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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR COUNTY OF SALT LAKE,
STATE OF UTAH
450 South State Street, Salt Lake City, UT 84114

In the matter of the marriage of: CHEYLYN THAYNE, Petitioner, and ROBERT THAYNE Respondent.	DECREE OF DIVORCE Civil No. 264901962 Judge: Hon. James Gardner Commissioner: Hon. Kim M. Luhn Discovery Tier: 4
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This matter came before the Court by way of Petitioner CHEYLYN THAYNE'S *Verified Petition for Divorce*. The Court finds, having reviewed the pleadings, the *Petition for Divorce*, that the Court has jurisdiction to enter a Decree of Divorce. The Court, having found and entered its *Findings of Fact and Conclusions of Law*, and being otherwise fully advised, and for good cause appearing, it is hereby ORDERED, ADJUDGED, AND DECREED:

DIVORCE

1. The parties are hereby divorced from one another.

JURISDICTION VENUE AND GROUNDS

2. Cheylyn is a bona fide and actual resident of Salt Lake County, State of Utah, and has been for more than three months prior to the commencement of this action.

3. Cheylyn and Robert were married on March 8, 2012, in Lindon, Utah County, State of Utah.

4. This Court has jurisdiction to make a child custody determination under the Utah Uniform Child Custody and Jurisdiction and Enforcement Act, Utah Code Ann. §81-11-101 *et seq.*, in that:

a. Utah is the home state of the minor children at the time of the commencement of this proceeding.

b. The minor children have resided in Salt Lake County, Utah, for at least the last six (6) months immediately prior to the commencement of this action.

c. No other state would have jurisdiction under Utah Code Ann. §81-11-101 *et seq.* to enter a child custody determination.

d. The parties have not been a party, witness or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this state or any other state.

e. The parties have no information of any custody proceeding concerning the subject minor children pending in a court of this or any other state.

f. The parties do not know of any person, not a party to these proceedings who has physical custody of the subject minor children and who claims to have custody or visitation rights with respect to said children.

CHILD CUSTODY AND PARENT TIME

5. The parties are the natural parents of three (3) minor children: C.J.T., born on August 13, 2014; Z.I.T., born on September 18, 2018; and Z.K.T., born on January 24, 2024. No other children are expected as an issue of the parties' marriage.

6. The Petitioner is awarded sole legal custody of the minor children under Utah Code Ann. §§ 81-9-204 and 81-9-205(2). The major decisions concerning the minor children's general welfare, education, discretionary medical treatment, and religious training should be made solely by Petitioner. Upon Respondent's release from custody, the parties should both have access to medical records, school records, court records, and any other information or records concerning their children. Both parties will have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her

care. Should any disagreement take place between the parties regarding major decisions in the life of the minor children, Petitioner should have the final decision-making ability.

7. The Petitioner is granted sole physical custody of the minor children under Utah Code Ann. §§ 81-9-204 and 81-9-205(2). At a time determined by the Court, after Respondent's release from custody, Respondent should have parent time pursuant to Utah Code § 81-9-302. Upon Respondent's release from custody, Respondent's right to parent time should be subject to Utah Code Ann. § 81-9-207, as supervised parent time, until the time Respondent completes the recommended step-up plan requirements.

PARENTING PLAN

8. Parenting Plan. The parties will follow the Parenting Plan set forth below with respect to their children.

9. Decision making. The major decisions concerning the children's general welfare, education, discretionary medical treatment, and religious training should be determined by Petitioner.

10. Parent-time: Subject to the restrictions below, a parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution. Parent-time should be as the parties can agree. If the parties cannot agree, parent-time

should be pursuant to Utah Code Ann. § 81-9-305, with Petitioner designated as the primary custodial parent.

11. Special consideration should be given by each party to make the minor children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the lives of either parent which may inadvertently conflict with the parent-time schedule.

