

The Order of the Court is stated below:

Dated: July 21, 2026
04:18:31 PM

/s/ CHRISTINE JOHNSON
District Court Judge



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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

In the Matter of the Marriage of:

RACHEL MARIE MATTESON,
Petitioner,

and

CHRISTOPHER WILLIAM MATTESON,
Respondent.

DECREE OF DIVORCE

Civil No. 264400507

Judge Johnson

Commissioner Snow

THE ABOVE-ENTITLED having come before the Court, on a written stipulation of the parties, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein

under advisement, and being fully advised in the premises, having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **DIVORCE**: The parties are hereby granted a Decree of Divorce dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.

JURISDICTION, VENUE AND GROUNDS

2. **Jurisdiction.** Petitioner and Respondent (“the parties”) are bona fide and actual residents of Utah County, State of Utah, and have been for more than three months prior to the commencement of this action.

3. **Venue.** Venue is proper in the Fourth Judicial District Court for Utah County.

4. **Marriage Statistics.** The parties were married on August 19, 2000, in Bloomfield Hills, Michigan and are now and have been since that time, husband and wife.

5. The parties separated on or about February 2026.

6. A Petition for Divorce was filed on February 17, 2026.

7. **Grounds.** Disagreements have ensued between the parties concerning their marriage and their future together; meaningful communication between the parties has ceased; notwithstanding attempts by the parties to reconcile and resolve their differences, the same have been to no avail and have become irreconcilable making continuation of the marriage under the circumstances impossible. Accordingly, the parties shall be granted a divorce based on irreconcilable

differences, pursuant to Utah Code §81-4-405(1)(h).

CHILDREN

8. Minor Children. There is currently one minor child, B.A.M., born in November 2010.

9. Jurisdiction. Utah has jurisdiction over the custody and parent-time issues in this case.

The parties' minor child has resided in Utah County, State of Utah, for the past six (6) months, and Utah is the home state of the minor child.

CHILD CUSTODY AND PARENT TIME

10. Custody. It is in the best interest of the minor child that the parties be awarded joint legal custody of the minor child. The Respondent shall be awarded primary physical custody.

11. Parent-Time. Respondent shall be awarded primary custody of the minor child. Pursuant to Utah Code Ann. § 81-9-209 *et seq.* with the following changes, and her plans to relocate to Missouri, the Petitioner is awarded parent-time according to the following schedule:

Unless otherwise ordered by the court, and upon the relocation of one of the parties, the following schedule is the minimum parent-time that the noncustodial parent is entitled to a minor child who is five to 18 years old:

(a) in years ending in an odd number, the minor child shall spend the following holidays with the noncustodial parent:

(i) (A) fall break if the minor child's school dismisses for a fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or

(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

(ii) the first half of winter break period, beginning on the day that school dismisses for the winter break and ending on December 27th;

(b) in years ending in an even number, the minor child shall spend the following holidays with the noncustodial parent:

(i) (A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or

(B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

(ii) Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes;

(iii) the second half of winter break period, beginning December 27th and ending on the day before school resumes;

(c) For 2026 Summer break Petitioner shall be awarded 2 weeks (tentatively July 15-July 29). For 2027 and 2028 Petitioner shall have extended parent-time equal to 1/2 of the summer break plus 2 additional weeks with Petitioner having first option to choose the weeks in odd number years and Respondent having the option in even number years.

(d) one weekend per month, at the option and expense of the noncustodial parent which may include the holiday weekend for January, February and September.

12. The parties shall look to Utah Code Ann. §81-9-209(17) to determine the costs of transportation of the minor child to and from visitations with the non-custodial parent.

(17) (a) Unless otherwise ordered by the court the relocating party shall be responsible for all the minor child's travel expenses relating to holiday and optional monthly weekend parent time and 1/2 of the minor child's travel expenses relating to summer parent time, provided the noncustodial parent is current on all support obligations.

