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Attorney for Petitioner

**IN THE SECOND DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH
800 WEST STATE ST, FARMINGTON UT 84025**

In the Matter of the Marriage of
Madison Kay Thompson,
Petitioner,

and

Jared Jason Thompson,
Respondent.

DECREE OF DIVORCE

Civil No.: 254701352

Tier 4

Honorable: David J Williams

Commissioner: Julie Winkler

THE ABOVE ENTITLED MATTER, having come duly before the Court; the Court having reviewed the papers filed herein; and having heretofore made and entered its Findings of Fact and Conclusions of Law, now makes and enters the following Decree of Divorce;

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this divorce action pursuant to Utah Code § 81-4-203. Venue is proper in Davis County, Utah. The Court has personal jurisdiction over both parties.

GROUND

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Petitioner

2. The Court orders the dissolution of the marriage by decree on the grounds of irreconcilable difference, to be final upon entry.

CHILDREN

3. The parties have two minor children born as issue of this marriage, namely, N.L.E., born May 9, 2019; and J.B.T., born January 23, 2022.

DEFAULT

4. Respondent was properly served with the Petition for Divorce, failed to file an Answer within the time required by law, and default has entered. The Court may therefore enter judgment on the pleadings and evidence presented.

CUSTODY AND PARENT-TIME

5. The Court finds both parties to be fit and proper parents. Joint legal custody is in the best interests of the minor children. A 60/40 parent-time schedule with Petitioner as the primary physical custodian is reasonable and appropriate given the parties' circumstances and the children's best interests.

6. Respondent is awarded parent time as the parties can agree, but not less than pursuant to UTAH CODE ANN. §81-9-303. Holiday and Summer parent time shall be pursuant to UTAH CODE ANN. §81-9-303, pursuant to the following chart and with Petitioner being the custodial parent:

Petitioner's Odd/Respondent's Even Years	Respondent's Odd/Petitioner's Even Years
Child's Birthday: The day before <i>or</i> after from 3:00 p.m. until 9:00 p.m.	Child's Birthday: from 3:00 p.m. to 9:00 p.m. on the day of the birthday.
Martin Luther King Jr.: <ul style="list-style-type: none">• Beginning on Friday at 6:00 p.m.• Ending on Monday at 7:00 p.m.	President's Day: <ul style="list-style-type: none">• Beginning on Friday at 6:00 p.m.• Ending on Monday at 7:00 p.m.

<p><i>If break from school extends for a longer time, then the party above gets the entire time.</i></p>	<p><i>If break from school extends for a longer time, then the party above gets the entire time.</i></p>
<p>Spring Break:</p> <ul style="list-style-type: none"> Beginning on the day school lets out for the holiday at 6:00 p.m. <p><i>Ending on the Sunday before school starts again at 7:00 p.m.</i></p>	<p>Memorial Day:</p> <ul style="list-style-type: none"> Beginning at 6:00 p.m. on the day before (July 23). Ending at 11:00 p.m. on holiday (July 24th) or 6:00 p.m. the day after the holiday (July 25th). <p><i>The party above gets to pick which ending time/date.</i></p>
<p>4th of July</p> <ul style="list-style-type: none"> Beginning at 6:00 p.m. on the day before (July 3rd) and ending at 11:00 p.m. on the Holiday or no later than 6:00 p.m. on the day following the Holiday. <p><i>The party above gets to pick which ending time/date.</i></p>	<p>24th of July</p> <ul style="list-style-type: none"> Beginning at 6:00 p.m. on the day before (July 23rd). Ending at 11:00 p.m. on Holiday (July 24th) or 6:00 p.m. the day after the Holiday (July 25th) <p><i>The party above gets to pick which ending time/date.</i></p>
<p>Labor Day:</p> <ul style="list-style-type: none"> Beginning on Friday at 6:00 p.m. Ending on Monday at 7:00 p.m. <p><i>If the break from school extends for a longer time, then the party above gets the entire time.</i></p>	<p>Columbus Day:</p> <ul style="list-style-type: none"> Beginning on the day before the holiday from 6:00 p.m. Ending on the day of the holiday at 7:00 p.m. <p><i>If the break from school extends for a longer time, then the party above gets the entire time.</i></p>
<p>Fall Break/ U. E. A.:</p> <ul style="list-style-type: none"> Beginning on Wednesday at 6:00 p.m. Ending on Sunday at 7:00 p.m. <p><i>If the break from school extends for a longer time, then you get the entire time</i></p>	<p>Halloween: On Oct. 31 or the day it is celebrated (you may pick)</p> <ul style="list-style-type: none"> Beginning after school if on a school day, or at 4:00 p.m. if not a school day. Ending at 9:00 p.m.
<p>Veteran's Day:</p> <ul style="list-style-type: none"> Beginning on the day before the holiday at 6:00 p.m. 	<p>Thanksgiving:</p> <ul style="list-style-type: none"> Beginning on Wednesday at 7:00 p.m.

