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

<i>In the matter of the marriage of:</i> SHARELLE H. PETERSON and JUSTIN NEAL PETERSON	DECREE OF DIVORCE Case No. 264401783 Judge Denise M. Porter Commissioner Dustin Hardy
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The above-entitled matter has been presented to the Court. Sharelle H. Peterson (“Sharelle”) is represented by Theodore G. Davis of the law firm of Davis Law Office. Justin Neal Peterson (“Justin”) is pro se. Based upon the Petition, Default, and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Sharelle and Justin are actual bona fide residents of Utah County, State of Utah, and have been for three months immediately prior to the filing of this action.
2. The parties are husband and wife having been married on April 4, 2011, in Mapleton, Utah County, State of Utah.
3. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible for the marital relationship to continue.

CUSTODY AND VISITATION

4. There has been one (1) minor child born as issue of this marriage to wit:

Initials of Child	Year of Birth
T.J.P.	September 2014

5. The parties' minor child has resided in Utah County for at least six (6) months prior to filing this action and, pursuant to U.C.A. §78B-13-102(7), Utah is the home state of the child and/or Utah has jurisdiction over the custody and parent-time issues in this matter pursuant to U.C.A. §78B-13-201(1), 207 and 208.

6. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, U.C.A. § 78B-13-101 et Seq. and the Uniform Interstate Family Support Act, U.C.A. §78B-14-101 et Seq., the parties state upon information and belief, that:

a. Neither party has been a party or witness to, or participated in any other litigation concerning the custody, child support or parent-time of the parties' minor child nor does either party have information about any custody, child support or parent-time proceeding concerning the minor child in this State or any other state or country.

b. There are no criminal or delinquency cases in any court in this State or any other state or country in which a party or a party's child is a defendant or respondent.

c. There are no protective order cases in any court in this State or any other state or country involving the parties' child.

d. There are no cases involving the parties' child filed or pending in any Juvenile Court in this State or any other state or country.

e. Neither party knows of any other person, not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, or parent-time or visitation rights with respect to the child.

7. It is in the best interests of the parties' minor child that Sharelle be awarded sole legal and physical custody.

8. The parties shall have visitation as they can agree. In the event that the parties cannot agree, Justin's parent time shall be pursuant to §81-9-302. Justin's parent time shall be supervised with no overnights until he has undergone a substance and alcohol abuse evaluation and followed recommended treatment. Also, that it would remain supervised with no overnights following the recommendations of the child's current therapist.

9. For purposes of holiday parent time the parties shall follow Utah Code §81-9-302 as outlined below.

Utah Code §81-9-302 Holidays

ODD Years	EVEN Years	Holiday and Time
Father	Mother	Martin Luther King Jr. Holiday Friday at 9 a.m. if school is not in session and the parent can be with the child or after school on the Friday before holiday to 7:00 p.m. on the day before school resumes.
Mother	Father	President's Day Friday at 9 a.m. if school is not in session and the parent can be with the child or after school on the day school lets out to 7:00 p.m. on the day before school resumes.
Father	Mother	Spring Break after school at 6 p.m. on the day school lets out to 7:00 p.m. on the day before school resumes (includes all Snow Days and Teacher Development Days in the Holiday).

Mother	Father	Memorial Day Friday at 9 a.m. if school is not in session and the parent can be with the child or after school on the Friday before holiday to 7:00 p.m. on the day before school resumes.
Father	Mother	July 4th 6 p.m. the day before holiday to the day after at 6 p.m.
Mother	Father	July 24th 6 p.m. the day before holiday to the day after at 6 p.m.
Father	Mother	Labor Day 9 a.m. if school is not in session and the parent can be with the child or after school on the Friday before holiday to 7:00 p.m. on the day before school resumes.
Mother	Father	Columbus Day 6 p.m. the day before holiday to 7 p.m. on Columbus Day
Father	Mother	Fall Break 6 p.m. on the day school lets out to 7:00 p.m. on the day before school resumes (includes all Snow Days and Teacher Development Days in the Holiday).
Mother	Father	Halloween after school on October 31 or the day that it is traditionally celebrated or 4 p.m. if school is not in session to 9 p.m.
Father	Mother	Veteran's Day begins at 6 p.m. the day before holiday to 7 p.m. on Veteran's Day
Mother	Father	Thanksgiving 6 p.m. if school is not in session or after school on the day school lets out to 7:00 p.m. on the day before school resumes.
Father	Mother	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning at 6:00 p.m. or when school is regularly dismissed on the day the day school lets out until December 27 th at 7 p.m.
Mother	Father	Second Half of Christmas Vacation beginning December 27 th at 7 p.m. and ending at 7:00 p.m. on the day before school resumes.
Father	Mother	Child's actual birthday beginning after school at 3:00 p.m. or 8 a.m. if school is not in session to 9 p.m. on Child's actual birthday
Mother	Father	The day before or after child's birthday begins after