12. Pursuant to Utah Code Ann. § 81-9-207, Respondent's parent time should be supervised by an agreed upon third party only after he complies with the following requirements:

a. Respondent should obtain a psychological evaluation and provide proof of the evaluation and compliance with the recommendations thereof, including but not limited to conducting ongoing mental health therapy, sexual abuse therapy, and recovery appointments.

b. Respondent should provide proof of a residence and living conditions that provides a secure home dwelling and stable living environment for the minor children, where Respondent can conduct his parent time with the minor children, after completing all step-up plan requirements.

c. Respondent should provide proof of completion of sexual abuse therapy from a licensed mental therapy caregiver and successful enrollment

and completion of a sexual abuse treatment course and rehabilitation program, as well as completing a Love and Logic parenting course;

d. Respondent should provide proof of completion of a course for sexual abuse against minor children, as provided by the court,

e. Upon the completion of a psychological evaluation of Respondent's mental health, conducted by a licensed psychiatrist or licensed mental health care provider, showing that Respondent can safely care for the minor children, Respondent's parent time shall be a supervised parent time arrangement to exercise her parent time with the minor children.

f. A third-party supervisor should be mutually agreed upon by the parties. In the event the parties do not mutually agree upon a third party to supervise Respondent's parent time with the minor children, Respondent shall conduct his parent time at a location authorized to perform the supervision and shall bear all costs associated with the supervised parent time.

g. Upon Respondent's completion of supervised parent time for a minimum of three (3) months, the completion of all required therapy courses and love and logic courses, therapy courses to treat child sexual abuse, and upon showing his mental, physical, and psychological stability, as verified by a licensed mental health care provider under age sexual abuse, and upon demonstrating his safe care for the minor child, Respondent's time should be

reevaluated by the Court to make a determination of appropriate parent time for Respondent.

13. Parent-time Exchanges: It shall be the responsibility of the parent beginning his or her parent-time to arrange transportation for the minor children.

14. The party ending his or her parent-time shall be responsible to have the children ready for pick up by the parent beginning his or her parent-time.

15. The parties shall be civil during parent-time exchanges, and shall act lawfully and reasonably during exchanges.

16. Parent-time exchanges should be determined by the court, subject to the restrictions related to Respondent's release and supervised parent time requirements.

17. Self-help Prohibited: A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

18. Petitioner should be designated as the custodial parent for purposes of determining where the children should attend school.

19. Respondent may not interrupt regular school hours for a school-age minor child for the exercise of parent-time unless mutually agreed upon in writing by the parties.

20. Right to Attend: Both parties shall be entitled to attend and participate fully in all significant school, social, sports, and community functions in which the

minor child(ren) is/are participating or being honored, subject to court ordered, and Respondent's release, restrictions.

21. Communication: Upon Respondent's release from custody, each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, including phone calls, video calls, text messages, and other electronic communication as reasonably available. The parties should make diligent efforts to ensure that communication devices are available and charged.

22. Neither party should demean or disparage the other party, attempt to influence a child's preference regarding custody or parent-time, or say or do anything that would tend to diminish the love and affection of the child for the other party.

23. Neither party should make parent-time arrangements through the children.

24. All communications between the parties should be civil in nature.

25. The parties should refrain from speaking negatively about one another in the presence of the minor children, and the parties should not discuss the custody and parent-time schedule or any legal actions with, or in earshot of, the minor children. The parties should also require other third parties that come into contact with the children to refrain, and this restriction should extend to all social media and networking websites and forums to which the children may have access.

26. Each parent should provide for the necessities of the minor children while the children are in his or her care without relying on the other parent or using the items in the possession of the other parent for the minor children.

27. Upon Respondent's release from custody, he should keep Petitioner informed of his current address and telephone number, email address, and other virtual parent-time access information, and if possible, advise the other party no less than sixty (60) days in advance of any move.

28. Travel: Upon Respondent's release from custody, should either party desire to travel out of state with the children, or engage in non-routine travel with the children, the parties should give the other party thirty (30) days' advance notice of travel. Such notice shall include the following information to be provided at least thirty (30) days prior to departure:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child or traveling parent can be reached; and
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

29. Upon Respondent's release from custody, neither party should unreasonably withhold or delay approval for any required travel documents, including but not limited to passports, passport renewals, school or extracurricular travel

authorizations, U.S. Customs and Border Protection parental consent letters, medical travel consents, and any other documentation reasonably required for domestic or international travel.

