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IN THE FOURTH DISTRICT COURT OF UTAH COUNTY STATE OF UTAH	
In the Matter of the Marriage of MEGAN RAE JONES, Petitioner, And SEAN DEAN JONES, Respondent.	DECREE OF DIVORCE Case No: 254403315 Judge: Tony F. Graf, Jr. Commissioner: Marla Snow

BASED UPON the Findings of Fact and Conclusions of Law filed herewith, **IT IS**

HEREBY ORDERED, ADJUDGED AND DECREED:

1. Dissolution of Marriage. The parties are hereby awarded a Decree of Divorce, based on the grounds of fault by Father, and their marriage is hereby dissolved. Said Decree is to become final upon its being signed by the Court and entered in the Office of the Fourth Judicial District Court Clerk.
2. Children. The parties are the parents of two (2) minor child(ren): S.J. (a daughter born December of 2009) and A.J. (a daughter born April of 2014).
3. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13 *et seq.* (1953 as amended), in that Utah is the home

state of the minor children at the time of commencement of this proceeding. The parties acknowledge jurisdiction of this court and consent thereto and agree that the court may enter judgment in accordance with the terms of this Stipulation.

4. Child Custody. Mother is awarded sole legal and sole physical custody of the minor children.
5. Parent Time. Father's parent time and contact with the will be suspended until each of the following conditions are satisfied:
 - a. Father is no longer incarcerated;
 - b. Father is no longer on parole or probation, or at least that no conditions of probation or parole place restrictions on contact Father may have with children or places children frequent;
 - c. The child(ren)'s therapist certifies that resuming contact with Father would likely be more helpful than harmful to the child's mental state, emotional well-being, and development.
 - d. If/when the foregoing requirements have been satisfied and parent time resumes, pursuant to UCA § 81-9-207, Father's Parent time will be supervised by a professional supervising agency (e.g., ACAFS) near where Mother resides, at Father's expense, for a period of a single 3-hour visit per month. Once Father has complied with the parental fitness evaluation (and treatment recommendations thereof) referenced below, Father may petition the Court to modify the supervision arrangements.

6. Parenting Plan.

- a. First Right of Refusal. The “Right of First Refusal” will not be exercised.
- b. Communication. The parties may only communicate via text message or email (in emergencies or time sensitive situations only), a mutually agreed upon 3rd party, the parent time supervisor, or mail for the limited purpose of arranging parent time and addressing child related issues and the logistics of implementation court orders. All communication will be civil. The children will not be used as messengers between the parties. Other than as indicated herein, the parties will have no direct or indirect contact with one another.
- c. Exchanges/Transportation. If/when supervision is lifted, this paragraph will apply:

The receiving parent will provide the transportation. The fifteen minute rule will apply (meaning that the late parent will need to travel to the other parent to perform the exchange). Exchanges will be curbside (i.e., the exchangers are able to touch their respective vehicles or home doors at all times). Other than polite greetings, there will be no communications at exchanges except as otherwise set forth herein.
- d. Virtual Communication. Father will have no virtual communication with the children absent Mother’s consent.
- e. Extracurricular Activities. The parties will share 50% of at least one extracurricular activity per child at any given time, at Mother’s election. The reimbursing party will pay their portion of the same within 30 days of request and documentation being provided.

7. Services.

- a. Therapy. The children will receive/remain in individual therapy until (a) released by the therapist; and (b) again until released by the therapist once Father has begun the parental fitness evaluation referenced below, so that the therapist can assess the likely impact of contact with Father will have with the children. The parties will follow the treatment recommendations of the therapist.
- b. Evaluations. Before Father attempts to have contact with the children, he is ordered to complete a parental fitness evaluation and to comply with the treatment recommendations of the evaluator. The evaluator will be a licensed psychologist who is trained in the administration and interpretation of objective psychological testing, and experienced in conducting the type of evaluation indicated. A copy of the evaluation report will be provided to the court and opposing counsel. The assessment will take place with Dr. Marina Money, Dr. Jay Jensen, Dr. Landon Poppleton, or another evaluator pre-approved by Mother. Father will sign any releases of information requested by the evaluator so that the evaluator can receive any records whatsoever regarding Father (e.g., and without limitation, criminal records, military records, AP&P or BOPP records or the like, mental health records, evaluation or treatment records) and Father will actively assist the evaluator in obtaining said records, making his best efforts to do so.
- c. Initiation Deadlines. Any services ordered herein will be initiated (including, without limitation, payment of all fees necessary to begin, scheduling of initial appointments,

completion and delivery of all necessary paperwork and releases, etc.) within 30 days of the occurrence of the triggering event referenced above.

- d. Proof of Compliance. The parties will provide documentation of initiation to the Court and opposing party, within the period the foregoing is to be initiated. The parties will also provide proof of initiation and completion of any treatment recommendations within 30 days of initiation or completion of said recommendations, to opposing counsel. Failure to provide proof within the required timeline as set forth above will constitute evidence of failure to comply within the ordered timeline.
 - e. Collateral Data. Each party will be afforded an opportunity to communicate with any assessor or evaluator and provide the assessor with any information they think relevant before the assessment is deemed complete. To that end, the person receiving the assessment will provide the other party with the name and contact information of any assessor/evaluator used pursuant to these orders and with the date and time of the assessment within 24 hours of making the appointment with the assessor. The party receiving the assessment or evaluation will also provide a copy of this order to the assessor, and sign any releases of information requested by the assessor.
8. Mutual Restraining Orders.
- a. Disparaging. Both parties are restrained from saying or doing anything that would tend to diminish the child(ren)'s love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the child(ren)

or speaking to the child(ren) about the issues in this case, or from attempting to influence the child(ren)'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(ren). Both parties are restrained from discussing divorce issues in front of the child(ren) or allowing a third party to do so. The parties are also restrained from discussing the child(ren)'s relationship with the other parent in front of or with the child(ren), or from questioning, interrogating, or otherwise "pumping" the child(ren) for information regarding what occurs when the child(ren) are/is with the other parent and from allowing any other person to do so.

