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IN THE FOURTH DISTRICT COURT, PROVO DEPARTMENT IN AND FOR UTAH COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: JESSICA PETERSON and THOMAS JOSHUA PETERSON.	DECREE OF DIVORCE Civil No. 254400855 Judge Shawn R. Howell Commissioner Marian Ito

The above-entitled matter came before the court on Jessica Peterson’s Petition for Divorce, the parties’ Stipulation, and Jessica Peterson’s Declaration of Jurisdiction and Grounds. Jessica Peterson hereinafter will be referred to as “Jessica” and Thomas Joshua Peterson hereinafter will be referred to as “Joshua”. The Court, having entered the Findings of Fact and Conclusions of Law, now orders that the parties are awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved. The Court ORDERS, ADJUDGES, and DECREES:

Jurisdiction

1. Both parties are bona fide residents of Utah County, State of Utah, and have been for at least three months immediately prior to filing this action.

2. The parties were married on August 9, 2003, in San Diego, CA, and are presently married.

3. The parties live together, but should be considered separated at the time of filing for divorce which was March 28, 2025.

Grounds

4. The parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

Children

5. There have been children born as issue of this marriage: M.E.P. born April 2008, I.R.P. born April 2008, T.G.P. born April 2010, and J.J.P. born September 2015.

Custody

6. The parties are awarded joint physical and legal custody of the minor children pursuant to the Parenting Plan herein.

Child Support

7. Jessica's income is \$6,790 per month.

8. Joshua's income is 3,267.44 per month.

9. The parties have a dispute regarding income imputation. The parties agree that because of the 50/50 schedule, the cost-sharing of child related expenses, and the division of assets, that

for child support purposes only, Joshua shall be imputed the same income as Jessica. Due to in-kind contributions and the low child support figure, no child support shall be exchanged.

Health Care Coverage and Medical Costs

10. Pursuant to UTAH CODE ANN. §81-6-208, if health care coverage for the benefit of the minor children is available to either party at a reasonable cost, that party is required to maintain said health care coverage until the children are no longer eligible to be on said insurance, even into adulthood.

11. If health care coverage for the benefit of the minor children is available to both parties at a reasonable cost, the parties are free to choose either available plan on which to enroll the minor children.

12. If the parties cannot agree, the party who can obtain the best insurance at the most reasonable price is required to provide health care coverage for the children. If both parties provide health care coverage, Jessica's plan shall be identified as primary and each party shall be 100% responsible for the cost of the premium of their respective insurance during the time periods that the children are double covered. The parties shall make best efforts to give first priority to providers covered by insurance in choosing care and providers.

13. If only one parent provides health care coverage for the children, both parties shall equally share the out-of-pocket costs of the health care coverage premium actually paid by a parent for the children's portion of health care coverage. The children's portion of the health care coverage premium will be calculated by dividing the health care coverage amount by the number of persons covered under the policy and multiplying the result by the number of minor children

of the parties in this case. The parties agree that they shall pay their share of the health care premium on a monthly basis.

14. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical, mental health, and dental expenses, including deductibles and copayments, incurred for the minor children, and actually paid by the parties.

15. The parent ordered to maintain health care coverage shall provide verification of health care coverage to the other parent or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

16. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

17. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide notice within 30 days.

18. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

PARENTING PLAN

19. Joint Legal Custody/Decision Making Process: The parties shall exercise joint legal custody. The parent with whom the children are then located shall make day-to-day decisions involving the children. The parent who is with the children at that time shall make emergency decisions affecting the health or safety of the children. Significant decisions involving legal matters, health, education, and religious upbringing, shall be discussed in advance in attempt to reach an agreement. If the parties are unable to reach agreement, Jessica shall make the final decision.

20. Physical Custody and Parent Time: The parties shall exercise joint physical custody of the minor children. Jessica's home is designated as the primary residence of the children. Parent time is as agreed upon by the parties. The parties shall take into consideration the children's schedules and desires in determining a parent time schedule. If the parties do not agree, parent time will be according to Utah Code Ann 81-9- 305.

21. Holidays: The parties shall exercise holiday parent time as they agree. If they do not agree, holidays will be according to Utah Code Ann 81-9-303.

22. Extended Parent Time: Any extended parent-time shall be as the parties agree. If the parties do not agree, each party is awarded a two-week period of extended parent-time. For the extended time in odd-numbered years: Joshua shall provide written notice to the other parent by March 1 and the other parent shall provide written notice by March 15; and in even-numbered years Jessica shall provide written notice to the other parent by March 1 and then the other parent shall provide written notice by March 15. 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. 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.