30. Child Care: Upon Respondent's release from custody, if work-related child care is necessary, the parties shall cooperate to determine a mutually agreed upon daycare provider for the children, and such agreement on the daycare provider shall be made in writing.

31. Upon Respondent's release from custody, both parties shall be entitled to receive the same communications from the child care provider.

32. The parties shall presume that work-related childcare provided to the parties by relatives or friends if daycare is not available is free of charge to both parties.

33. Both parties shall be responsible for one-half of all work-related childcare costs.

34. Upon Respondent's release from custody, both parents shall provide all surrogate care providers with the name, current address, and telephone number of the other parent.

35. Upon Respondent's release from custody, both parents shall provide the other parent with the name, current address, and telephone number of all surrogate care providers.

36. Protection of the Children: Respondent shall not introduce the minor children to his romantic partners unless such a relationship has been established for at least six (6) months prior.

37. Respondent shall immediately notify Petitioner if Respondent resides with an individual regardless of sex offender status.

38. Upon Respondent's release from custody, Respondent shall immediately notify Petitioner if Respondent resides with an individual or provides an individual with access to the minor children, and the Respondent knows that the individual is required to register as a sex offender, a kidnap offender, or a child abuse offender for an offense committed against a minor child under Title 53, Chapter 29, Sex, Kidnap, and Child Abuse Offender Registry, or has been convicted of a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-109.4, 76-5-114, or 76-5-208; a sexual offense against a minor child under Title 76, Chapter 5, Part 4, Sexual Offenses, other than an offense under Section 76-5-417, 76-5-418, or 76-5-419; an offense for kidnapping or human trafficking of a minor child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling; a sexual exploitation offense against a minor child under Title 76, Chapter 5b, Sexual Exploitation Act; or any similar offense.

39. The parties shall use his or her best efforts to protect the children from litigation involving the parents and shall work diligently and use his or her best

efforts to protect the children from obtaining access to, hearing, seeing, or otherwise becoming aware of the substantive nature of the legal proceedings between the parents.

40. Neither party shall rely on the children to facilitate communication with the other party.

41. Neither party shall permit any other third party to do what they themselves are prohibited from doing and shall use his or her best efforts to remove the children from any situation that would expose the children to conflict between the parties.

42. Relocation. Should either party relocate more than 150 miles from the other party's residence, the parties should follow the procedures set forth in Utah Code § 81-9-209. The relocating parent shall provide written notice to the other parent at least sixty (60) days before the day on which the relocating parent intends to relocate

CHILD SUPPORT

43. Child Support. In accordance with the Utah Child Support Act, set forth in Utah Code § 81-6-101 et seq., child support will be calculated based on the Parties' monthly gross income or imputed income and the Parties' respective parenting time with the minor child. Respondent is incarcerated at Utah County

Jail and shall be imputed to the minimum wage monthly income of \$1,257.00 per month for purposes of child support.

Petitioner is employed and earns \$1,300.00 gross per month for purposes of calculating child support.

Based on the incomes specified herein, and as calculated per the Office of Recovery Services child support worksheet, child support shall be awarded to Petitioner in the amount of \$189.00 per month and shall begin upon the signing of the decree.

The receiving Party shall be entitled to mandatory income withholding payable through the Utah Office of Recovery Services as provided by Utah Code Ann. § 62A-11-401 et seq.

Upon a minor child turning eighteen (18) years old or graduating from high school during the child's normal and expected year of graduation, whichever occurs later, the child support award shall automatically adjust or terminate.

44. Medical/Dental Insurance and Expenses. The Petitioner shall provide health care coverage for the minor children pursuant to Utah Code Ann. § 81-6-208. Each parent shall share equally all reasonable and necessary uninsured expenses for the minor child, including, but not limited to, one-half of all uninsured expenses for medical, dental, surgery, deductibles and copayments, orthodontic care, counseling, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, prescriptions, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, as well as other

reasonable and necessary uninsured medical and dental expenses incurred for the dependent children and actually paid by the parents.