<ul style="list-style-type: none"> Ending on the holiday at 7:00 p.m. 	<ul style="list-style-type: none"> Ending on Sunday at 7:00 p.m.
<p>*Christmas: the first portion of the Christmas school vacation including Christmas Eve and Christmas Day (split the break evenly).</p> <ul style="list-style-type: none"> Beginning on the first day of the break. Ending on the day halfway through the holiday period <i>At 1:00 p.m. if there are an odd number of days in the break.</i> <i>At 7:00 p.m. if there are an even number of days in the break.</i> 	<p>*Christmas: the second portion of the Christmas school vacation <i>not</i> including Christmas/X-mas Eve (split the break evenly).</p> <ul style="list-style-type: none"> Beginning on the day halfway through the holiday period <i>At 1:00 p.m. if there are an odd number of days in the break.</i> <i>At 7:00 p.m. if there are an even number of days in the break.</i> Ending on the last day of the break.
<p>Mother's Day/Father's Day:</p> <ul style="list-style-type: none"> Mother always gets Mother's Day Father always gets Father's Day Beginning on the day at 9:00 a.m. Ending on the day at 7:00 p.m. 	<p>Mother's Day/Father's Day:</p> <ul style="list-style-type: none"> Mother always gets Mother's Day Father always gets Father's Day Beginning on the day at 9:00 a.m. Ending on the day at 7:00 p.m.

7. Parent time conflict resolution: When there is a conflict, the parties shall

use the following list as a rule-of-thumb for priority:

- a. Uninterrupted, extended parent time if traveling;
- b. Birthdays;
- c. Mother's and Father's Day;
- d. Holidays;
- e. Extended parent time if staying near each other; and
- f. Regular parent time.

8. The parties are not entitled to make up parent time should either of their regular time with the children be interrupted by any of the above, unless the parties

agree otherwise, the regular rotation shall continue, meaning there may be times where two to three weeks go by where one party does not get a weekend with the children due to a conflict occurring over their standard weekend parent time.

9. The parties shall notify each other of any special events involving their children, such as school activities, sports events, graduations, social events, etc., so that the other party shall have the option of attending that special occasion if possible.

10. Advisory Guidelines: The parties shall incorporate and adopt the advisory guidelines found in UTAH CODE ANN. § 81-9-202 as part of this Agreement.

11. Decision making: The parties share joint legal custody of their children; therefore, the parties shall share decision making as follows;

a. Day to Day Decisions: The parent in charge during a time shared block may make minor day-to-day decisions regarding their children's care. This is interpreted to mean that the parent who has physical custody of their children during the time shared block may make those decisions without having to consult with the other parent;

b. Major Decisions: The parties shall consult with one another and reach agreements on major issues concerning the medical, dental, psychological treatment, and education of their children; and

c. Emergency Treatment: The parent who has custody of the children during the time sharing block may initiate emergency medical, dental, or psychological treatment, and shall notify and involve the other parent as soon as possible.

TRAVEL

1. Pursuant to UTAH CODE ANN. § 30-3-36, for emergency purposes or whenever the child travels with either party to any place out of the State of Utah, the party shall give notice of the following:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling party can be reached; and
- d. The name and telephone number of a third party who has contact information to get in touch with the parties' minor child.

12. Both parties shall be permanently restrained from removing the parties' minor child from their state of residence without the written consent of the other party for anything other than a temporary vacation. If either parent does remove the child from the State on a permanent basis without court approval an immediate pick-up order shall be issued.

13. Relocation: Both parents are to be governed by UTAH CODE ANN. § 81-9-209, applies whenever either parent decides to move from the State of Utah or 150 miles more from the residence specified in the Court's Decree, that parent shall provide reasonable advance written notice of the intended relocation to the other parent. The Court may, upon motion of any moving party or upon the Court's own motion, schedule a hearing with notice to review the parent time schedule as provided in section 81-9-209 and make appropriate orders regarding the parent time and cost of parent time transportation.