23. Transportation: Exchanges shall occur as agreed upon by the parties, or at school drop off and pick up or by curbside when school is not in session. The party beginning his or her parent time shall pick up the children. The parties shall cooperate and be flexible in the pick-up and delivery and be mindful of the importance of promptness. Should either parent not be available to transport the children, either parent may designate an appropriate person to provide said transportation but shall provide the other parent with the name and contact information of the person.

24. Out-of-State Travel/Vacation: If either parent takes the minor children outside the State of Utah, they shall inform the other party 30 days in advance, if possible, and provide the other parent with the travel itinerary and make arrangements for maintaining reasonable contact with the other party during the trip. The parties shall cooperate in obtaining a passport and signing documentation for the minor children if it is required for travel.

25. Education Plan: Jessica's home is designated as the primary residence of the children for purposes of identifying the appropriate school. Both parents shall have access to the children during school and both parents have the authority to check a child out of school.

26. Education Expenses: Both parties are equally responsible for the children's necessary educational-related expenses. Said expenses include enrollment fees, agreed upon tutoring-related expenses, field trip expenses, and any other and agreed upon school expenses.

27. Car Insurance: When the children are able to legally drive, unless otherwise agreed upon, Jessica shall cover the children on her car insurance and Joshua shall pay her half of the premium associated with the parties' children on a monthly basis.

28. Cell Phones: Unless otherwise agreed upon, Jessica will include the children on her cell phone plan and Joshua will reimburse her for half of the costs of the children's portion of the phone plan on a monthly basis. Any device costs shall be agreed upon in advance. .

29. Communication/Exchange of Information: The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the children regarding special events, homework assignments, parent/teacher meetings, report cards, medical events, and prescriptions that the other parent may not have access to. Information relating to the children shall be provided to the other parent as soon as it is practical.

30. Extended Family Relationships: The parties shall encourage the children to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the children to attend special events for the other family and permitting the children to spend time with extended family for special events.

31. Maintaining Contact: Regardless which parent the children are with at any given time, each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children.

32. Relocation: If either party intends to relocate, the parties shall follow the notice process outlined in UTAH CODE ANN. §81-9-209 with the non-custodial parent's parent time and transportation costs shall be pursuant to UTAH CODE ANN. §81-9-209.

33. Extracurricular Activities and Sports: The parties shall encourage and support the child's participation in extracurricular activities and sports. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. The parties shall attempt to allow participation in activities in which the child expresses a desire to participate. The parties shall equally share the cost of any extracurricular costs that are agreed to in writing.

34. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the children from doing so as well.

35. Special Considerations:

a. Both parents shall have access directly to all school reports including school, child care and medical records, shall be listed as "emergency contacts" and shall be notified immediately by the other parent in the event of a medical emergency.

b. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

c. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the children, in order to keep one another apprised of what is happening in the children's life.

d. The parties shall notify one another of any illness that the children have while in their home for parent time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental, or mental health professionals.

e. Both parties shall refrain from involving the children in “divorce issues.” Such issues include, but are not limited to, parent time disagreements; discussions about children support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another’s homes (other than general conversation); and involving the children as “messengers” between the parties.

f. Both parties shall immediately provide the full name and birthdate of any adult or minor child living in their residence.

36. Resolving Disputes: When disputes occur, the parties shall attempt to resolve those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary.

37. Violation of Parenting Plan: If either parent fails to comply with a provision of this Parenting Plan, the other parent’s obligations under the Parenting Plan final Decree of Divorce shall not be affected.

END OF PARENTING PLAN

Debts and Obligations

38. Both parties shall assume and pay and hold the other harmless from liability on all debts and obligations incurred by the parties after their date of separation, March 28, 2025, unless otherwise allocated herein.

39. Both parties shall assume and pay and hold harmless from liability all debts and obligations in the party's individual name. Joshua shall remove Jessica as an authorized user from the Costco Citi Credit Card within 30 days of the day of entry of the Decree. Jessica will reimburse Joshua for any outstanding charges that are attributed to her card within 90 days of the date of the entry of the Decree of Divorce, unless otherwise agreed upon.

40. The parties shall equally share any medical or dental balances due to the children's providers at the time of this Stipulation. The parties will each pay half of the bill and will ask the providers to bill each party their portion separately.

