alimony to the other party.

**29. Attorney Fees.** Each party shall pay their own attorney's fees and costs in connection with this matter.

**30. Mutual Restraint.** Both parties shall restrain from harassing, threatening, or harming the other party at any time or in any place. Further, both parties shall restrain from disparaging the other party in the presence of the minor children, and shall instruct third-parties to do the same. Furthermore, both parties shall restrain from discussing these legal proceedings or any related matters with, or in the presence of, the minor children, and shall instruct third-parties to do the same.

**31. Implementation of Agreement.** Each party shall be ordered to execute and deliver to the other party any documents necessary to implement the provisions of this Stipulation and Property Settlement Agreement.



**32. No Chance for Reconciliation.** There is no chance for reconciliation of the parties, and the divorce of the parties shall become final immediately upon entry by the Court.

---END OF ORDER---