



Sheri L. Throop (14499)
357 S 200 E Suite 103
Salt Lake City, UT 84111
Sheri@SaltLakeFamilyLaw.com
(801) 748-1502
Attorney for Petitioner

In the District Court of Utah

Third Judicial District, Salt Lake County

In the Matter of the Marriage of
ANNA CATHRYN EASTMAN,
Petitioner

and

CJ EASTMAN,
Respondent

**DECREE OF DIVORCE AND
JUDGMENT**

Civil No. 264904713

Judge Amber M Mettler

Commissioner Russell Minas

The above-entitled matter came before the Honorable Amber Mettler. The Petitioner was represented by Sheri Throop. The Respondent signed an Acceptance of Service, Appearance, Waiver and Consent to Default on September 2, 2026, and the Court therefore enters the Respondent's default. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, hereby enters the following:

ORDERED, ADJUDGED AND DECREED:

1. Petitioner is hereby awarded a Decree of Divorce from the Respondent, such to become final upon signature and entry herein.

Child Custody and Parent-time

2. Both parties shall be awarded joint legal custody and joint physical custody of the minor children of the parties pursuant to the parenting plan below.

Parenting Plan

Pursuant to Utah Code Ann. § 81-9-203, Petitioner submits the following parenting plan:

Custody Provisions

3. Custody and residency shall be exercised as the parties agree. If the parties do not agree, they will share custody equally, with Petitioner having custody of the children on Monday and Tuesday, Respondent having custody Wednesday and Thursday, and alternating which parent has custody from Friday through Sunday.
4. Parent time exchanges will occur at 8:00 pm. The parent gaining custody will be responsible for transportation.
5. Exchanges shall occur as the parties agree. If the parties cannot agree, exchanges shall occur curbside. The party transporting the children will drop the child off at the curb or other suitable position.

The parent transporting shall not get out of the vehicle, and the parent receiving shall not leave the residence.

6. The parties shall continue a 2-2-3 schedule until the children are older, then transition to an alternating week on/week off schedule. This transition will occur by mutual agreement or written order of the court.
7. Each party shall be entitled to a two-week period of period of uninterrupted parent time. Notice shall be provided at least 30 days in advance of the uninterrupted parent-time. In the event the uninterrupted parent-time schedules conflict, Petitioner shall have priority in even years, and Respondent shall have priority in odd years.
8. Holiday parent-time shall be as the parties agree, except for the following:
 - a. Respondent shall have Christmas Eve every year.
 - b. Petitioner shall have Christmas Day every year.
 - c. The parties shall alternate the children's birthdays.
 - d. With the exception of December 24th and 25th above, the parties will split the Winter Break with each party alternating who takes the first half.
9. In the event the parties cannot agree on holiday parent-time, and notwithstanding the above, the holiday provisions contained in Utah

Code Ann. § 81-9-302 will take priority over any other rights to custody or residency. These rights shall be interpreted using Utah Code Ann. § 81-9-302 in general, where it does not conflict with this parenting plan. For the purposes of this paragraph, Petitioner shall be considered the custodial parent, and this designation will not be changed, regardless of any change in custody. This is intended to make sure that the holiday schedule remains the same.

10. Each parent may have the children from 3 p.m. to 9 p.m. on their actual birthday. A parent's birthday does not take precedence over holidays, extended parent-time, or uninterrupted parent-time. If a parent is unable to have the child on the parent's birthday because it conflicts with a holiday, etc, then the parent may have the children on the first day before or after the conflicting holiday.
11. If either parent's work schedule or military obligations change significantly, the parties shall try adjusting the schedule by mutual agreement. If the parties are unable to come to a resolution, the parties shall attend mediation with an agreed upon mediator before filing an action with the court.
12. During Respondent's military training or deployment, the parties shall work together on a temporary parenting schedule. They shall maximize parenting time before and after extended military absences whenever possible.

Decision-Making Authority and Future Disputes Provisions

13. Emergency decisions shall be made by the parent with physical custody of the child at the time of the emergency.
14. Disagreements about issues not covered by an applicable order or statute shall be discussed between the parties, and the reasonable best interests of the minor children will be the basis on which decisions are made at all times.
15. In the event that the parties are unable to agree to a resolution of an issue, they shall seek input from a neutral professional with experience in the field of the issue. For example, for medical issues a pediatrician could provide input, for educational issues a teacher or therapist could provide input. If the parties are still unable to agree, they shall attempt to mediate the issue(s). If mediation does not resolve the issues, the parties will resolve the issue with the Court, by motion. During this process, the status quo will remain in place.

