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IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
DAVIS COUNTY, CITY OF FARMINGTON, STATE OF UTAH

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In the Matter of the marriage of:

JOSEPH FRANK HUNT (Petitioner),

and

KARLA CASTRO (Respondent).

**DECREE OF DIVORCE**

Case No. 254701718

Judge: David J. Williams

Commissioner: Julie Winkler

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THE ABOVE-CAPTIONED MATTER having come before the above-entitled court upon motion, the Honorable Thomas Low. The Court, having made its Findings of Fact and Conclusions of Law, hereby **ADJUDGES, DECREES and ORDERS as follows:**

1. Petitioner is granted a divorce on the grounds of irreconcilable differences.

**BACKGROUND ON THE PARTIES**

1. Petitioner and Respondent were married on March 13, 2007 and are presently married.
2. The parties have been physically separated and have not been living together since April 4, 2025 and consider that date as their date of separation.
3. The parties currently have one minor child:
  - a. J.H. (Born June 2010)

### **JURISDICTION**

4. This court possesses subject-matter jurisdiction to grant the parties a divorce under Utah Code Ann. § 30-3-1(2) because Petitioner is a bona-fide and actual resident of Davis County, Utah, and has been for at least three (3) months immediately preceding the commencement of this action.

5. This court has subject-matter jurisdiction to decide child custody and support matters under the Uniform Child Custody Jurisdiction Enforcement Act and Uniform Interstate Family Support Act because the parties' children lived with a parent in Utah for at least six (6) months immediately preceding the commencement of this action, all parties are Utah residents, and no custody or support orders have been issued by another court of competent jurisdiction.

6. This court has personal jurisdiction over both parties because they are domiciled in the State of Utah and have established sufficient minimum contacts with this state.

7. Venue is proper in this court.

8. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, Petitioner states upon information and belief there are no other pending actions in the district, criminal, family, or juvenile court in this or any other state that would interfere with this court's authority to issue in initial child custody, parent-time, and support orders.

### **GROUND FOR DIVORCE**

9. During the course of the parties' marriage, irreconcilable differences developed thereby preventing the parties from pursuing a viable marriage relationship. The parties should therefore be granted a divorce on these grounds.

**CHILD CUSTODY AND PARENT-TIME**

10. It is in the best interest of the Minor Child that Petitioner be awarded sole physical custody of the child and sole legal custody of the child.

**PARENTING-TIME (VISITATION)**

11. Reasonable parent-time should be as the parties agree. If the parties do not agree, then Petitioner should determine when the children should visit Respondent, taking in consideration the desires of the minor child.

12. If minor child refuses to see Respondent, the parties will work together to implement a therapeutic approach to parent time and will follow the recommendations of the therapist in facilitating a plan which will lead to reunification between Respondent and minor child.

13. Respondent shall be responsible for all transportation costs related to visitation with the minor child.

14. Each parent will encourage and accept a positive relationship between the child and the other parent. The parties will keep their issues and personal conflicts separate from their relationships with, and decisions regarding, the child. The parents will give first priority to the welfare of their child and will strive to reach shared decisions regarding the child's best interest.

15. As the parents create, alter, or adhere to a parenting time schedule, the parents will strive to minimize disruptions of the children's attendance at school and other activities, and the child's daily routine and association with friends.

16. The objectives of this parenting plan are for Petitioner and Respondent ("the parents" or, respectively, "Father" and "Mother") to:

- a. Provide for the Child's physical care;
- b. Maintain the Child's emotional stability;
- c. Provide for the Child's changing needs as the Child grows and matures in a way that minimizes the need for future modifications of this parenting plan;
- d. Set forth the authority and responsibilities of each parent with respect to the Child consistent with the definitions outlined in this chapter;
- e. Minimize the Child's exposure to harmful parental conflict;
- f. Encourage each other, where appropriate, to meet the responsibilities of their Minor Child through agreements in the parenting plan rather than relying on judicial intervention; and
- g. Serving the best interests of the Minor Child.

#### **DECISION MAKING**

17. Petitioner will have sole discretion regarding significant decisions regarding the Child, including, but not limited to, the Child's education, health care, and religious upbringing.
18. Either parent may make emergency decisions regarding the health or safety of the Child.
19. Petitioner shall not require approval from Respondent to travel internationally with minor child.
20. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
21. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.
22. If the court finds that a parent has frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. If a dispute is brought before the court and there is no finding of "use of frustration of the dispute resolution process without good reason," the court may order that costs be equally shared and that each parent pay his or her own attorney's fees, or in the court's discretion the court may

award costs and attorney's fees to the prevailing parent. The court has the right of review from mediation, counseling, and arbitration.

#### **SANCTIONS FOR VIOLATION OF PARENTING PLAN**

23. Failure to comply with the provisions of the parenting plan or of the child support order may result in a finding of contempt of court and the imposition of sanctions against the disobedient party.

24. If a parent fails to comply with the provisions of this parenting plan or the child support order, the other parent's obligations under the parenting plan and child support order are not affected. Neither visitation nor child support is to be withheld due to either parent's failure to comply with their own or a court-ordered parent time schedule.

25. This plan is submitted in good faith, and the parties believe it will serve the best interest of the parties' Child.

#### **CHILD SUPPORT**

26. Child Support will be calculated on Petitioner's average gross monthly income including bonuses of approximately \$12,500.00 and an imputed gross monthly income for Respondent of \$2,400.00. Petitioner owes Respondent \$220/mo. as a monthly child support obligation. Child Support shall commence March 1, 2025.

