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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH – PROVO DEPARTMENT

In the matter of the marriage of:

ANASTASIA DICKINSON,

and

WESLEY DICKINSON.

DECREE OF DIVORCE

Civil No.: 224400831

Judge: Denise Porter

Commissioner: Marla Snow

BASED UPON the *Findings of Fact and Conclusions of Law* filed herewith, IT IS
HEREBY ORDERED, ADJUDGED, AND DECREED:

1. That the parties are hereby awarded a Decree of Divorce, said Decree is to become final upon its being signed by the Court and entered in the Office of the Fourth Judicial District Clerk.
2. Residency. Mother is a bona fide resident of Utah County, State of Utah and has been for three months immediately prior to the filing of this action.
3. Marriage Statistics. Mother and Wesley Dickinson (or “Father”) were married on April 27, 2022 in Las Vegas, Nevada and are presently married. The parties separated on or about October 28, 2024.

4. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship. These irreconcilable differences stem from domestic violence committed by Father.

5. Child. There has been one child born as issue of this marriage, namely: AWD (born March 2023).

6. URCP Rule 100. Pursuant to URCP Rule 100, Mother is unaware of any pending proceedings related to the child. The parties were previously involved in an adjudication in juvenile court and that case has been resolved.

Custody, Parent-time, and Parenting Plan

7. Custody. Mother was previously awarded sole legal custody by the juvenile court and shall continue to have sole legal custody. Mother was previously awarded sole physical custody of the minor child and shall continue to have sole physical custody subject to Father's reasonable rights to parent-time as stated herein. Mother's residence shall be designated as primary for school, medical, and any other purpose related to the minor child.

8. Parent-time. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, Father's parent-time shall be consistent with the orders previously entered by the juvenile court, with some adjustments as follows:

- a. Regular Parent Time. Father was previously awarded parent time by the juvenile court for 8 hours on Saturday. Going forward, Father shall exercise

parent-time on Saturdays for 8 hours from 9 am to 5 pm. Father shall be awarded the first, third, and fourth Saturdays of each month. The parties shall exchange the child at the Riverton Police Station, unless otherwise agreed upon by the parties.

b. Holiday Parent Time. The holidays shall be as the parties agree. If the parties cannot agree, the holidays shall be according to Utah Code §81-9-302 and the table below. Father shall be awarded holiday parent time from 9:00 am to 5:00 pm on each day he is awarded holiday parent time in the table below. The parties shall exchange the child at the Orem Police Station, unless otherwise agreed upon by the parties.

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday (1) Saturday before the holiday; (2) Sunday before the holiday; (3) Dr. Martin Luther King Jr. Day.
Father	Mother	President's Day (1) Saturday before the holiday; (2) Sunday before the holiday; (3) President's Day.
Mother	Father	Spring Break (1) Holiday starts the day after school dismisses for spring break. (2) Holiday ends the day before school resumes.
Father	Mother	Memorial Day (1) Holiday begins Friday before the holiday if school is not in session; (2) Saturday before the holiday; (3) Sunday before the holiday; (4) Memorial Day.
Mother	Father	July 4th (1) July 4 th ;

		(2) July 5 th .
Father	Mother	July 24th (1) July 24 th ; (2) July 25 th .
Mother	Father	Labor Day (1) Holiday begins Friday before the holiday if school is not in session; (2) Saturday before the holiday; (3) Sunday before the holiday; (4) Labor Day.
Father	Mother	Fall Break (1) Holiday starts the day after school dismisses for fall break. (2) Holiday ends the day before school resumes.
Mother	Father	Halloween (1) Holiday begins on October 31 st or the day that Halloween is traditionally celebrated in the community; (2) Holiday ends on the same day the holiday begins.
Mother	Father	Thanksgiving (1) Thanksgiving Day; (2) Friday after Thanksgiving; (3) Saturday after Thanksgiving; (4) Sunday after Thanksgiving.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day (1) Holiday begins the first full day after school dismisses for winter break; (2) Holiday ends on December 27 th .
Mother	Father	Second Half of Christmas Vacation (1) Holiday begins on December 28 th ; (2) Holiday ends on the day before school resumes.
Father	Father	Father's Day (1) Sunday
Mother	Mother	Mother's Day (1) Sunday