Additional Co-Parenting Provisions

16. If either parent is running late for parent-time exchange, they shall notify the other parent as soon as the delay is known. After the initial discussion, the parent shall have 30 minutes to arrive for the exchange, or alternate arrangements shall be made.
17. When transporting the children, each party will be at the appointed place at the time the parent is to receive the child, and

have the child ready to be picked up at the appointed time and place, or have made reasonable alternate arrangements for the other parent to pick up the child. Unless otherwise agreed, exchanges will occur at a party's home.

18. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child is participating or being honored, and the other parent shall be entitled to attend and participate fully.
19. Pursuant to Utah Code Ann § 81-9-202(19), for emergency purposes, whenever any child travels and will be away for more than 2 nights, all of the following will be provided to the other parent:
 - 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 child's location.
20. Each parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

21. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change or knowledge of an impending change.
22. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
23. Right of First Refusal: Parental care is presumed to be better care for the minor child than surrogate care. If either parent requires childcare for the minor child for an overnight period of time during that parent's scheduled parenting time, that parent shall first offer the other parent the opportunity to care for the child before making arrangements with a third party. The parent requiring childcare shall notify the other parent as soon as reasonably possible, providing the date, time, and expected duration of the childcare need. The other parent shall respond within 3 hours of receiving the notice. If the other parent declines the opportunity or fails to respond within the specified time, the requesting parent may make other appropriate childcare arrangements. The parent exercising their "right of first refusal" shall be responsible for picking up and dropping off the minor children unless the parties agree otherwise in writing.

24. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent. Each parent will also provide the other parent with the name, current address, and telephone number of all surrogate care providers.
25. Special consideration shall be given by each parent trade time to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

*Notice and Parent-Time Responsibilities in the Event of the Relocation of
Either Party*

26. In the event that either party relocates, said party shall provide notice to the other party of the relocation as soon as practicable, but no less than 60 days prior to the relocation. If it is not possible to provide the full 60-day notice, notice shall be given as soon as is practicable.
27. The notice shall be written, or in another format easily presentable at a court hearing.
28. The notice shall state the following:
- a. Where the party is moving to;
 - b. When the party will be relocating;

- c. The reason for the relocation;
 - d. Whether or not the relocating party thinks that the current visitation plan will continue to be tenable; and
 - e. If the notice was provided less than 60 days prior to the relocation, a statement as to why the notice could not have been provided in a timely manner.
29. The intent of this notice is to give both parties an opportunity to assess whether or not the change will require a modification of the current custody order.
30. In the event that a party relocates 150 miles or more from the residence of the other parent, the children shall remain with the non-moving party unless the parties agree otherwise in writing. The provisions of Utah Code Ann. § 81-9-209 are rebuttably presumed to be in the best interest of the minor child.

Miscellaneous Provisions

31. Prior to obtaining any affirmative relief regarding modification of custody or of the parenting plan, the parties will attempt to resolve the issues through mediation. This will not apply in an emergency. The parties may file pleadings or other paperwork prior to mediation to frame the issues or otherwise protect potential rights, but no hearing will be scheduled, nor will affirmative relief be granted.

32. Any mediation required under the parenting plan will be scheduled with the mediator within 1 week of the mediation being requested in writing. The mediation will occur within 3 weeks of the request, unless the requesting party agrees otherwise. The parties will exchange a brief description of the issues to be discussed at mediation one week prior to mediation. The party requesting mediation may determine the mediator, and any fees shall be shared equally at the time of mediation.
33. The Court may review the allocation of costs and attorney fees if the Court determines that the right to request mediation is being inappropriately used. Examples of inappropriate use include intention to harass or annoy, to use the financial consequence of mediation to inappropriately pressure the other party to reach an agreement, or choosing a mediator that is not financially compatible with the parties' financial capabilities.
34. Mediation may be waived if both parties agree in writing that none of the issues can be resolved in mediation.
35. As a result of the joint physical custody and pursuant to U.C.A. 81-6-101 both parents shall contribute to the expenses of the children by maintaining sufficient clothing and personal items at the individual houses to meet the needs of the children while they are with that parent. Any necessary educational expenses shall be shared equally,

with each party paying their portion directly to the educational institution.

36. If the parties would like to enroll a child in an extracurricular activity, they shall first discuss the activity to ensure it does not conflict with other activities. If one party would like to enroll a child in an extracurricular activity and it does not conflict with other schedules, the parent wanting the enrollment shall take full responsibility for that activity, including financial responsibility.
37. The minor children shall attend Wallace Stegner Academy through sixth grade, at which time they will be transitioned into the public school system for junior high and high school. If either party relocates such that the children's attendance at Wallace Stegner Academy is no longer reasonably practicable, the parties shall confer and select a school by mutual agreement.
38. Any international travel must be agreed to in writing.
39. The children's passports shall be in Petitioner's custody in even years and Respondent's custody in odd years. Each child shall receive his or her own passport on their 18th birthday or as soon after as is reasonably practical.
40. In the event of emergency travel (domestic or international), notice shall be provided as soon as reasonably possible.