RELOCATION

14. Since both parties do not live more than 150 miles away from the other, it is important to plan ahead and set forth the following relocation guidelines if the parties move more than 150 miles apart in the future:

- a. That both parents are to be governed by UTAH CODE ANN. § 81-9-209, applies and that parent has provided reasonable advance written notice at least 60 days prior to the intended relocation to the other parent.
- b. The written notice must affirm:
 - i. that the existing parent-time provisions or a mutually approved schedule will be followed; and
 - ii. that the relocating parent won't interfere with the other's parental rights.
- c. Objection may be filed if the non-moving party believes it is not in the child's best interests or it affects their parenting rights adversely.

15. The Court may, upon motion of any party or upon the Court's own motion, schedule a hearing with notice to review the visitation schedule as agreed to above and will take into account the considerations of UTAH CODE ANN. § 81-9-209, in making its decision regarding the proposed re-location and make appropriate orders regarding the visitation and cost of visitation transportation

PARENTING PLAN

16. The parties are governed by the Parenting Plan included in the Findings of

Fact and Conclusions of Law.

CHILD SUPPORT

17. Neither party has received public assistance for the parties' minor children from the State of Utah.

18. Petitioner earns approximately \$1,200.00 gross per month. Respondent earns approximately \$5,373.00 gross per month. Based upon the Child Support Worksheet for Joint Physical Custody, with 219 overnights to Petitioner and 146 overnights to Respondent, application of the Utah Child Support Guidelines results in a child support obligation of \$854.00 per month, payable by Respondent to Petitioner all 12 months of the year. Respondent's obligation to pay child support for the minor children shall terminate when the youngest child reaches eighteen (18) years of age or until the month after the child's normal and expected date of graduation from high school, whichever occurs later.

19. Respondent shall pay to Petitioner child support in the amount of \$854.00 per month.

20. Commencement Date and Due Date: Child support shall commence on the first day of the month immediately following entry of this Decree (the "Commencement Date"). Monthly payments are due and payable on the 1st day of each month, beginning on the Commencement Date.

21. No Retroactive Child Support / Arrears: No child support is ordered for any period prior to the Commencement Date. The Court finds that child support arrears through the day before the Commencement Date are \$0.00.

22. Judgment: Each installment that becomes due and remains unpaid shall accrue as a judgment by operation of law and shall be subject to income withholding and all available enforcement remedies.

23. The parties' income shall be subject to withholding for payment of child support as provided by Utah law.

MODIFICATION

24. Pursuant to Utah Code § 81-6-212, the parties may seek modification or adjustment of child support as provided by Utah law.

CHILD CARE EXPENSES

25. The parties shall equally share any out-of-pocket child care costs incurred solely for the purpose of employment or school, upon presentation of reasonable but verifiable proof of the expense and proof of employment or school attendance.

26. The parent incurring child care expenses shall provide written verification of the cost and identity of the child care provider upon initial engagement of a provider and shall notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.

HEALTH INSURANCE

27. Respondent shall maintain health insurance for the minor children if available at a reasonable cost through employment or other group coverage, and shall pay the children's portion of the medical, dental, and vision insurance premium.

28. The party carrying insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon initial enrollment and annually on or before January 2 of each year, and shall notify the other party and the Office of Recovery Services of any change in carrier, premium, or benefits within thirty (30) days of the change.

29. The parties shall equally share all reasonable unreimbursed health care expenses for the minor children, including medical, dental, orthodontic, vision, prescription, deductible, and co-pay expenses. The party incurring an expense shall provide written verification of the cost and payment within thirty (30) days of payment, and the other party shall reimburse his or her one-half share within thirty (30) days after receipt of the verification.

30. If both parties maintain health, hospital, or dental coverage for a child, Respondent's coverage shall be primary and Petitioner's coverage shall be secondary.

EXTRACURRICULAR AND SCHOOL FEES

31. The parties should split equally all costs for any agreed upon in writing for any extracurricular activities.

32. The parties should split equally all school fees, including school lunches, field trip fees, etc.

INCOME TAX DEDUCTIONS

33. Petitioner should be awarded the right to claim the children each year for tax exemption purposes.

34. That upon reasonable advance notice and request each party shall provide the other party a signed Internal Revenue Service 8332 Form for any year where the other party is awarded the children or child for tax purposes.

REAL PROPERTY

35. During the course of the marriage the parties did not acquire any real property that is subject to marital distribution.

PERSONAL PROPERTY

36. During the course of the marriage the parties have acquired various items of personal property. All property acquired through inheritance, family gifts, or pre-marital property should be returned to that party.

37. The parties should split the vehicles as listed below:

- a. The Petitioner should be awarded the 2013 Toyota Highlander.
- b. The Respondent should be awarded the Volkswagen Jetta and should hold Petitioner harmless from any debt there-on.

