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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF: CHERICE ROBERTS, Petitioner, and CHAISE ROBERTS, Respondent.	DECREE OF DIVORCE Civil No. 254901077 Judge Randall Skanchy Commissioner Joanna Sagers
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THE ABOVE CAPTIONED MATTER came before the Court for hearing or consideration on the date set forth below, the undersigned, one of the Judges of the above entitled Court presiding. The parties participated in mediation on June 29, 2026 with

mediator Michael Thornock, and entered into a Stipulation resolving all outstanding issues between them. The thirty day waiting period has expired. The evidence necessary to establish jurisdiction and grounds for the divorce was presented through the declaration filed herein in support of the divorce decree. The Court having previously made its Findings of Fact and Conclusions of Law, including specific findings of jurisdiction and grounds, based thereon and for good cause appearing now enters the following:

IT IS HEREBY ORDERED ADJUDGED AND DECREED:

1. The parties have lived in Salt Lake County, State of Utah for at least three (3) months prior to the filing of this matter.
2. Utah is the home state of the minor children pursuant to Utah Code Ann. § 81-11-201(1)(a)
3. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. §81-4-402(1); the parties are actual residents of the State of Utah and County of Salt Lake
4. The parties are granted a divorce on the basis of irreconcilable differences, and the marriage of the parties is hereby dissolved.

PROVISIONS RELATING TO CHILDREN

5. There are two (2) minor children born as issue of this marriage to wit:

C.R.R. born September 2014 and C.R.R. born July 2019.

6. Pursuant to Rule 100 Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.
7. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13-101 *et seq.* in that:
 - a. Pursuant to Utah Code Ann. §78B-13-209, said minor children currently reside in Salt Lake County, Utah.
 - b. The parties have no information of any other proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.
 - c. The parties do not know of any person, not a party to these proceedings who has physical custody of the children or who claims rights of legal custody or physical custody of, child support or visitation/parent time rights with respect to the children.

CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN

8. **Legal Custody:** The parties are awarded joint legal custody of the minor children, subject to the decision-making process outlined in the parenting

plan below.

9. **Physical Custody and Parent Time:** Parent-time is awarded in phases according to the following:

- a. **Phase 1:** The current custody orders (as of the April 22, 2026 hearing) shall remain the Order of the Court until August 4, 2026.
- b. **Phase 2:** Provided Petitioner is 100% compliant between now and August 4, 2026 with all orders of the court, including this case, her criminal cases, and with her drug court in Third District Court Case 255900767 beginning August 4, 2026, the requirement that Petitioner's parent-time be supervised shall be lifted, and the Petitioner shall be allowed to transport the children so long as she has a valid driver's license. Petitioner shall provide proof of a valid driver's license prior to transporting the children. The parent-time schedule shall remain the same as the April 22, 2026 Order, only without supervision and no overnights.
- c. **Phase 3:** Once Petitioner successfully completes phases 1-3 of Drug Court in case 255900767 and provides proof of the completion and has complied with all other court orders in her respective cases, the parties shall be awarded joint legal and physical custody of the

minor children according to Utah Code Ann. §81-9-303, with Respondent being listed as the custodial parent. The remaining provisions in the April 22, 2026 Order shall be lifted, and parent-time shall be awarded according to the following:

Week	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
1	Dad	Dad	Dad	Mom	Dad	Dad	Dad
2	Dad	Dad	Dad	Mom	Mom	Mom	Mom

Petitioner shall provide at least 7 days' notice of completion of Phase 3.

- d. **In any phase**, should Petitioner test positive for alcohol or any illegal substance, or fail to comply with the terms of her probation or orders of the Court, the terms of Phase 1 shall begin again and either party may request a review hearing with the Court to review the parent-time.
- e. **Neither party** shall expose the minor children to alcohol in excess above .05. Neither party shall expose the minor child to illegal substances, including marijuana/THC or vaping.
- f. **Drug and Alcohol Testing:** At any time, Respondent may request that Petitioner submit to drug and/or alcohol test. Upon receiving the request, Petitioner shall provide a test within 48 hours to

Respondent. Petitioner shall pay for the test up front. Should Petitioner test negative, Respondent shall reimburse Petitioner for the cost of the test within 7 days. Should Petitioner test positive, her parent-time shall immediately be suspended until review from the Court.

- i. So long as marijuana is taken in conjunction with a valid medical marijuana card, the appearance of marijuana in the test results shall not constitute a violation. Regardless of the result, neither party shall smoke/vape marijuana in front of the children or allow third parties to do so.

10. **Pickup and Delivery for Parent Time:** Both pick-up and drop off shall be as the parties agree. If an agreement cannot be reached, the party exercising parent time will pick up the minor children at the children's daycare when daycare is being used, or curbside when daycare is not being used. Neither party shall transport the minor children without a valid driver's license.
11. **Summer/Extended Parent Time:** Petitioner's summer parent-time shall not begin until she is in Phase 3 parent-time. Once Petitioner is in Phase 3 parent-time, the parties will exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §81-9-303 if they cannot

agree. Notice of scheduled summer vacations shall be given in writing by the other party.