(b) If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent is responsible for all of the minor child's travel expenses under Subsection (9), unless the court rules otherwise.

(c) A responsible party shall make a reimbursement to the other for the minor child's travel expenses within 30 days of receipt of documents detailing those expenses.

13. **Holiday parent-time.** Holiday parent-time will be consistent with the above-cited

relocation statute. (See ¶ 12.)

14. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. If after engaging in a meaningful discussion with each other about a major decision the parties do not mutually agree, the parties will seek the advice of an expert in the field (e.g., Doctor for medical decision). If they cannot come to an agreement after obtaining input from an expert relevant for that particular decision, the parties will participate in mediation with a mutually agreed upon mediator with the parties equally dividing the cost of mediation. In the event the parties are still unable to agree regarding the children after following the dispute resolution process herein, the parties shall have the option to file a motion with the Court to have the issue addressed accordingly. Neither party shall have final say. 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. Each party shall have the right to treat the child for emergency medical needs, and will provide the other party notice of the emergency as soon as reasonably possible.

15. Each party shall have absolute and complete access to all educational and medical records of the child. Each party shall be listed as a parent for the purposes of school/daycare contact or medical care provider contact. Each party shall reasonably provide the other with contact information regarding schools or other educational programs, teachers, leaders of religious training, coaches or leaders of extra-curricular activities and other contact information that allows the other parent to participate in the child's life. Both parents agree to provide notice

to the other parent of issues relating to any illness or accident or other circumstance that affects the child's health and welfare, as soon as reasonably possible. Both parties shall have open access to contact the necessary persons or entities so that the party will be notified of significant activities of the child, whether related to education, sports, arts, extra-curricular activities, church or other activities and events in which the child participates so that both parents may attend or participate.

16. Pursuant to Utah Code Annotated §81-9-203, *et. seq.*, the parties agree that the following provisions are in the best interest of the parties' minor child, and the parents shall follow them as part of the Parenting Plan as follows:

- a.** The visitation and parent-time schedules as set forth herein shall be adhered to in order to maximize the continuity and stability of the life of the parties' minor child.
- b.** Special consideration shall be given by each parent to make the parties' minor child available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the parties' minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- c.** The child's clothing and items they bring with them for parent time shall be returned with them at the conclusion of each parent-time visit.
- d.** The delivering parent shall have the minor child ready at the time they are to be picked up.

e. If due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the child, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.

f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-order.

g. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents shall be entitled to attend and participate fully. These events shall also be added to the parties' shared calendar.

h. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.

i. Each parent shall be awarded liberal unmonitored telephone and virtual parent-time, with the minor child during reasonable hours and for a reasonable duration taking into account the minor child's respective schedules. The child will be allowed to call either parent at any time. Neither parent shall ask the minor child to contact the other parent to make a request, ask permission for an upcoming event, extend parent time, or seek information. Neither parent will have the minor child relay messages to the other parent on their behalf. The child can call the other parent at any time and the parents can limit the minor child's cell phone use with friends, as a form of punishment; however, neither parent can limit the minor child's cell phone use with the other parent (e.g. the parents can

remove apps or prohibit the minor children from texting/phoning friends, but they cannot prohibit them from contacting the other parent or the duration of the calls (however, each parent may enforce reasonable telephone rules in their households, e.g. no phones during meals)).

j. Each parent shall support the other parent in their respective parenting role.

k. The parties shall trade favors and considerations involving the child, as needed and within reason. This will encourage cooperation and flexibility in the parties' parenting relationship.

l. The parties shall recognize it is important for the child's emotional well-being that they hold the other in high esteem as a parent in their conversations with the child.

m. The parties shall leave the past in the past to the fullest extent possible. The parties shall continue working together and utilize the other as a resource for the successful rearing of the child.