38. Petitioner should be awarded the personal property currently in her possession.

39. Respondent should be awarded the personal property currently in his possession.

40. All other marital property should be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties should mediate any dispute thereto prior to bringing the action before the Court.

BANK ACCOUNTS

41. Each party is awarded any and all bank accounts in their own name, free and clear from any claim of the other. All joint accounts, if any exist, should be divided equally between the parties.

RETIREMENT ACCOUNTS

42. That the parties should be awarded their respective retirement accounts free and clear of any interest in the other.

DEBTS

43. Each party should be responsible for any and all debt in their name or incurred in their individual capacity since the date of separation which occurred on or about July 5, 2025, in addition to the following:

- a. Each of the parties should be ordered to assume, pay and discharge any individual debts and obligations which he or she may have and to indemnify and hold the other party harmless from all loss, liability or expense which he or she may incur in the event he or she fails to do so.

ALIMONY

44. The Court has considered the factors set forth in Utah Code § 81-4-502 and finds that Petitioner has demonstrated financial need. The parties were married on September 12, 2020, and the petition was filed on September 3, 2025. During the marriage the parties maintained a standard of living reflected by marital monthly expenses of approximately \$5,888.00. Petitioner has reduced her current monthly expenses to approximately \$2,183.00 per month but earns only

approximately \$1,200.00 gross and \$1,054.00 after taxes per month. Petitioner is the primary physical custodian of the parties' two minor children, which presently limits her earning capacity. Respondent earns approximately \$5,373.00 gross per month and has the ability to contribute to Petitioner's support. Petitioner did not work in a business owned or operated by Respondent and did not directly contribute to an increase in Respondent's skill by paying for education received by Respondent or by enabling Respondent to attend school during the marriage. Respondent shall pay Petitioner alimony in the amount of \$637.00 per month, for a duration equal to the length of the marriage, subject to statutory termination under Utah Code § 81-4-505.

MAIDEN NAME

45. That Petitioner is restored to her maiden name of Edson if she so desires

ATTORNEY FEES

46. Each party shall be responsible and liable for their own attorney fees, service fees, and court costs incurred as a result of this action.

MISCELLANEOUS PROVISIONS

47. **Mediation**: If a dispute arises between the parties then pursuant to Utah Code then the parties must participate in good faith in at least one session of mediation unless waived by the court both parties are required to participate in good faith in at least one session of mediation prior to the filing of any action in the appropriate court. The parties shall seek to resolve all contested issues. This

requirement does not preclude the entry of temporary or other such pretrial orders before mediation takes place. The parties must utilize a qualified domestic dispute mediator pursuant to Utah Code § 78B-6-205. Absent a court order or party agreement to the contrary, the cost of mediation shall be divided equally between the parties. That for a good cause the court, mediator, or director of dispute resolution programs may excuse the parties from participating. Mediation shall be conducted pursuant to the Utah Rules of Court-Annexed Alternative Dispute Resolution.

48. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce hereafter to be entered herein by the Court.

49. Each party shall, upon entry of the Decree of Divorce, herein contemplated, promptly, at any time or times reasonably required, make, execute and deliver to the other any further assurance, release, contract, document, and instrument necessary to implement the provisions thereof.

50. Each party shall be ordered not to commit, try to commit or threaten to commit any form of violence against the other party or the minor child(ren). This includes stalking, harassing, threatening, physically hurting or causing any other form of abuse.

*****END OF ORDER. SIGNATURES APPEAR AT TOP OF FIRST PAGE*****

APPROVAL AS TO FORM:

/s/ _____

Jared Jason Thompson, Respondent

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RICHARDS & RICHARDS LAW FIRM for
Petitioner

Electronic signature added with written permission

CERTIFICATE OF SERVICE IN ACCORDANCE WITH RULE 7

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, Roy D. Cole, the retained attorney for the Petitioner, Madison Kay Thompson, hereby certifies that he served via US Mail & Email, on the 14th Day of April, 2026 a true and correct copy of the foregoing Order to the following:

Jared Jason Thompson – *Respondent* – US Mail & Email
3405 S 2400 W Apt C23
West Haven, UT 84401
Jaredjthompson98@gmail.com

The Respondent, Jared Jason Thompson, shall have seven (7) calendar days to file with the court and to serve upon each party written objections to the Decree of Divorce. If written objections are neither filed nor served within the designated seven (7) calendar day period, the original of the identified document shall be submitted to the court for signing and entry.

/s/ Heidi Benda
Heidi Benda
Paralegal to Roy D. Cole