41. The children shall continue to be raised in the LDS religion.

When each child reaches the age of eight, the child shall be baptized and confirmed a member of The Church of Jesus Christ of Latter-day Saints, provided the child would like to be baptized.

42. Religious participation shall not interfere with the other parent's parenting-time unless otherwise agreed in writing.

43. Respondent shall be entitled to take one or both of the minor children to church on Petitioner's weekend, provided the children would like to attend. Respondent shall provide transportation to and from church. Neither parent shall discourage the children from attending church or interfere with the children's religious attendance or participation.

44. The children shall be raised with kindness, empathy, and respect for others.

45. Neither parent will encourage, instruct, or knowingly permit the children to use racial slurs, ethnic slurs, or other derogatory language directed at any individual group.

46. Both parents will discourage bullying, harassment, and discriminatory behavior.

47. Both parents shall encourage respect and appreciation for people from different backgrounds and cultures.

48. New romantic partners shall be introduced gradually and appropriately. A new romantic partner shall not be introduced to the children until the relationship has continued for at least three months, unless the parties agree otherwise in writing.
49. Both parents shall be mutually restrained from having overnight romantic guests with whom they are not in a stable long term (six months or more) relationship while exercising parent-time.
50. Neither parent shall encourage, promote, or facilitate a gender transition for the minor children during their minority.
51. Neither parent will intentionally encourage or promote specific viewpoints regarding LGBTQ-related topics beyond age-appropriate education or discussions.
52. Both parents are restrained from using illegal drugs or misusing alcohol or controlled substances during their parent-time or while transporting or supervising the minor children.

End Parenting Plan

Provisions Relating to Support Payments

53. Petitioner is employed at Acadia Healthcare, earns \$28.00 per hour, works 32 hours per week and therefore grosses \$3,882.67 per month.

54. Respondent is employed at HCA, earns \$36.56 per hour, works 36 hours per week and therefore grosses \$5,703.36 per month.
55. Base child support for the minor children of the parties is \$170 per month pursuant to the Uniform Child Support Guidelines.
56. The base child support award shall be reduced by 50% for each child for time periods during which a child is with the noncustodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days, or 25% for each child for time periods for at least 12 of any 30 consecutive days of extended parent-time. If the dependent child is a recipient of Temporary Aid to Needy Families, any agreement by the parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.
57. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. 62A-11 Parts 4 and 5 (1953 as amended). This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.
58. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Respondent in

addition to the base child support obligation. Petitioner shall reimburse Respondent 50% of these fees and costs.

59. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.
60. Pursuant to Utah Code Ann. 81-7-102, all monthly payments of child support provided in the order or decree shall be due on the first day of each month, unless otherwise specified.
61. When a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted beginning the month after the event. The adjustment will reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support. The income used for the purpose of adjusting the support shall be the income of the parties at the time of the entry of the most recent child support order.
62. Pursuant to Utah Code 81-6-212, the parties have a right to adjust this child support order by motion after 3 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 a of temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code 62A-11-306.2, if the children 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.

63. Pursuant to Utah Code § 81-6-212, either party has a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (1) material changes in custody; (2) material changes in the relative wealth or assets of the parties; (3) material changes of 30% or more in the income of a parent; (4) material changes in the employment potential and ability of a parent to earn; (5) material changes in the medical needs of a child; or (6) material changes in the legal responsibilities of either parent for the support of others. The change in (1) through (6) must result 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 must not be of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children 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.

64. Regardless of the above, the parties agree that neither party shall be responsible for a child support obligation, primarily due to the joint nature of the custody arrangement. This waiver is modifiable pursuant to Utah Code Ann. § 81-6-212.

Provisions Relating to Health Insurance

65. Respondent shall be required to provide health insurance for the benefit of the minor children so long as it is available to him through employment and/or military benefits.
66. In the event Respondent no longer has health insurance benefits available to him through employment or the military, Petitioner shall provide health insurance for the minor children.
67. In the event Petitioner provides health insurance for the minor children, both parties will share equally the out-of-pocket costs of the premium actually paid for the children's portion of insurance. The children's portion of the premium 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 children of the parties in this case.
68. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including

deductibles and co-payments, incurred for the minor children and actually paid by the parties.

69. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services if applicable, upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.
70. A parent who incurs unreimbursed medical expenses, including dental, orthodontia, eye care, mental health counseling, prescriptions, deductibles, and co-payments shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
71. A parent incurring unreimbursed 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 the verification provisions above.
72. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of

the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

73. In the event that there are two insurance policies for the minor children, the insurance plan of the parent whose birthday falls first in the calendar year is primary, and the insurance plan of the parent whose birthday falls second in the calendar year is secondary.