41. Pursuant to UTAH CODE ANN. §81-4-406, the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days.

Provisions Relating to Financial Assets

42. During the course of the marriage, the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts. The parties are awarded all financial accounts in their individual names and herein acknowledge that any joint accounts have previously been divided. Joshua shall remove Jessica from the Wells Fargo account within 30 days of the entry of the Decree of Divorce. Personal Property

43. During the course of the marriage, the parties acquired certain items of personal property.

44. The personal property shall be divided as the parties agree or divided equally using a mediation process if they do not agree.

45. Unless otherwise agreed, Jessica is awarded the 2008 Mercedes-Benz, Honda Pilot, and Cadillac Escalade automobiles, and the Honda Shadow motorcycle subject to any and all financial obligations associated therewith, and free from any claim of interest by Joshua. The Honda Pilot will be used by the children. The Honda Shadow will be used by Thomas.

46. Unless otherwise agreed, Joshua is awarded the 2006 Honda Odyssey automobile, and the BMW motorcycle subject to any and all financial obligations associated therewith, and free from any claim of interest by Jessica.

47. The parties shall assume any debts and obligations related to any property he or she is awarded and shall indemnify and hold the other harmless from the same.

48. Jessica is awarded the family cat, Tina.

49. All separate property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources are awarded to the party from whose family it came.

Real Property

50. During the course of the marriage, the parties acquired certain real property located at 7759 Grant Street, Eagle Mountain, Utah.

51. Jessica is awarded the home and real property as Jessica's sole and exclusive property.

52. Joshua is entitled to half of the equity of the home, which shall be defined as the current appraised value of the home minus the debt owed on the home on the date of the appraisal.

53. The parties agree to obtain a new appraisal before June 1, 2026, with either Jerry Weber or Joe Gordan, splitting the cost equally.

54. Jessica will pay Joshua his share of the equity before June 1, 2031, with installment payments as the parties agree. Once the equity payout is complete or on June 1, 2031, whichever is earlier, Joshua shall have 90 days to provide and file a Quit Claim Deed on the property and Jessica shall have ninety days to assume the mortgage.

55. Both parties shall execute any necessary documents needed to effectuate the real property orders. In the event that either party fails to execute said documents, the other party may submit an ex-parte motion, pursuant to Rule 70 of the UTAH RULES OF CIVIL PROCEDURE, and the Court may direct the Clerk of the Court to execute said necessary documents.

Business Interests and Related Assets

56. The parties have acquired no known interest in any business during the course of the marriage.

Alimony

57. Each party is fully capable of supporting himself and herself and therefore, neither party is awarded alimony at any time, and shall forever waive any such claim. Retirement

58. Both parties have accrued benefits in retirement accounts, pensions, stock options, or other related assets. Each party is awarded all retirement assets in their name free and clear of any claim by the other party.

Personal Conduct

59. Both parties are permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

60. The parties shall equally share claiming the children on taxes, with each parent claiming an equal number of children each year. In any years there are an unequal number of children, the parties will alternate the odd-numbered child. The parties shall each execute any necessary tax forms to enable the other to claim said child tax credits. The parties must be current on all child support payments by December 31st of each year in order to be able to claim the minor children on their tax return.

61. In the event that the parties file a joint income tax return for the year 2025 any income tax refund received for said year will be divided equally between the parties and any obligation owed will be split equally between the parties.

62. Joshua will provide Jessica with \$6,000 within 7 days of the entry of the Decree of Divorce for her share of the 2024 tax refund.

Attorney Fees

63. Each party shall assume their own costs and attorney's fees incurred in prosecuting this action.

64. If either party violates any terms of the Decree, once approved by the Court, and should court action become necessary, the other party shall pay any attorney's fees necessary to enforce the Decree.

Other

65. Jessica is, at her option, restored to the use of her former name, "Jessica Rose Schooley" if and when she so desires.

66. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

67. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

68. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

****SIGNATURE OF COURT AT TOP****

NOTICE PLEASE TAKE NOTICE that above and foregoing DECREE will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7, plus (7) days for mailing, if applicable.

APPROVED AS TO FORM:

/s/Susan Morandy
Susan Morandy

Signed electronically by Ashley Jackson with permission from Susan Morandy

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email, a true and correct copy of the foregoing *Decree of Divorce* on this 12th day of May 2026, to the following:

Sarah Potter

Susan Morandy

sarah@hawkesquam.com

susan@hawkesquam.com

Attorney and Licensed Paralegal Practitioner for Thomas Joshua Peterson

/s/ Ashley Jackson