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

In the Matter of the Marriage of	DECREE OF DIVORCE
MISTY JENSEN, and ANDREW JOHN JENSEN.	Case No. 254401188 Judge Shawn R. Howell Commissioner Marla Snow

THIS MATTER comes before the Court on the stipulated settlement of the parties, which agreement resolves all issues and motions pending between the parties. The Court, having reviewed and accepted the Stipulation, and in accordance with the Findings of Fact and Conclusions of Law filed by the parties concurrently herewith,

IT IS HEREBY FOUND AND ORDERED:

1. Residency: Misty is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
2. Marriage: The parties married on February 25, 2019, in Provo, State of Utah. The parties are currently married. The parties separated on April 13, 2025.
3. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.
4. Children: There are 3 minor children of this marriage: L.J. (born November 2009); B.J. (born August 2012); and H.J. (born September 2016).

5. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor children and use the terms herein as a parenting plan and be bound to abide thereby.
6. Information Sharing: Both parties are entitled to direct access to all of the children's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the children so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the children. The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully (within the boundaries of the protective order).
7. Minor Decisions and Activities/Appointments: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the children's life prior to a decision being made regarding health, safety, religion, and education. If the parties disagree on a major decision regarding the children, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties with primary physical custody of that child will make a written proposal in writing to the other parent. If the other parent desires to take the issue to mediation, the other parent will give notice in writing of that desire for mediation within 14 days of receipt of the proposal and the parties will promptly submit the matter to mediation. If the parent does not request mediation within 14 days, then the proposing parent may proceed with his/her proposal. If, after mediation, the parties still disagree on the issue, then either party may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child. If the parent who received the proposal does not file a motion in court within 14 days from the mediation date, then the parent who originally made the proposal may proceed with the proposed action.

8. Educational Plan: Both parents shall have access to the children during school and authority to check the children out of school on his or her custodial days (within the boundaries of the protective order). The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor children in his/her care will be responsible for ensuring the minor children's homework is complete and transporting the minor children to and from school on time. The children will continue to attend their current school(s) and the appropriate feeder school(s). In the future, if the parties disagree on the school placement or registration, they will use the dispute resolution procedures outlined herein.
9. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.
10. Communication between Parents: All communication between the parties shall be primarily via text, email or an agreed-upon parenting app. If an app is used, each will pay his or her own fees for the use of the app, if any. All communication between the parties shall be civil in nature. Communication regarding the minor children will be directly between the parents and will not involve third parties. Medical emergencies should be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.
11. Communication with Children: Communication between a parent and the children (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored and unrecorded. If the children are not available when a parent calls, then the party with parent time will initiate or have the children initiate return contact as soon as possible the same day, but not later than 24 hours. The children may initiate contact with either parent at any reasonable times and durations.
12. Travel: When the minor children are traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the children or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the children's location. See Utah Code 81-9-202(19).

13. Physical Custody: The parties will be awarded split physical custody of the minor children. The Father will have primary physical custody of B.J.; and the Mother will have primary physical custody of L.J. and H.J.. Parent time shall be as the parties may agree. If the parties are unable to agree, parent time for the non-primary physical parent will be pursuant to Utah Code 81-9-302—and the parties arrange the schedule so that the child can have the opportunity to be together for weekends, holidays and summer parent time.

14. Physical Custody of B.J.: The parties agree that the physical custody arrangement of B.J. is subject to B.J. getting individual therapy with an AFCC aware therapist and where the parties can also have sessions or information from/with the therapist as the therapist deems may be helpful. Additionally, B.J. will need to his grades up, keep his attendance up, and show respect in all his interactions with both parents. The Private Guardian ad Liem in this case will remain on this case for another 6 months and do an update as necessary to ensure these benchmarks are being followed for B.J. If they are being followed at an acceptable level, the PGAL may withdraw from this case. If they are not being followed, then the PGAL or either party may file for modifications on the basis that the benchmarks under this paragraph were not followed or otherwise unacceptable.

15. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-302 summarized as follows:

Holiday	Holiday Time Period Utah Code 81-9-302	DAD	MOM
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 minor 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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Even years	Odd years

	(2) Holiday ends at 7 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 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	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mom every year	Mom every year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Dad every year	Dad every year
Juneteenth National Freedom Day	(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.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 at 7 p.m. on Labor Day.	Odd years	Even years

Columbus Day	(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	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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.	Even years	Odd years
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.	Odd years	Even years
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 at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; 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.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

16. Summer Parent Time: Extended parent time during the summer will be pursuant to Utah Code 81-9-302. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
- c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

17. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session. The “receiving parent” is the parent who is beginning parent time. All exchanges shall be curbside (when not done at school), and done as to not violate the protective order case.

18. Moves: If a party intends to relocate the children more than 50 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. See Utah Code 81-9-209.

19. Mutual Restraining Orders re Children:

- a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor children. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
- b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor children.

- c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the children.
- d. Not Use Children as Messengers: The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the children.
- e. Undue Influence: Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.
- f. Interrogation: Neither parent should question, interrogate or "pump," the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the children.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.
- j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

20. Child Support: The Mother is employed and earns approximately \$4,291 per month. The Father is not employed or agrees to be imputed income of approximately \$6,435 per month. Effective April 1, 2026, base child support is awarded to the Mother from the Father in the

amount of \$537 per month pursuant to the child support guidelines, and the split custody worksheet. Child support is due one-half by the 5th and one-half by the 20th of each month.