27. Subject to the terms set forth below, no money will be exchanged for Child Support. Petitioner will deduct Respondent's child support from his monthly alimony obligation.

a. The sole custody worksheet was used in calculating the child

support in this matter. Petitioner's base child support amount is \$1,082.00 per month. Respondent's base child support amount is \$220.00 per month. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent time or visitation), then pursuant to Utah Code § 78B-12-108 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent shall automatically begin paying this base support amount without the need to modify this child support order.

b. The sole physical custody worksheet was used in calculating the base child support award. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 25 of any 30 consecutive days. The base child support award should be reduced by 25% for each minor child for time periods during which such minor child is with the non-custodial parent by court order or written agreement signed by the parties for at least 12 of any 30 consecutive days. Normal parent-time and holiday parent time with the custodial parent shall not be considered an interruption of the consecutive day requirement for the noncustodial parent. If the

dependent child is a recipient of cash assistance from the state of Utah through the T.A.N.F. or F.E.P. programs, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services.

c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to H.C.A. § 62A-11 parts 4 and 5 (1953 as amended), 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 payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the noncustodial parent no longer owes child support to the person entitled to receive child support. 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. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Respondent.



d. Each of the parties is under mutual obligation to notify the other within ten (10) days of any change in monthly income.

e. Under Utah Code §§ 78B-12-21O(8), the parties have a right to adjust this 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-U-306.2, if the child receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

f. Under Utah Code §§ 78B-12-21O(7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the children; or (vi)

material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results 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 is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child 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.

#### **ALIMONY**

28. Beginning March 1, 2025 Petitioner shall pay Respondent alimony in the amount of \$1,220/mo. which shall be paid once monthly no later than the 1<sup>st</sup> of each month. Due to Respondent's child support obligation as set forth above, Petitioner will deduct the \$220 owed and pay Respondent \$1,000 per month.

#### **MEDICAL INSURANCE AND EXPENSES FOR THE CHILDREN**

29. Pursuant to Utah Code § 78B-12-212, it is reasonable and proper that Petitioner shall be required to maintain the insurance through Medicaid for the benefit of the Minor Child and shall

be responsible for all out-of-pocket costs and expenses, including the premium, deductibles and copayments, incurred for the minor child.

#### **DAYCARE AND CHILD CARE EXPENSES**

30. Petitioner shall be responsible for any day care costs/expenses that might arise.

#### **RETIREMENT**

31. Petitioner's 401k funds that were accrued during the marriage shall be split 50/50 between the parties. 401k funds accrued prior to the marriage shall be awarded to Petitioner, including associated gains.

#### **DEBTS AND LIABILITIES**

32. Debts and Liabilities shall be divided as follows:

Creditor	Description of Debt	Outstanding Balance	Party Responsible for Paying Debt
PenFed	HELOC	\$29,885.35	Petitioner
Joseph Hunt, Sr.	Loan	\$19,073.61	Petitioner
True Pros	Home Improvement Expenses	\$9,258.20	Petitioner
VRP Mediation	Legal Fees	\$3,083.25	Petitioner

#### **DIVISION OF ASSETS**

33. Each party shall be solely responsible for paying any debts or encumbrances associated with any item of property they are awarded in this divorce proceeding.

34. Pursuant to Utah Code Ann. § 15-4-6.5, the parties should notify their respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

#### **REAL PROPERTY**

35. During the course of the marriage the parties acquired real property located at 58 East 700 South, Kaysville, Utah 84037.

36. Petitioner and Defendant have negotiated a settlement for said real property, as follows:

37. Defendant will receive a single lump sum payment of \$110,000.00, and Petitioner shall receive full legal ownership of property, including all possessions, furniture, and furnishings contained within.

38. The settlement also relieves the Defendant of responsibility for repayment of any and all marital debts.

39. Petitioner will be securing a second mortgage to make the lump sum payment to Defendant which is expected to be finalized in July of 2026.

40. Petitioner has agreed to make monthly payments of \$100 to Defendant until the second mortgage loan has been closed and Defendant has received the entirety of the negotiated lump sum amount.

41. These monthly payments shall be in addition to the negotiated lump sum amount

#### **TAX RETURNS**

42. Going forward, the parties shall file their own individual tax returns.

43. Petitioner shall claim the children as dependents on tax returns.

#### **RESTRAINING ORDERS**

44. Both parties should be restrained from making any disparaging statements concerning the other parent within the conscious presence of their children or engaging in any activity calculated to diminish the natural love and affection that should exist between the children and their parents.

45. Both parties should act in a civil manner in all their dealings with each other.

46. Both parties should be prohibited from committing any act of "abuse" or "domestic violence" against the other party as those terms are defined by the Utah Cohabitant Abuse Act.

47. Both parties should be prohibited from doing anything to damage or otherwise interfere with any property belonging to the other party.

#### **OTHER PROVISIONS**

48. Petitioner shall be responsible for any and all extracurricular expenses.

49. If a dispute arises concerning the terms or language of the Decree of Divorce, the parties agree to mediate before taking the matter to court.

50. Both parties are ordered to execute and deliver to the other party any documents necessary to implement the provisions of the orders issued by this court. In the event either party fails to comply with any provision of the Decree of Divorce issued by this court, the other party may ask the court clerk to execute any document necessary to ensure compliance with this

court's orders and the disobedient party will be responsible for, in addition to any other sanctions the court deems appropriate, the complaining party's attorney's fees and costs.

[END OF DOCUMENT]

*Judge's signature found on the top right of the first page*