- a. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary uninsured medical and dental expenses for the minor children as indicated.
- b. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Petitioner shall be primary coverage for the dependent children, and the health, hospital, or dental insurance plan of Respondent shall be secondary coverage for the dependent children. If a parent remarries and the dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent 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 children.

45. Child Care Expense. Each party shall pay his or her own reasonable work-related child-care expenses for the minor children during their parent time, without contribution from the other.

46. School Fees. Each party is ordered to assume and be responsible for one-half of any out-of-pocket school expenses (i.e., lunches, school photos, registration, books, required supplies, lab fees, uniforms, etc.) incurred during the time leading up to and including high school, including private tuition. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or other 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. If it is more practicable, the parties can set up his or her own individual payment schedules and accounts with the children's school for the children's school expense directly to pay his or her one-half portion of the children's school expense, rather than reimburse the other parent for the expense.

47. Extracurricular activities. The parties agree to support the children in extracurricular activities when agreed upon in advance, in writing, including ensuring the children attend on their respective parent-time and equally sharing the costs of the children's current and any future activities both parents agree upon in writing. When agreed upon in advance and in writing, the parties shall share equally all costs associated with those activities, including but not limited to uniforms, participation and competition fees, and equipment. Both parties shall have access to

games, meets, performances, tournaments, coaches, schedules, tutors, and access to all information, emails, coaches, etc. on these activities. Both parents shall be responsible for carpool, sports and activities on the day the child(ren) is with them; provided, the parents will work together to coordinate if accommodation is needed. If either parent involves the child(ren) unilaterally in activities, the other parent shall not be obligated to facilitate the child(ren)'s participation on his or her parent-time or to share the cost, though that parent shall be entitled to attend all practices and performances of the child.

48. Other costs. Summer care expenses and cost splitting shall be discussed and agreed upon by the parties each year, including summer camps and activities.

TAXES

49. Dependency Exemptions. For 2025 and future tax years, the Petitioner will be awarded all dependency exemptions/tax credit for the minor children.

REAL PROPERTY

50. Neither party acquired real property during the course of the parties' marriage, thus no division is required.

FINANCIAL ACCOUNTS

51. Each party is awarded the bank or credit union account(s) in his or her own name.

RETIREMENT ACCOUNTS

52. During the course of the parties' marriage, the parties established separate retirement, savings, investments, bank accounts, 401(k) retirement accounts, and/or other securities. It is

reasonable and proper that each party keep any retirement, savings, investment, and bank accounts in their name free and clear of any claim by the other.

PERSONAL PROPERTY

53. Each party shall be awarded his or her clothing, furniture, furnishings, memorabilia, and personal effects currently in his or her possession, free and clear of any right, title, claim, or interest of the other. Each party shall be awarded as his or her separate property, (i) premarital property, and (ii) property acquired by gift, devise, or inheritance or as a gift from the other party during the marriage. Each party shall be awarded his or her wedding ring.

54. During the course of their marriage, the parties acquired items of personal property. If any property has not been previously divided between the parties, the parties should mutually agree on the division of the property.

55. All property previously divided by the parties is under his or her control and possession and is divided equally. However specifically for divided as follows:

- A. 2009 Dodge Ram 2500
- B. Petitioner should receive any other vehicles vehicle currently located at Respondent's brother's residence;
- C. Petitioner should receive any other personal property acquired during the course of this marriage regardless of individual ownership of the parties, and irrespective of its current location.

56. If any personal property is encumbered by debt, then that debt should be assigned to the party awarded the personal property, and that party should indemnify and hold the other party completely harmless therefrom.

DEBT

57. During the course of the Parties' marriage, the parties have incurred various debts. The Court should determine equitable division and payment of those debts, with the responsible party being required to indemnify the other and hold the other harmless from any loss, damage, demand, or claim of any kind arising from his or her failure or neglect to do so.

58. During the course of the parties' marriage, the parties established certain debt. The debt should be divided equally between the parties, with each party obligated to pay their portion.

59. The parties should cooperate to close all existing credit card accounts, if any such exist.

60. The Parties should also be ordered to notify creditors or obligees of the Court's division of debts or obligations and to give creditors the parties' separate, current addresses. The parties should keep any and all joint-related debts current and in good standing with the creditors.