21. Arrearages/Waiver of Claims: For all time periods before April 1, 2026, neither party owes the other for any past child support, alimony, medical expenses, medical insurances premiums, childcare expenses, school expenses, extracurricular activities expenses, mortgage payments, or any home repairs or maintenance (or any other costs associated with the home). If there were any claims prior to the date of this agreement, both parties waive such claims.

22. Childcare: Utah Code 81-6-209 shall apply and order the equal division of work-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements with family members are preferred as are childcare arrangements with nominal or no charge. A party using family members to provide childcare will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs. The parties will share the contact information of all childcare providers with the other parent and share the contact information of both parents with the childcare provider.

23. First Right: Each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available. This provision is not intended to prevent the minor children from attending occasional overnight with a grandparent, camps, playdates, or other reasonable activities for the child when the parent exercising parent time is otherwise available.

24. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor children if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable

cost should do so. Currently, the Mother is providing medical insurance. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the children's portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father will be secondary.

25. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the children, including deductibles and copayments. A parent who incurs such medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

26. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

27. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. 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, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the children attend during his or her parent time.

28. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor children incurred during the time leading up to and including high school. 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 and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

29. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

30. Mutual Restraining Orders re Parties:

- a. Identity/Credit: Neither party is to use the other party's name, likeness, image, identification, or credit of the other party to obtain credit, open an account for service, or obtain any other service.
- b. Social Media: Neither party is to use the other party's name, likeness, image, identification, or photographs to post to websites such as Facebook or other web sites, without the other party's express permission. Any current use or posting of the other party will be removed, unless the other party expressly consents to it remaining posted.
- c. Contact Prohibited: Both parties are restrained from contacting the other party either directly or indirectly, except to coordinate parent-time for parent time purposes.
- d. Restraint on Place: Except for parent time exchanges as outlined herein, both parties are restrained from coming to the home or workplace without the other party's express written permission.

31. Taxes: The parties shall file separate tax returns for the 2025 tax year, and thereafter. The Mother is entitled to claim all 3 children on her taxes for the 2025 tax returns. Starting with for the 2026 tax year and thereafter, the Mother will claim LJ and H.J. on her tax returns each year, and the Father will claim B.J. his tax returns each year.

- a. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all children support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax

year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

32. Alimony: Neither party is awarded alimony, now and forever.

33. Real Property: The parties acquired a home and real property located at 155 S 600 E, Payson, UT 84651. This property is awarded solely to Misty, subject to the following provisions:

a. Refinance Opportunity: Misty will be granted an opportunity to remove the mortgage out of Andrew's name, by refinance or otherwise, if able to do so by March 31, 2027. Misty shall pay a total sum of \$30,000 to Andrew in the refinance or by March 31, 2027, for his portion of equity in the home. Misty will use her best efforts to pay Andrew \$3,000 of this \$30,000 by September 30, 2026, if Andrew is current in all his support-related obligations. If he is not current, Misty may deduct the amount his Andrew's arrearages from this \$3,000 due to Andrew.

b. Backup Plan: If Misty is unable to remove the mortgage out of Andrew's name, by refinance or otherwise, by March 31, 2027, and pay him the \$30,000 in total, then the property shall be immediately listed for sale by a realtor of Misty's choosing. Unless the parties agree otherwise, the property shall be sold "as is." Both parties are to keep each other informed of all offers on the property, and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

c. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off any and all mortgages on the property; and, (3) Andrew will receive \$30,000 less any payments made by Misty, or deductions for unpaid support by Andrew; and (4) the balance remaining thereafter to be awarded to Misty.

d. Pending Refinance/Sale: Pending the sale of the property, Misty shall have exclusive use and possession of the real property and will be responsible for the mortgages, utilities, and any and all other expenses related to this property and

shall be responsible for its maintenance and upkeep. Both parties will cooperate to change over to responsible party on the utilities and other services related to this property as soon as possible, if necessary.

34. Vehicles: Each party is awarded any vehicles, tent trailers, ATVs, motorcycles or similar items in his or her possession as of March 31, 2026, along with any associated debt, insurance, and expenses relating thereto. Misty will refinance the debt on the Dodge Journey out of Andrew's name within 120 days of the decree.

35. Personal Property: All other personal property not otherwise distributed herein shall be awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of March 31, 2026.

36. Bank Accounts: Each party is awarded any bank or credit union accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

37. Debts: Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

38. Retirement Accounts: Any and all retirement, 401k, IRA, or any other retirement-like plans, benefits, or accounts (if any) shall be awarded to the party in whose name the particular account or benefit is held, free and clear of any claim of the other.

39. Former Name: Misty shall be granted the right to name change in a final decree, if she so desires.

40. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

41. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

42. Miscellaneous Provisions: This Order is retroactively effective as of the date that the parties filed their signed stipulation.

43. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.
This Order is signed when dated and stamped at the top of page one of this document.

APPROVED AS TO FORM:

/s/ Jason Sant (signed w/ permission to and by RBP)

JASON SANT

Attorney for Respondent

**NOTICE OF INTENT TO SUBMIT FOR SIGNATURE
AND CERTIFICATE OF SERVICE**

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you are hereby notified that the foregoing Order will be sent to the Court for signing upon the expiration of seven (7) days from the date of this Notice, plus seven (7) for mailing if applicable, unless a written objection is filed with the court prior to that time. I hereby certify that on the 14th of April, 2026 I caused a true and correct copy of the foregoing ORDER to be served via email on the following:

Jason Sant

/s/Ryan B. Peterson

Ryan B. Peterson

Attorney for Petitioner