Provisions Relating to Child Care Expenses

74. The parties shall be responsible for any child care expenses incurred during their parent-time. In the event childcare is used by both households or benefits both parents at the same time (such as shared daycare or before/after-school care), these costs shall be shared proportionately based on the parties' incomes.

Provisions Relating to Debts and Obligations

75. Respondent shall assume and pay, and hold Petitioner harmless from liability on, all debts and obligations incurred by the parties during their marriage, with the exception of the following obligations which Petitioner shall assume and pay: all credit cards in Petitioner's name, student loans in Petitioner's name, and the personal loan in Petitioner's name. Pursuant to Utah Code Ann. 81-4-204 the parties shall notify respective creditors or obligees, regarding the division of

debts, obligations, or liabilities herein and the parties' separate, current addresses.

76. All remaining debts and obligations shall be the responsibility of the party who incurred the particular debt.

Provisions Relating to Vehicles

77. Petitioner shall be awarded the 2017 Nissan Rogue and shall be responsible for all debts associated with it.
78. Respondent shall be awarded the 2009 Toyota Tacoma. Petitioner shall cooperate in the transference of title.
79. Respondent shall be awarded the 2016 Honda cbf300.

Provisions Relating to Personal Property

80. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.
81. During the course of the marriage relationship, the parties acquired certain items of personal property. The parties shall be awarded said property as they have heretofore divided it.
82. All remaining personal property shall be awarded to each of the parties as they have heretofore divided it.
83. Notwithstanding the foregoing, Respondent shall be awarded, as his sole and separate property, the parties' Global Discovery

Vacations vacation package, including any membership, points, or credits associated with it. Respondent shall assume and pay, and hold Petitioner harmless from, any remaining obligation associated with that package, and Petitioner shall execute any documents necessary to transfer it to Respondent.

Provisions Relating to Real Property

84. During the course of the marriage, the parties acquired a home located at 7137 W. Arabian Way, Lot 58, West Valley City, Utah, 84128.

85. Said real property shall be sold as soon as reasonably practicable and the proceeds of the sale shall be applied as follows:

- a. First, pay expenses of sale;
- b. Second, retire any and all mortgages and liens;
- c. Last, the balance remaining thereafter to be divided equally between the parties.

86. Both parties shall execute any necessary documents for the listing and sale of said real property.

87. Pending the sale of the real property, the parties shall each be responsible for one-half of the monthly mortgage payment and the lot fee on the real property, from the date of separation through the date of closing.

Provisions Relating to Alimony

88. Each party is fully capable of supporting themselves and, therefore, neither party shall be awarded alimony.

Provisions Relating to Bank Accounts

89. The parties have no known joint bank accounts.
90. Each party shall be awarded the bank account in his or her own name.
91. Petitioner shall receive a one-time payout of \$0.00 from Respondent's savings account, as Respondent has paid Petitioner in full satisfaction of the parties' agreed equalization payment.

Provisions Relating to Pension and Retirement Related Assets

92. Respondent has pension and/or profit-sharing plans or other retirement benefits. Petitioner shall be awarded one-half of all benefits accrued pursuant to such plans during the period of the parties' marriage from the date of marriage until the date of the entry of the Decree of Divorce herein.
93. The parties shall use Rori Hendrix for the preparation of the Qualified Domestic Relations Order with the parties sharing the cost of this service equally. If Rori Hendrix is not available, the parties shall use another mutually agreed upon attorney with the parties sharing the cost of this service equally.

Tax Exemptions

94. The parties shall share the rights to claim the minor children as exemptions for the purposes of filing federal and state income tax returns as follows:

a. Petitioner is entitled to claim the following minor children as exemptions for the purposes of filing federal and state income tax returns each and every year:

- RGE born 03/24/2024

b. Respondent is entitled to claim the following minor children as exemptions for the purposes of filing federal and state income tax returns each and every year:

- RJE born 03/07/2021

95. Either party may request a completed IRS Form 8332 from the non-claiming party. The completed form will be provided within 7 days of any request.

Attorney's Fees

96. Each party will assume his/her own costs and attorney's fees incurred in prosecuting this action.

Other

97. Petitioner shall obtain her own auto insurance after the current insurance claim is resolved.

98. Petitioner shall be restored the use of her former name, ANNA CATHRYN FULLER, if she so desires.
99. The provisions of the Decree of Divorce shall be interpreted using the principles of good faith and fair dealing and principles of reasonableness as determined by the Court.
100. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

In accordance with the Utah State District Court eFiling standards No 4, and URCP 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper-right hand corner of the first page of this Order along with the court's seal and the date and time the Order was executed.

Certificate of Service

I certify that on September 10th, 2026, I caused the forgoing Decree of Divorce and Judgment to be served on the individuals below by the method noted, in accordance with Utah R. Civ. P. 5:

CJ Eastman
Cj3astman@gmail.com
Via Email

/s/ Marsha Stroh