12. **Holidays:** For all statutory holidays (81-9-303) in phase 1 and phase 2 parent-time, petitioner shall receive the holiday from 9:00 AM-8:30 PM. Beginning Phase 3, the parties will continue to exercise holiday parent time as they agree, or pursuant to Utah Code Ann. §81-9-303(15) if they cannot agree, with Petitioner being designated as the custodial parent for purposes of interpreting the statute (subsection 15 only). Holiday time shall trump the usual parent-time schedule.
13. **Relocation:** If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provisions contained in Utah Code §81-9-209 and *Ross v. Ross*, 2019 UT App 104.

PARENTING PLAN

14. **Advisory Guidelines:** In addition to the parent-time schedules provided in Utah Code Ann. §81-9-303 and Utah Code Ann. §81-9-203 the following advisory guidelines in Utah Code Ann. §81-9-202 are suggested to govern all parent-time arrangements between parents in the event the parties do not

agree to the parent time schedule.

15. **Decision-Making:** Day-to-day decisions involving the children shall be made by the parent with whom the children are then located. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the children at that time. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If there is a dispute that cannot be resolved through discussion of the parties, Respondent shall have final say, subject to Petitioner's right to court review. The parties shall attend mediation before filing any court action regarding disputes about the minor children.
16. **School:** The children shall continue to attend school at their current school and feeder schools.
17. **Notice of Events:** The parties will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parents are entitled to attend and participate fully.

18. **Access to Records:** Both parties shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.
19. **Travel:** For Petitioner only, this provision shall only apply after Phase 3 parent-time begins. In the event the parties vacation away from their home, the parent exercising parent-time with the children should provide, as soon as reasonably possible, to leaving for vacation with the minor children:
- a. An itinerary of travel dates;
 - b. Destinations, including an exact address where the children will be staying and a phone number where they can be reached (for example, if they are staying at a hotel or at the home of a family member or friend);
 - c. Places where the minor children or traveling party can be reached.
 - i. **Passports:** Both parties should facilitate in a timely manner in obtaining passports for the minor children upon written agreement between the parties for any out-of-the-country trips the minor children take with either parent.
 - ii. The minor children should not leave the United States without express written permission from both parties.

20. **Notice of Contact Information:** Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.
21. **Notice Regarding Illnesses:** The parties shall notify one another of any illness that the children have while in their home for parenting time. They will also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental or mental health professionals.
22. **Sharing of Information:** The parties shall use their best efforts to communicate and share information with each other regarding the children.
23. **Reasonable Contact:** Each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children. Each party shall have uncensored, reasonable virtual time with the minor children.
24. **First Right of Refusal:** In the event that a parent is unavailable to provide personal care for the child for a period that is overnight for work-related reasons or vacation without the minor children, the parent exercising parent time shall allow the other parent the opportunity to provide care for the child prior to seeking surrogate care.

25. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

PROVISIONS RELATING TO SUPPORT PAYMENTS

26. Petitioner is employed and earns \$9583 per month in gross income for purposes of calculating child support.
27. Respondent is employed and earns \$6291 per month in gross income for purposes of calculating child support.
28. Pursuant to Utah Code Ann. §81-6-202, starting July 1, 2026, Petitioner shall pay child support to Respondent in the amount of \$940 per month for two (2) minor children of the parties pursuant to a joint custody worksheet with Petitioner having 145 nights and Respondent having 220 nights. This amount shall be paid to support the minor children pursuant to the Uniform Child Support Guidelines until said children become 18 years of age, or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later.
29. **Child Support Adjustment Upon Emancipation:** The parties

acknowledge that the child support obligation shall be subject to automatic reduction pursuant to Utah Code Ann. §81-6-213, effective upon the emancipation of each child, which occurs upon the child reaching age eighteen (18) years or graduation from high school, whichever occurs later. Upon such event, the child support obligation shall be reduced proportionately to reflect the remaining number of children entitled to support without the need for further court order or motion, unless otherwise modified by the court.

PROVISIONS RELATING TO HEALTH INSURANCE AND MEDICAL EXPENSES

30. Pursuant to Utah Code Ann. §81-6-208, if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance and shall follow the provisions stated in Utah Code Ann. §81-6-208 in regard to health insurance for the minor children.
31. The parties shall each pay one-half (½) of any out-of-pocket medical expenses incurred on behalf of the minor children, including medical, dental, orthodontic, vision, and therapy costs.

PROVISIONS RELATING TO CHILD CARE EXPENSES

32. The parties shall follow the provisions of Utah Code Ann. §81-6-209. Each

party should be responsible for one-half (1/2) of any work-related childcare expenses for the minor children.

PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES

33. The parties shall equally share the extracurricular activity and education expenses of the minor children to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

PROVISIONS RELATING TO ALIMONY

34. Neither party is awarded alimony.

PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS

35. During the course of the marriage, the parties have acquired certain bank and financial accounts. Said financial accounts shall be divided as follows:
- a. Each party shall retain their respective accounts free and clear of any claim from the other.
 - b. The total property division has been accounted for with the division of the equity in the marital home.

PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS

36. Each party shall retain their own retirement accounts and life insurance policies free and clear of any claim from the other.

- a. The total property division has been accounted for with the division of the equity in the marital home.

PROVISIONS RELATING TO PERSONAL PROPERTY

- 37. During the course of the marriage, the parties acquired certain items of personal property, which shall be divided equitably as the parties agree.
 - a. Petitioner is awarded the Acura and the Jayco Trailer all equity contained therein, free and clear of any claim from Respondent.

Petitioner is awarded her wedding ring. The wedding ring shall be returned within 10 days of the Stipulation.
 - b. Respondent is awarded the F250 Truck, Subaru, and motorcycle and all equity contained therein, free and clear of any claim from Petitioner.
- 38. Each party shall be solely responsible for any maintenance, payments, or loans on the vehicle they are awarded.
- 39. The total property division has been accounted for with the division of the equity in the marital home.
- 40. Other marital property shall be divided as the parties agree.

PROVISIONS RELATING TO REAL PROPERTY

- 41. During the course of the marriage, the parties acquired certain real property

to wit:

- a. A home located at **6721 Heath Blayde Circle, Herriman, Utah.**
- b. The parties agree Respondent shall retain the home, subject to Petitioner receiving her portion of the marital equity, which is \$230,000. Respondent shall pay Petitioner her equity portion within 180 days of the date of the Decree and remove Petitioner from the mortgage. Respondent shall make a good faith effort to refinance within the period.
- c. If within the 180 days, Respondent is unable to pay Petitioner her portion of the equity, the marital home should be sold. The proceeds from the sale of the home shall be divided as follows:
 - i. Retire any and all mortgages or encumbrances;
 - ii. Pay any and all closing costs and commissions;
 - iii. Reimburse either party for any mutually agreed up repairs;
 - iv. Pay Petitioner \$230,000 (minus one half of fees and or costs associated the sale of the property, including but not limited to closing costs, sales commissions, costs for marketing, concessions, realtor fees, required repairs, etc.);
 - v. Respondent to receive any remaining equity.

PROVISIONS RELATING TO DEBTS AND OBLIGATIONS

42. During the course of the marriage, the parties have acquired certain debts, which shall be divided as follows:
43. Other than the auto loans and debts attached to real property—discussed elsewhere in this document—each party shall be ordered to assume, pay, and hold the other party harmless from liability on all debt in his or her own name.
44. The parties shall be restrained from incurring any debt or obligation on any joint account and on any account in the name of the other party.
45. Pursuant to Utah Code Ann. §81-4-406(3)(b), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate and current addresses.

PROVISIONS RELATING TO TAX CREDIT

46. The parties agree to claim the minor children for federal and state tax purposes as follows: Petitioner shall claim the oldest minor child and Respondent shall claim the youngest. When only one child is still available, Petitioner shall claim the minor child on her taxes on odd-numbered tax years and Respondent shall claim the minor child on his taxes on even-numbered tax years. For all tax years, Petitioner must be 100% caught

up on her child support obligations by December 31 of the applicable tax year to claim the minor children.

PROVISIONS RELATING TO MUTUAL NON-HARASSMENT

47. The parties shall be subject to the following Mutual Restraining Order:

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation.
- b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.
- c. Both parties are restrained from discussing custody issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning,

interrogating, or otherwise “pumping” the children.

- d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and children during the other parent’s parenting time.
- e. Neither party shall enter the residence and/or work location of the other party unless they are invited to do so.
- f. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such circumstances.
- g. Both parties agree to only communicate electronically (text, email, or co-parenting app) with each other about issues related to the children.
- h. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

ATTORNEY'S FEES

- 48. Each party shall pay their own attorney’s fees.

MISCELLANEOUS PROVISIONS

49. Petitioner may revert her last name to her maiden name of Godfrey if so desired.

50. Each party is ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

END OF FINDINGS OF DECREE OF DIVORCE

APPROVED AS TO FORM

_____/s/ **JEFF D. RIFLEMAN**_____
JEFF D. RIFLEMAN , Attorney for Respondent
E-signed with permission

** Judge's Electronic Signature, date of entry and Seal of the Court are located in the top right-hand corner of the first page of this Decree of Divorce.*

CERTIFICATE OF DELIVERY

I hereby certify that I caused to be delivered a true and correct copy of the foregoing DECREE OF DIVORCE *via* the court's e-filing system to the following who is a registered e-filer:

Jeff D. Rifleman
Rifleman Law & Mediation
408 W. Indian Summer Dr.

Saratoga Springs, UT 84045
Attorney for Respondent

on the 3rd day of AUGUST, 2026, and again on the 10th day of AUGUST, 2026.

_____/s/JAMES L. HARRIS, Jr._____
James L. Harris, Jr.
Attorney for Petitioner