n. Travel with the Minor Child. Pursuant to Utah Code Ann § 81-9-202(19), for emergency purposes, whenever the minor child travels out-of-state with either party, all of the following shall be provided to the other parent: (i) an itinerary of travel dates; (ii) destinations; (iii) places where the child or traveling parent can be reached; and (iv) the name and telephone number of an available third person who would be knowledgeable of the child's location. Each party will notify the other party in advance of all upcoming out-of-state planned travel.

o. Relocation. If either party moves more than 150 miles away from their Pleasant Grove, Utah, or Branson, Missouri, residence, the parties shall comply with the provisions of Utah Code Ann. § 81-9-209, as it pertains to providing 60 days' advance written notice of the intended relocation to the other parent. The written notice shall contain statements affirming that (i) the parties' parent time schedule as set forth herein will be followed, and (ii) neither parent will interfere with the other's parental rights as set forth herein. Prior to instituting court action regarding the relocation, the parties shall comply with the dispute resolution provisions provided herein.

p. Education. The child will continue to attend the current schools where she is enrolled and the feeder schools within her current school boundaries.

q. Mutual Restraining Orders. The parties shall comply with the following mutual restraining orders:

i. A restraining order shall be entered enjoining each party from making disparaging comments about the other party, or permitting a third party from making disparaging comments about the other party, in the presence of the minor child.

ii. A restraining order shall be entered enjoining each party from discussing the issues of this divorce action or the terms of the parties' signed Stipulation with the minor child.

- iii. In the event the parties have to communicate about the child, the parties shall at all times and in all communications remain civil with each other and not harass, threaten, demean or belittle each other. The parties shall refrain from making derogatory or disparaging comments about or to the other parent at all times, and especially when within the hearing of the child.
- iv. The parties shall ensure the child is insulated from adult-related matters and adult-related decisions and will not include the child in the decision-making process.
- v. The parties shall never act or speak in a way that might diminish the love and affection of the child toward the other parent, regardless of the truthfulness of the allegation. The parties shall not allow third parties to do that which they themselves are prohibited from doing.

CHILD SUPPORT

- 17. For purposes of calculating child support, Petitioner's gross monthly income shall be set at \$3,777.
- 18. For purposes of calculating child support, Respondent's gross monthly income shall be set at \$6,635.00.
- 19. Commencing June 1, 2026, and based on a Sole Physical Custody Worksheet, calculating the amount using one (1) minor child. Therefore, Respondent shall be awarded child support from the Petitioner in the amount of \$384.00 per month and continuing each month thereafter

until the minor child attains the age of eighteen (18) years and graduates from high school with his/her regular class, if later, or otherwise the children become emancipated, at which time child support shall cease.

INSURANCE, MEDICAL EXPENSES AND CHILD CARE

20. Whichever party acquires a health insurance policy that is more cost-effective for the parties, then that party shall be responsible for maintaining the health insurance coverage on behalf of the minor child, so long as it is available to them at reasonable cost. Both parties shall share equally the out-of-pocket cost of the premium actually paid for the child's portion of insurance, which portion of child premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount by the number of people covered under the policy.

21. All medical, health, orthodontic, dental, and optical expenses not covered by insurance and incurred for the parties' minor child shall be equally divided between the parties.

22. On a regular basis, but in no event less than every thirty (30) days, the parties shall provide the other with verification in the form of canceled checks, statements, receipts, or invoices for all unreimbursed medical care expenses. Upon receipt of said verification, each party shall reimburse the other within thirty (30) days for all properly documented unreimbursed medical care expenses.

23. The parties shall be responsible for their work-related childcare costs for the parties' minor child.

SCHOOLING AND EXTRACURRICULAR ACTIVITIES

24. The Respondent, as the party with sole physical custody of the minor child and the party

receiving child support, shall pay any out-of-pocket educational expenses for the parties' minor child (i.e. registration, books, required supplies, lunch fees, etc.).