- b. Harassment. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.
- c. Physical Discipline. The parties will not use or threaten to use corporal punishment or physical discipline on the minor child(ren).
- d. Belittling. The parties shall not disparage, belittle or demean the minor child(ren). Healthy correction and appropriate discipline will not be considered demeaning or disparaging to the child(ren).
- e. Relationships of Other Party. The parties shall not discuss with the parties' minor child(ren) the relationships of the other parent, whether amorous, familial or otherwise social, in a negative manner.

- f. Arguing/Domestic Violence. The parties shall not argue with each other or their romantic partners within the hearing or conscious presence of the parties' minor child(ren). The parties will not physically struggle with each other or any other person or commit any acts of domestic violence while in the sight or hearing of the child(ren).
- g. Third Party Violations. Both parties are mutually restrained from allowing third parties to do in front of the child(ren) what they themselves are prohibited from doing under this section, and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations, removing the child(ren) from the presence of third party violators, if necessary.
9. Child Support. Mother's income is \$2,400.00 per month. Father is deemed voluntarily underemployed because his voluntary actions lead to his incarceration. His income is imputed to be at his previous income of \$6,600.00 per month. Father shall pay child support to Mother in the amount of \$1,127.00 per month, beginning November 1, 2025. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit.
10. Medical Expenses Pursuant to UCA § 78B-12-212, at least one parent shall provide health care coverage for the medical expenses of their dependent child, as defined by U.C.A. 78B-12-102:

- a. 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.
- b. There will be no double coverage unless agreed to by the parties in writing.
- c. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, Mother shall decide which plan is primary and which plan is secondary. If a parent remarries 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.
- d. Both parents shall provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent child, including deductibles and copayments.
- e. Both parents shall share equally the out-of-pocket costs of the child's portion of the premium actually paid by the parent who maintains the insurance.
- f. A parent who incurs s 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 day. 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.

- g. Division of Accounts. According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school expenses to be created in separate accounts for each parent so that the parents are not jointly obligated. Currently, the parties will each get separate accounts for [the child's braces and therapy appointments]

11. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related child care expenses for the minor child(ren) in accordance with U.C.A. §78B-12-214.

- a. If an actual expense for child care is incurred, the non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense paid less any amounts previously paid.
- b. The parent who incurs child care expenses should provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent should notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care 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 these provisions.

12. Alimony. Father shall pay Mother alimony in the amount of \$900 per month for the full length of the marriage, beginning November 1, 2025. Alimony shall automatically terminate

if Mother cohabits or remarries or if either party dies, or upon retirement of the party paying alimony.

13. Real Property. The parties do not have any real property during the course of the marriage.

14. Financial Accounts.

Item:	Approx. Value and Comments	Awarded To:
UCCU Accounts in Father's name, or those funds that were lately in said account(s) or proceeds therefrom.	\$20,000.00	Mother. However, these funds will be deemed an offset against any child support or alimony arrearages Father accrues as a result of his incarceration, up to the amount Mother receives from this account.
Goldenwest CD, checking/savings account, money market account	\$15,000.00	Mother
USAA Checking	\$11,000	Mother
Thrift Savings Account in Father's name, or those funds that were lately in said account(s) or proceeds therefrom.	Unknown	Mother. However, these funds will be deemed an offset against any child support or alimony arrearages Father accrues as a result of his incarceration, up to ½ of the amount Mother receives from this account.
Stash Investment (stock/money market type investment)	\$73,000.00	Mother

15. Personal Property. Each party is awarded all personal property in his or her possession except as otherwise provided by the following:

Item:	Awarded To:
2013 Ford Escape and any proceeds accruing therefrom: \$7,300 paid out	Mother

Circa 2006 Sandpiper Sport Toyhauler Travel Trailer	Mother
2008 Victory Vegas Low	Mother

16. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

Debt:	Approximate Balance:	Responsibility of:
Student loans Father	\$6,700	Each party will pay their own student loans
2023 Ford Escape	\$10,000	Mother

- a. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
 - b. Each party shall be responsible for his or her own debts acquired since the date of separation.
 - c. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
17. Retirement. Each party is entitled to half of the retirement and pension accounts accrued during the course of the marriage. Any necessary Qualified Domestic Relations Orders will be prepared by John Larson or Rori Hedricks, or another attorney selected by Mother.

18. Tax Credit. Mother will claim the children for tax purposes each year.
19. Maiden Name. Mother may resume using her maiden name of Newton if she so desires.
20. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.
21. Violations of Court Orders. If one party is found to have violated the provisions herein or any of the Court's orders, the party found to be in violation will bear the reasonable attorney fees and costs of the non-violating party.
22. Attorney's Fees and Costs. Respondent will pay Petitioner's attorney fees and costs.
23. Execution of Documents. Each party will execute and deliver to the other such documents as are necessary to implement the provisions of this agreement and the orders of the Court.

EFFECTIVE DATE: This Order becomes effective on the date when electronically signed by the Court on the first page.

**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 three (3) for mailing if applicable, unless a written objection is filed with the court prior to that time. I hereby certify that on the 12th day of June, 2026, I caused a true and correct copy of the foregoing ORDER to be served via email on the following:

Theron Morrison
theron@morlg.com

/s/Kelly Peterson
Kelly Peterson
Attorney for Mother