- a. In addition to a creditors' duties as a secured party under Utah Code Ann. § 81-7-102 and the creditor's duties as a trustee or beneficiary of a trust deed under Utah Code title 57, Chapter 1, conveyances a creditor who has been notified by service of a copy of a court order under Utah Code Ann.

§ 81-7-103 that the debtors are divorced or living separately under an order for separate maintenance, and who has been expressly advised of the separate, current addresses of the debtors either by the court order or by other written notice, must provide the debtors individually all statements, notices and other similar correspondence required by law or by the contact.

- b. With respect to a debtor who is not ordered by the court under Utah code Ann. § 81-7-103 to make payment on a joint obligation, no negative credit report under Utah Code Ann. § 70C-7107, and no report of the debtor's repayment practices or credit history under Utah Code Ann., Title 7, Chapter 14, Credit Information Exchange, may be made regarding the joint obligation after the creditor is served notice of the court's order unless the creditor has made a demand on the debtor for payment because of the failure to make payments by the debtor, who is ordered by the court to make the payments.
- c. Absent an agreement by the parties, any and all debts incurred by either party from the date of separation, August 22, 2025, and thereafter should be the sole responsibility of the party incurring the debt, with the other party being indemnified and held harmless from the same.

61. Delinquency in Payments: If either party is obligated on a jointly secured debt, the payment of that debt must remain current.

62. A party who makes payment on a delinquent debt in order to protect his or her credit rating may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party

ALIMONY

63. Petitioner should be entitled to alimony, based on Petitioner's needs and Respondent's ability to pay, as well as the standard of living the parties practiced during the marriage.

64. Petitioner should be entitled to a monthly alimony payment in an amount and duration to be determined by the court.

65. Alimony payments shall automatically cease upon a determination of the court ordering Petitioner's cohabitation with another person proven in Court, Petitioner's remarriage, or the death of either party, whichever occurs first.

MISCELLANEOUS PROVISIONS

66. Maiden Name. Cheylyn shall be restored to her maiden name of Steadman if she so desires.

67. Mutual Restraining Orders. A mutual restraining order shall be entered enjoining each party from harassing, annoying, or bothering the other party. This includes, but is not limited to, speaking derogatorily about the other party, or permitting a third party to make disparaging

comments about the other party, to the best of their ability, and specifically in front of the parties' children.

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

69. Both parties are prohibited from doing or saying anything to the detriment, harm, or injury of the other party. This includes, but is not limited to, speaking derogatorily about the other parent in the presence of their minor children or attempting to diminish the love and affection of any children for the other parent.

70. Both parties should be mutually restrained from inducing or allowing a third party to do what they themselves are prohibited from doing under these restraining order paragraphs and should have the affirmative duty to use his or her best efforts to prevent third parties from committing such violations.

71. Deeds and Titles. Both parties are ordered to sign whatever documents are necessary to transfer title or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce within thirty (30) days of entry of the Decree of Divorce.

72. Legal fees. Each party agrees to pay his or her own legal fees and costs.

*** * * END OF ORDER * * ***

Pursuant to Rule 10(e) of the Utah Rules of Civil Procedure, this proposed DECREE OF DIVORCE will be entered by the Court's Signature at the top of the first page.

Pursuant to, and in accordance with, Rule 7(j) of the Utah Rules of Civil Procedure, objections to the proposed DECREE OF DIVORCE must be filed with the Court within seven (7) days of service. The proposed DECREE OF DIVORCE shall be submitted to the Court seven (7) days from the date set forth in the Certificate of Service below.

APPROVAL AS TO FORM:

/s/ Cheylyn Thayne

Cheylyn Thayne

*Signed by Timothy B. Barnes, with permission of
Cheylyn Thayne, on June 9, 2026.*

CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of June 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was filed with the Clerk of Court using the Utah Electronic Filing System, and was sent via email to the following:

Robert Thayne
Utah County Jail
3075 N Main St
Spanish Fork UT 84660

/s/ Kayla D. Jasgur

Paralegal at Quackenbush Legal, PLLC