25. The Respondent shall assume of any out-of-pocket expense for the minor child's extracurricular activities.

ALIMONY

26. So long as there is a child support award Respondent shall pay Petitioner the equal amount of alimony (meaning child support is \$384.00 currently so Respondent shall pay Petitioner \$384.00 in alimony). Alimony shall terminate upon child support terminating and both parties forever waives any claim to future alimony.

27. Given the property settlement herein, the parties waive any past claims against the other for past due support, or contribution for out-of-pocket medical expenses, or health insurance premiums.

PROPERTY AND DEBT DISTRIBUTION

28. During their marriage, the parties acquired certain real and personal property and incurred certain debts and obligations which shall be divided and allocated between the parties as described below.

REAL PROPERTY

29. During the parties' marriage, the parties acquired real property located at 587 South 400 East, Pleasant Grove, Utah 84062 (the "marital home").

30. The current fair market value of the marital home is \$465,000.00 pursuant to a May 22, 2026 appraisal conducted by Jerry R. Webber.

31. The Respondent shall be awarded the real property free and clear from any claim by Petitioner. Commencing June 1, 2026, Respondent shall be solely responsible for all costs associated with the marital home, including but not limited to the mortgage, insurance, maintenance, HELOC, and property taxes. Neither party shall draw any additional funds on the HELOC.

32. The Respondent will have until December 2, 2027, to refinance the mortgage and HELOC on the real property to remove the name of the Petitioner from the mortgage and HELOC and to pay Petitioner her equity portion. Respondent shall pay Petitioner \$80,000.00 as her portion of the marital equity upon completion of a refinance or sale of the home.

33. Upon receipt of the property settlement payment, Petitioner will execute a Quit Claim Deed transferring her ownership interest in the marital home to Respondent.

34. In the event the property settlement payment is not paid to Petitioner within eighteen (18) months of entry of the Decree of Divorce, and Respondent has not removed Petitioner from the mortgage obligation, the parties shall immediately list the marital home for sale with a mutually agreed upon realtor. Upon the sale of the marital home, the parties will divide the proceeds as follows:

- a. First, the first and second mortgages (HELOC) shall be extinguished;
- b. Second, the parties shall pay the cost of sale;
- c. Third, Petitioner shall be awarded \$80,000 as her portion of the equity in the home. Respondent shall be awarded all remaining equity in the home.

35. Both parties shall sign whatever documents are necessary to transfer title of any of the property awarded to the parties herein which are necessary to implement the Decree of Divorce.

PERSONAL PROPERTY

36. Each party shall be awarded his or her own separate personal property, including all personal property brought into the marriage or received during the marriage by gift, inheritance, or devise. Each party shall be awarded their own personal items and effects.

37. The Respondent shall be awarded his record collection free and clear from any claim by Petitioner.

38. All separate property shall remain the separate property of that party.

VEHICLES

39. Petitioner shall be awarded the 2015 Honda Pilot, along with any related debt or obligation, free and clear from any claim by Respondent, and he shall hold Respondent harmless therefrom:

40. Respondent shall be awarded the 2016 Toyota Camry, along with any related debt or obligation, free and clear from any claim by Petitioner, and she shall hold Petitioner harmless therefrom.

FINANCIAL ASSETS

41. Petitioner shall be awarded her premarital, gifted or inherited financial accounts, and the following marital financial accounts free and clear of any claim from Respondent:

- a. America First Credit Union Checking and Savings (x6356);
- b. Simmons Bank Checking (x7199);
- c. Zions Bank Savings (x6429);
- d. Zions Bank Checking (x0169); and

e. JOINT ACCOUNTS: The parties' joint account are listed below. The parties shall equally divide the amounts of each account and then immediately close the accounts. Specifically, with the Zions Bank account ending in 5292, which is associated the Zions Banks Flex Line Loan ending in 8311, there currently exists a balance of \$4,830.60, which Petitioner shall be responsible to pay off before the Zions Bank account can be closed.

