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Attorney for Petitioner Emily Von Axelson

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

In the matter of the marriage of:

EMILY BEATE VON AXELSON
Petitioner

and

HUNTER BRYAN VON AXELSON
Respondent

DECREE OF DIVORCE

Civil No: 264400615

Judge: THOMAS LOW

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

VENUE

1. Petitioner is a bona fide and actual resident of Utah County, State of Utah, and has been so for more than three months prior to the filing of this Petition.
2. The parties are currently husband and wife, having been married on or about 8/13/2016.
3. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.
4. The parties are hereby granted a decree of divorce on the grounds of irreconcilable differences.

CHILDREN AND PARENTS

5. The following children have been born of this marriage, A.B.V.A, 10/10/2017; A.M.V.A., 12/4/2018; E.B.V.A, 5/19/2022 (collectively referred to as the “**children**” and individually as the “**child**”).

6. The parties are the legal mother and legal father of the children under Utah’s Uniform Parentage Act, Utah Code 78B-15-101 et seq. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married.

JURISDICTION

7. Pursuant to UCA Sections 78A-5-102, 78B-15-104 and 78B-13-201, district court has proper jurisdiction over the subject matter of this action.

8. Pursuant to UCA Section 78B-15-605, this court is the proper venue for this action.

9. The children reside in Utah and have done so for more than six (6) months prior to the filing of this Petition.

10. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah’s Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the children under Utah Code 78B-13-102(7) and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

11. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code 78B-13-101 et Seq. and The Uniform Interstate Family Support Act, Utah Code 78B-14-101 et Seq., Petitioner states upon information and belief, that:

- i. Petitioner is not aware of any other proceeding in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.
- ii. There are currently no juvenile court proceedings against or involving the children.
- iii. There is not any person who is not a party to these proceedings who has physical custody of the children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.

LEGAL CUSTODY

- 12. Petitioner is awarded sole legal custody of the children.
- 13. Respondent has been charged with felonies relating to sexual abuse of one or more of the parties' children.
- 14. Due to the nature of these charges and the fact that the victims therein are the children of the parties in this case, Respondent will not be awarded any form of legal custody until further order of the court.

PHYSICAL CUSTODY

- 15. Due to the nature of the above charges, Respondent will not receive parent time or visitation until further order of the court.

INCOMES AND CHILD SUPPORT

- 16. Petitioner works at HCA Healthcare and earns a gross monthly income of approximately \$5,600.00.
- 17. Upon information and belief, Respondent has historically earned a gross

monthly income of approximately \$3,500.00.

18. A child support order is hereby entered, and Respondent is ordered to pay Petitioner monthly child support of \$676 per month. This amount is consistent with the Utah Child Support Guidelines.

19. Child support for a child shall continue until the child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Title 78A, Chapter 6, Part 8, Emancipation (as amended).

20. The monthly child support shall be paid one half on or before the 5th day of each month, and the other half on or before the 20th day of each month. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st of the month.

21. Under Utah Code 78B-12-210(8), the parties have a right to adjust the child support order by motion after three years from the date of its entry if: (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the child receives TANF funds at the time an adjustment is sought, ORS shall review the order, and if appropriate, move the court to adjust the amount.

22. Under Utah Code 78B-12-210(7) and (9), the parties have a right to modify the child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a Party; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of the child; or (6) material changes in the legal responsibilities of either Party for the support of others. The change in (1) through (6) must result in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both Parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

23. The obligee shall be entitled to mandatory income withholding relief pursuant to Utah Code 62A-11 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as obligor no longer owes child support to obligee. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

24. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any change in monthly income.

CHILD CARE

25. Pursuant to Utah Code Ann. § 78B-12-214, both parties shall equally share the reasonable work-related childcare expenses.

26. Both parties shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

27. The parent who incurs childcare expenses 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. 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.

28. 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 these provisions.

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

30. The party utilizing regular childcare shall provide the name, location and contact information of the childcare provider to the other party.

CHILD HEALTH CARE

31. Pursuant to Utah Code Annotated 78B-12-212, whichever parent can obtain

medical, hospital, vision and dental care insurance (“**Insurance**”) for the children at the most reasonable cost with the best coverage shall obtain and maintain said Insurance for the children.

32. If the children are covered by Insurance plans of both parents, Petitioner’s Insurance shall be primary coverage for the child and Respondent’s Insurance shall be secondary.

33. Notwithstanding anything to the contrary contained herein, the parties shall not be obligated to double insure the children.

34. If a parent marries and the children are not covered by that parent’s Insurance but is covered by a step-parent’s plan, the Insurance of the step-parent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the children.