		school at 3:00 p.m. or 8 a.m. if school is not in session until 9 p.m.
Father	Father	Father's Day begins at 9 a.m. to 7 p.m. on Father's Day
Mother	Mother	Mother's Day begins at 9 a.m. to 7 p.m. on Mother's Day

10. Sharelle shall be considered the custodial parent for purposes of the holiday visitation schedule.

11. The parties shall abide by the following parenting plan which is being proposed in good faith by Sharelle, who believes it reflects the best interests of the child.

a. Day-to-day decisions regarding the care, control and discipline of the parties' child will be made by the parent with whom the child are residing at the time.

b. Should the parties have a dispute regarding parenting of the child they shall participate in mediation before seeking court action.

c. The parties shall notify each other about any special events involving the child, such as school activities, sporting events, graduations, etc., so that each party shall have the option of attending the special event if possible. However, this provision does not alleviate the other parent from affirmatively seeking this information on their own.

d. The parties shall notify the other parent of major injury or major illness involving the child as soon as reasonably possible.

e. The parties shall immediately notify the other parent of any change of address or change of telephone number.

f. When both parties live in the same state they shall share equally the transportation responsibilities and costs for parenting time and the parent receiving the minor child shall be responsible for picking up the minor child from the other parent's home, or if it is more

convenient and feasible, the parties may agree to meet each other at an agreed upon halfway point for parent-time exchanges. Both parties shall ensure that the minor child attend school on time and whenever possible exchanges for parent time shall occur by having the parties drop off and pick up the child from school for their respective parent time.

g. The parties will communicate effectively if they are going to be late for parenting time exchanges. If no communication takes place, the parties will adhere to a fifteen-minute rule. During exchange, in the event that the receiving party is late, the other party does not need to wait more than 15 minutes. The receiving party will need to make alternate arrangements for pickup.

h. Neither party shall use alcohol or illegal or unprescribed drugs during their parent time or 24 hours prior to their parent time starting. If a parent is under the influence of drugs or alcohol, their parent time is forfeited.

CHILD SUPPORT AND INSURANCE

12. Pursuant to U.C.A. §81-6-203, Sharelle is currently employed and her total countable gross monthly income for child support purposes is approximately \$2,000.

13. Pursuant to U.C.A. § 81-6-203, Justin is currently employed and his total countable gross monthly income for child support purposes is approximately \$7,000.

14. Pursuant to U.C.A. § 81-6-202 et seq. and the Uniform Child Support Guidelines, Justin's child support obligation to Sharelle is \$755 per month. Justin's child support obligation shall begin May 1, 2026.

15. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal

and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable by the end of the month in which it is due.

16. In accordance with Utah Code §81-6-208, insurance for the medical, hospital and dental expenses of the minor child shall be provided by the party who can obtain the best coverage at the most reasonable cost.

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 child 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. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date the parent first knew or should have known of the change.

e. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. Reimbursement shall occur within thirty (30) days of said notice.

f. In addition to any other sanctions provided by the court, 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 comply with Subsections (d) and (e) of this paragraph.

g. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, Sharelle's health, hospital, or dental insurance plan shall be primary coverage for the dependent child and Justin's health, hospital, or dental insurance plan shall be secondary coverage for the dependent child. 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 stepparent's plan, the health, hospital, or dental insurance plan of the stepparent 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.

17. The parties will equally divide all reasonable and necessary school registration

and school fees for the minor child. Proof of payment shall be provided by the party incurring the cost to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days.