9. Legal Custody. Mother was previously awarded sole legal custody of the minor child and that shall continue.

- a. Access to Records. Both parties shall have access to medical records, school records, court records, and any other information or records concerning their child.
- b. Day-to-Day Decisions. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.
- c. Emergency Care. In the event of medical emergency, either parent may take the child to receive medical attention and must inform the other parent within three (3) hours.

10. Parenting Plan. The parties shall adopt the Advisory Guidelines pursuant to UTAH CODE ANN. § 30-3-33 as the binding Parenting Plan. In addition, Mother proposes a parenting plan as follows:

- a. Educational Plan. Mother shall be designated as the residential parent for determining the child's schools. The parties shall both have access to school records.
- b. Communication. The parties shall discuss all parenting concerns by text or e-mail and they shall not use their child to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange. The parties shall be civil with one another. All communication shall be limited to issues regarding the minor child or implementation of the Decree of Divorce.

Neither party shall engage in threats, accusations, name calling, swearing, or uncivil communication.

- i. The parties shall respond within twenty-four (24) hours for any communication related to visitation or the child's needs. If twenty-four (24) hours is not possible, the party shall make every effort to respond within forty-eight (48) hours.

c. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, 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.

- i. Parents shall make reasonable efforts to allow the child to answer all calls made by a parent within normal and reasonable hours. Parents shall not interfere or inhibit the child's conversations. Parents shall provide the child with privacy when the child is on the phone with the other parent and shall not monitor communication, when the child is old enough to handle the phone by themselves.

- ii. Neither parent shall text or call the child to excess during the other parent's parent-time. Communication shall be reasonable and not interfere with the other parent's time.

- d. Contact Information. If a parent changes their address, phone number, email, or other contact information, they shall inform the other parent within twenty-four (24) hours of the change, unless that information is protected.
- e. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.
- f. Mutual Restraining.
 - i. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to speaking derogatorily about the other parent in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the child.
 - ii. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.

- iii. Both parties shall be restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.
- iv. Both parties shall be 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.
- v. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties shall be mutually restrained from harassing, stalking or threatening the other party.
- vi. Both parties shall be restrained from using the likeness, image or credit of the other party for any purpose.
- vii. Both parties shall be restrained from placing negative posts about the other parent on social media. Both parties shall be 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.

viii. Both parties shall be restrained from putting the child in the middle of parenting issues and neither parent shall communicate through the child or ask the child to convey information between parents.

ix. Neither parent shall ask the child to keep secrets from the other parent.

x. Neither parent shall abuse alcohol, abuse prescribed medications, or use illegal drugs during their parent time, including while transporting the child. If a parent has a medical marijuana card, they may use marijuana during their parent time (as allowed by their card) so long as the child is not directly exposed to the usage; i.e. the parent needs to go outside while the child is inside. Neither parent shall expose the child to smoke inhalation, including inside a vehicle.

xi. Neither party shall leave the child in the care of an individual who has a criminal record.

11. Relocation. If either party moves more than 150 miles from the residence of the other parent, they shall be bound by the requirements of U.C.A. §81-9-209.

12. School Fees. Each party shall be 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 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.

13. Divorce Education and Orientation Class. The parties shall each attend and complete the Divorce Education and Orientation Class as required by the State of Utah within 45 days of receiving the Petition for Divorce. The parties shall provide one another with a copy of the certificate of completion of the class.