35. The parties shall divide equally the children’s portion of the monthly Insurance premium actually paid by a party for the children’s portion of the Insurance on a per capita basis.

36. The parties Shall divide equally all reasonable and necessary out-of-pocket medical, dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the children’s benefit and actually paid by a party.

37. Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance and copayments, incurred for the children and actually paid by a party.

38. The party who incurs a health care expense shall provide written verification of the cost and payment of those health care expenses to the other party within thirty (30) days of payment.

39. The reimbursing party shall have thirty (30) days from receipt of verification of

health care expenses and proof of payment to reimburse the other party his or her half of the health care expenses.

40. A party incurring a health care expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

41. The party ordered to maintain the coverage shall provide verification of coverage to the other party on or before January 2 of each year or within thirty (30) days of any changes of coverage.

TAX DEDUCTION

42. Petitioner is permitted to claim all the children dependents on her taxes for every year.

RELOCATION

43. If either party moves more than 150 miles from the other party, the moving party shall provide the notice requirements to the other party as set forth in Utah Code Ann. Section 30-3-37.

EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

44. Each party shall be responsible for one-half of the expenses related to a child's extracurricular activities, including but not limited to sports and summer camps, so long as the parties agree in advance that a child can participate in such extracurricular activity.

45. A party who incurs an extracurricular activity expense on behalf of the children for which he or she is entitled to reimbursement shall provide written verification of the expense and/or payment of the expense to the non-incurring party within thirty (30) days of incurring the

expense or making a payment towards the expense. The non-incurring party who receives such written verification shall remit his or her one-half share of the expense to the other party who incurred the expense within thirty (30) days of receiving written verification of the cost and/or payment.

46. Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration fees, books, required supplies, lab fees, school lunch, school uniforms, etc.) incurred on behalf of the children 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.

PERSONAL PROPERTY

47. All 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.

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

49. Petitioner is awarded, subject to any lien thereon, the following personal property: 2019 Nisan Pathfinder, and a 2005 Subaru Outback. Petitioner is awarded all gaming equipment, consoles and computers, and all disc golf equipment.

50. Respondent is be awarded the following personal property: 2015 Honda Grom motorcycle and his personal clothing and personal effects.

51. All other personal property will be divided as the parties can agree. In the event the parties cannot agree, the remaining personal property shall be fairly and equitably divided.

DEBTS AND OBLIGATIONS

52. Each party is be responsible for any debt he or she incurred prior to the marriage and after the parties' separation.

53. The parties have the following debts:

- i. Student loan, UCCU car loan for 2019 Nissan Pathfinder.

54. Petitioner is responsible for the following debts and pursuant to U.C.A. § 30-3-5(c)(ii), shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses:

- i. Student loans, UCCU car loan for 2019 Nissan Pathfinder.

55. Respondent is responsible for the following debts and pursuant to U.C.A. § 30-3-5(c)(ii), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses:

- i. None.

56. Any other marital debt shall be equitably divided between the parties.

57. Each party shall indemnify and hold the other party harmless from any and all debts he or she is responsible to pay.

58. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

REAL PROPERTY

59. The parties do not own any real property.

ALIMONY

60. Each party is capable of providing for his or her own needs and no alimony is awarded to either party.

RETIREMENT AND FINANCIAL ACCOUNTS

61. During the marriage the parties have acquired certain retirement accounts.

62. Each party is awarded their own retirement, life insurance, and related investments accounts, to the extent any exist, free and clear from any claim by the other party.

MUTUAL RESTRAINING ORDERS

63. Neither party shall make any denigrating nor derogatory remarks about the other party or the other party's parenting style directly to the other party, or directly to or in the presence of the children, on social media or to third parties. Each party is obligated to remove the children from any environment where third persons may be engaging in similar conduct.

64. Neither party shall be allowed to commit, try to commit or threaten to commit any form of violence or abuse to the other party, the children or the other party's family members or relatives. This includes, but is not limited to, stalking, harassing, threatening, physically hurting, intimidation, emotional and verbal or causing any other form of abuse.

65. Neither party shall discuss this action with the children.

66. Neither party shall allow the minor children to have any contact with Respondent's brother Trystan Von Axelson.

MISCELLANEOUS

67. Both parties are ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their parentage decree. Should a party fail

to execute a document within sixty (60) days of the entry of their parentage decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

68. Each party is ordered to pay their own attorney's fees.

69. Petitioner shall be restored to her maiden name, if she so desires.

**--END OF ORDER---
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