Joint Bank accounts
Zions Bank – x5292
Zions Bank – x3241
Zions Bank – x7492
Capital One – ****1832 (savings)

42. Respondent shall be awarded his premarital, gifted or inherited financial accounts, and the following marital financial accounts free and clear of any claim from Petitioner:

- a. Zions Bank Checking (x9689);
- b. America First Credit Union Checking and Savings (x1376);
- c. Wells Fargo Checking (x9952);
- d. Wells Fargo Savings (x5548)
- e. Wells Fargo Business Checking (x5020);
- f. Wells Fargo Business Savings (x6944);
- g. Mountain America Credit Union Savings (x2689).

43. The parties have filed their 2025 income tax returns and previously divided the refund received between the parties. The parties shall file their income tax returns for 2026 and thereafter, separately. The parties shall equally share the minor child for child tax credit purposes with each party claiming the child in a manner that equally distributes the benefits from doing so, or as set forth below:

- a. Respondent shall claim the child in even-numbered tax years; and
- b. Petitioner shall claim the child in odd-numbered tax years.

44. The parties various tax-deferred and retirement assets shall be divided as follows:

- a. Petitioner is awarded her Utah Retirement Systems Defined Benefit account as her sole and separate property with no claim by the Respondent;
- b. Respondent is awarded his Empower – SELA Health 401(k) as his sole and separate property with no claim by the Petitioner.

BUSINESS INTEREST

45. Respondent shall be awarded the business Revolutions Therapy, PLLC free and clear of any claim from Petitioner.

DEBTS AND OBLIGATIONS

46. Petitioner shall be solely responsible for the following debts, holding Respondent harmless therefrom:

- a. American Express Credit Card (x1007);
- b. Zions Bank Flex Line Loan (x8311), Petitioner shall bring the balance current before the account can be closed;

c. Any medical debt in Petitioner's name.

47. Respondent shall be solely responsible for the following debts, holding Petitioner harmless therefrom:

- a. Nelnet federal student loan (x6846);
- b. American Express Delta SkyMiles Platinum (x93007);
- c. Citi Costco Anywhere Visa (x1150);
- d. Citi Diamond Preferred Card (x5626); and
- e. Any medical debt in Respondent's name.

48. If applicable, the parties shall cooperate to remove the other as an authorized user from any credit cards either party is awarded/responsible for herein.

49. Each party shall be solely responsible for any debt incurred in his or her name since the parties' separation and shall hold the other party harmless therefrom.

50. The parties are currently sharing a cell phone plan. However, Petitioner agrees to remove herself from the plan within fourteen (14) days of the parties' signed Stipulation and assume the current debt associated with her cell phone in the approximate amount of \$583.20.

ATTORNEY FEES

51. The parties shall pay their own attorney fees associated with the divorce action.

MISCELLANEOUS

52. Neither party shall use the other party's likeness, picture, name, identification, or credit to obtain credit, open an account for any service, or obtain any other service, or for any other purpose.

53. The parties shall be restrained from posting about the other party or the divorce

proceedings on any form of social media or otherwise engaging in similar conversations on any social media platform and shall not permit third persons to do what they are prohibited from doing.

54. Each party shall be restrained from harassing, annoying, or otherwise bothering the other party.

55. The parties shall be restrained from contacting the other party in excess; communication shall be only via text message or email, except in case of emergencies, and shall be cordial.

56. Petitioner shall be restored to the use of her maiden name, Rachel Marie Albert, if she so desires.

57. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree entered in this case by the Court.

58. Each party shall be ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to Utah Code Ann. § 81-4-501(4) and Utah Code Ann. § 15-4.6.5 and to effectuate compliance with these statutes.

THIS IS THE SIGNED ORDER OF THE COURT WHEN SIGNED ELECTRONICALLY BY THE COURT ON THE FIRST PAGE OF THIS DOCUMENT

Approval as to form:

/s/ Laura D. Johnson*

Laura D. Johnson

June 22, 2026*

Date

Counsel for Respondent

**electronic signature based on email approval of final document*