18. The parties will equally divide the cost of extracurricular activities for the minor child so long as the parties have mutually agreed to the activity in writing prior to the child being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the child in extracurricular activities will not interfere with the other party's parent-time.

CHILD CARE EXPENSES

19. The parties shall share equally the cost of all reasonable work-related child-care expenses for the minor child in accordance with U.C.A. §81-6-209.

a. 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 less any amounts previously paid.

b. The parent who incurs child-care expenses shall 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 shall 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.

c. Both parties shall approve all child-care providers. Care provided by family members shall be assumed to be at no cost. There shall be no reimbursement between the parties for care provided by family members.

d. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

ALIMONY

20. Sharelle shall be awarded a reasonable sum per month as alimony from Justin, but no less than \$2,000 per month, continuing for a period equal to the length of the marriage, or until the death of either party, Sharelle's remarriage or cohabitation with another person, whichever occurs first. Said support is payable one-half on the 5th and one-half on the 20th day of each month.

LIFE INSURANCE

21. Justin shall be required to maintain a life insurance policy of at least \$1,000,000 with the minor child as the beneficiary and Sharelle as the trustee.

DEBTS

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

Debt:	Approximate Balance:	Responsibility of:
IRS Debt	Unknown	Justin
Unpaid rent	\$14,000	Justin
Undisclosed debts in Justin's name	Unknown	Justin

- a. Neither party shall incur any additional debt on the marital credit cards or other accounts.
- b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- c. Each party shall be responsible for his or her own debts acquired since the date of the signing of the stipulation.
- d. 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.

PERSONAL PROPERTY/FINANCIAL ACCOUNTS

23. During the course of the marriage the parties acquired certain personal property.

24. The following personal property items are awarded as indicated herein:

Item	Awarded to
Chevy Avalanche	Justin
Chevy Equinox	Sharelle
Boat	Sharelle

25. Sharelle shall be awarded her separate personal property subject to any indebtedness thereon except as provided herein. Justin shall be awarded his separate personal property subject to any indebtedness thereon except as provided herein.

26. All financial accounts shall be equitably divided.

REAL PROPERTY

27. During the course of the marriage the parties did not acquire any real property.

RETIREMENT

28. During the course of the marriage, Justin acquired retirement benefits. Any and all accounts shall be equitably divided with each party receiving one-half or fifty percent of the account value consistent with the Woodward Formula. The cost for preparing the QDRO's to transfer or divide interests shall be equally divided between the parties.

INCOME TAXES

29. Commencing with the 2026 tax year, the parties shall file separately and alternate claiming the minor child as benefits for tax purposes. The parties shall divide the eligible benefits as equally as possible each year. If there are an odd number of child available to claim, Sharelle shall claim the additional benefit for even numbered years and Justin shall claim the additional benefit for odd numbered years. Justin shall not be entitled to claim any benefit in any year unless he is current on all child support, or any other financial obligation outlined in the

divorce decree. The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child(ren) when he or she is entitled to the benefit.

MISCELLANEOUS PROVISIONS

30. Neither party shall use the other party's likeness, image, credit, social security number, or any other identifying information of the other party for any purpose. In the event that a party uses the foregoing of the other party the violating party shall be subject to a judgment for attorney's fees, costs, actual damages, and punitive damages.

31. Both parties shall be restrained from making 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 are mutually restrained from harassing or threatening the other party. The parties shall not enter the residence of the other party without permission from that party. Each party is restrained from posting any stories, pictures, or statements about the other party on any social media sites. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this paragraph 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. As used in this paragraph, disparage and derogatory mean to say anything ill of the other whether they believe it to be true or not.

32. That each party shall be ordered to execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce when entered by the Court. Should a party fail to execute a document within Sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Enforce at the expense of the disobedient party and seek 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.

33. If and when Sharelle elects to do so, she shall be restored to her maiden name, Olsen.

34. Prior to any Petition being filed to change any provision of the final Decree of Divorce, the parties must attempt to resolve the issue through mediation.

35. Each party shall be responsible for his or her own attorney's fees and costs. In the event either party should breach the Decree of Divorce following its entry, the breaching party shall pay the non-breaching party's attorney's fees and costs incurred to compel compliance herewith, whether or not the court is involved.

**[THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND
DATED ABOVE ON TOP OF PAGE ONE]**