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

Finances and Asset Division

15. Child Support. Child support shall be paid pursuant to the Utah statutory guidelines on a sole physical custody worksheet and current incomes of the parties. Mother is employed and has a gross monthly income of \$3,520. Father is employed and has a gross monthly income of \$2,560. Based upon a sole custody child support worksheet, Father's child support obligation shall be \$316 per month. Child support shall continue until the child reaches the age of 18 or graduates from high school with the regular matriculating class, whichever occurs last. Father shall commence paying child support on April 1, 2026. In accordance with Utah Code Ann. 81-6-213, when a child

becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award shall be automatically reduced as set forth in Utah Code Ann. 81-6-213. The child support shall be payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

16. Childcare. In accordance with Utah Code §81-6-209, the child support order shall require that each parent share equally the reasonable work-related childcare expenses of the parents.

a.If an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b.In the absence of a court order, a parent who incurs a childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c.In the absence of a court order to the contrary, the 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.

d. In addition to any other sanctions provided by the court, a parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

17. Medical/Dental Expenses and Insurance. The parties shall provide health care coverage for the medical expenses of their dependent child, as defined by U.C.A. 81-6-208. If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their dependent child. The party who can maintain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with U.C.A. 81-6-208.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the minor child's portion of insurance. The minor child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the minor 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 minor children (one) in the instant case.

b. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the 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.

c. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent child, including but not limited to deductibles and copayments.

d. 1The 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 shall remit payment within 30 days of receipt of the verification.

e. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

f. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child. If a parent marries and his or her 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 health, hospital, or dental insurance plan of the step-parent shall 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 dependent child.

g. With the exception of state assistance, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

18. Alimony. Both parties are capable of supporting themselves, and neither party shall be awarded alimony now or in the future. Both parties shall waive all claims to alimony.

19. Real Property. During the marriage the parties did not acquire real property.

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

21. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. All items that are currently in the possession of each party shall be awarded to them as of the date of the Petition, including vehicles. Mother shall be awarded the 2015 Nissan Frontier. Each party shall assume any and all debt associated with the items awarded to them and hold the other party harmless therefrom. The parties shall exchange titles to vehicles and sign any documents necessary to remove the other from a title within 7 days of the entry of the Decree, and Father shall mail the signed car title for the 2015 Nissan Frontier to Mother's attorney's office.

22. Retirement Accounts. During the course of the marriage, the parties acquired retirement accounts. Each party shall be awarded any and all retirement and investment accounts in their own name, free and clear of any claim of the other party.

23. Checking and Saving Accounts. During the course of the marriage, the parties acquired financial accounts. The parties have previously divided their bank accounts and no joint accounts exist. Each party shall be awarded the bank accounts in their name free and clear of any claim by the other party. The parties shall sign any documents necessary to remove their name from accounts awarded to the other party within fourteen (14) days of the entry of the Decree, if applicable.

24. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
All debt in Father's individual name, not listed herein	Father
All debt in Mother's individual name, not listed herein	Mother

a. Accumulation of Debt. Neither party shall incur any additional liability on joint credit cards.

b. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. If other joint debts are later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it.

Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset shall be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

25. Dependency Exemption. Mother shall be awarded the right to claim the dependency exemption/tax credit for the minor child every year so long as she is receiving government subsidies for the minor child. If at any time Mother ceases to receive government subsidies the parties shall alternate the dependency exemption/tax credit for the minor child. Mother shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Father shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years. Father must be current on this child support obligation by December 31st to claim the child.

26. Name. Mother shall have the option to restore her former name of Anastasia Anne Pianezzola, if she so chooses.

27. Birth Certificate. The parties shall cooperate to correct Mother's name on the birth certificate. The Court shall enter orders that the Utah Office of Vital Records and Statistics within the Utah Department of Health and Human Services shall amend the child's birth certificate identifying mother as Anastasia Anne Pianezzola.

28. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

29. Jurisdiction. Mother acknowledges jurisdiction of this court and consents thereto and agrees, that the court may enter judgment.

Decree is signed when electronically stamped on the first page