



Melvin A Cook (7489)
140 W 9000 S, Suite 9
Sandy, UT 84070
Telephone: (801) 746-5075
E-mail: melvinacook@gmail.com

Counsel for Petitioner

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

IN THE MATTER OF THE MARRIAGE OF:

WILLIE JONES

Petitioner,

and

KRISTEN JONES

Respondent

DECREE OF DIVORCE

Case No. 214905240 DA

Judge: Coral Sanchez

Commissioner: Michelle Blomquist

THE COURT, having made its Findings of Fact and Conclusions of Law, and good cause appearing, now enters the following:

DECREE OF DIVORCE

Declaration of Divorce

1. Based on the parties' irreconcilable differences, the marriage between the parties is hereby dissolved and the parties are hereby declared divorced.

Custody and Parenting Time'

2. The Parties shall share joint physical custody of the minor child, Marlowe Grace Jones, born 09-17-2017, with 50/50 equal overnights. The parties shall follow a 2-2-5 schedule, with Kristen having the child on Mondays and Tuesdays and Willie having the child on Wednesdays and Thursdays. The parties shall alternate weekends from Fridays through Monday mornings. However, on Willie's Sundays, Kristen may have the opportunity to take Marlowe to church at her congregation and promptly return Marlowe to Willie after her church services are finished.

3. The parties shall divide the holidays with the child evenly, pursuant to Utah Code Section 81-9-303. Willie is designated as the custodial parent for purposes of determining holiday parent-time.

4. Each parent shall have the child for two (2) weeks of uninterrupted time during the summer break.

(a) Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under this paragraph.

(i) in odd-numbered year, Dad shall provide notice to Mom by May 1; and Mom shall provide notice to Dad by May 15;

(ii) in even-numbered years, Mom shall provide notice to Dad by May 1; and Dad shall provide notice to Mom by May 15.

(b) If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

(c) If both parents fail to provide notice within the time periods described in above, the first parent to provide notice may determine the schedule for summer break for the other parent.

5. The Parties agree to joint legal custody of Marlowe Grace Jones, pursuant to the following Parenting Plan, entered into in good faith by the parties pursuant to Utah Code Section 81-9-101 and 205, and which the parties certify is in the child's best interests.

PARENTING PLAN

6. The parties shall share joint legal custody. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their minor child. Each party may make emergency decisions, or regular day-to-day decisions while the child is in his or her care. The parties shall seek to reach agreement through civil discussion on all major decisions concerning their minor child's general welfare, education, discretionary medical treatment, and religious training. In the event the parties do not mutually agree regarding the minor child, the parties agree to seek the advice of a professional or professionals in the area of disagreement. If the parties still cannot agree after consulting with a professional(s), then they shall mediate the issue prior to seeking court intervention, with each party equally sharing the mediation expense. Neither parent shall have final decision-making authority.

a. Both parents shall have access directly to all school reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

b. Each parent shall provide the other with their current address and telephone number within 24 hours of any change.

c. Each parent shall permit and encourage reasonable telephone contact and virtual parent-time during reasonable hours and uncensored mail privileges with the minor child.

d. The parents shall not use the child as messenger(s) to take information back and forth between parents. Rather the parents shall either set up e-mail accounts or communicate in writing or by telephone to discuss the minor children and any issues involving them.

e. Both parents shall be respectful when exchanging the child at their parent-time. In addition, neither shall discuss legal or financial issues in the presence of the children.

f. The parties shall use a shared calendaring system, such as Our Family Wizard, or google calendar or cozi.com or other joint parenting calendar app., in order to share the children's schedules and events and schedule parent-time.

g. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure:

1. An itinerary of travel dates;
2. Destination;
3. Places where the children or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
4. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld. For times when the children are not traveling, the children's passports will remain in the care of the primary custodial parent.

h. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

i. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

j. 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, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

- (a) the best interests of the child;
- (b) each parent's ability to handle any additional expenses for virtual parent-time; and
- (c) any other factors the court considers material.

k. Each parent may determine the surrogate care provider(s) during his or her own parent-time. Each parent shall provide all surrogate care providers with the name, current

address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

l. Both parties shall work together to enforce consistent disciplinary rules, i.e., for doing chores in a timely manner and for completing homework on time.

m. The parents shall consult and confer with each other with respect to all major decisions. The parties shall follow the dispute resolution procedure set out below.

Mutual Restraint

n. The parties shall be subject to the following mutual restraints:

1. The parties shall not make disparaging remarks to one another or to their minor children about one another or in the minor children's presence, either verbally, in writing, or otherwise;

2. The parties shall not discuss the issues of this case in the presence of the minor children. An exception is allowed for discussion in therapy sessions where these issues may be discussed at the discretion and direction of the therapist if it is deemed appropriate for the minor children's therapeutic progress;

3. The parties shall not involve the minor child in this matter;

4. The parties will shield the minor children from third parties who are violating the terms of this section.

Religion

o. Both Parties agree to work together and accommodate church-related activities for Marlowe without the need for written consent, in the same manner as any other extracurricular activity.

Medical

p. The parties shall continue to use their current pediatrician as the children's primary care pediatrician until and unless they agree otherwise in writing or the Court determines otherwise.

q. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

Child Support

7. Child support will be calculated in accordance with state guidelines and will include the income from one full-time job for each party.

8. Willie's current gross monthly income is \$7,351 per month.

9. Kristen's current gross monthly income is \$4,973 per month.

10. Child support is awarded to Kristen in accordance with the parties' incomes and the Uniform Child Support Guidelines, using the joint physical custody worksheet with Petitioner having 182 overnights and Respondent having 183 overnights with the child. Unless the Court orders otherwise, support for each child terminates at the time (1) 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, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 80-7-102 et seq.

11. Based on the joint custody worksheet and in accordance with the parties' gross incomes, the Petitioner shall pay to the Respondent child support in the amount of \$125.00 per month.

a. Child support payments shall begin the month immediately following the entry of the order for child support.

b. Under Utah Code Section 81-6-212(5) 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-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.

d. Under Utah Code Section 81-6-212(3) and (4) the parties have the right to petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances. A change in the based combined child support obligation table is not a substantial change in circumstances for purposes of this paragraph. For purposes of this paragraph, a substantial change in circumstances may include:

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 child; or

vi) material changes in the legal responsibilities of either parent for the support of others.

Child's Medical Expenses

12. Petitioner shall maintain insurance for the child's medical expenses as long as it is available to him at a reasonable cost through his employers and the parties shall split the out-of-pocket costs thereof pursuant to Utah Code 81-6-208 as more fully set forth as follows:

a. Petitioner shall maintain medical, hospital and dental care insurance for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children. If there is double coverage, the Petitioner's insurance plan shall be designated as primary, and the Respondent's insurance plan shall be designated as secondary. If there is double coverage, then neither party shall owe the other reimbursement for their share of the out-of-pocket cost of the premium.

b. Both parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including premiums, deductibles, co-insurance and co-payments, incurred for the dependent children and actually paid by a party.

c. The child's portion of the premium is a per capita share of the premium actually paid.

d. The premium expense for a child 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 children in the instant case.

e. If the Petitioner is the only parent who maintains coverage for the child, then he shall receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. As stated above, if there is double coverage, each parent shall pay the premium for their own coverage for the child.

f. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Service under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year.

g. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar⁴ days of the date the parent first knew or should have known of the change.

h. The party who incurs health care expenses shall provide written verification of the cost and payments of those health care expenses to the other party within 30 days of payment.

i. A party incurring health care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

CHILD CARE EXPENSES

13. Pursuant to Utah Code Section 81-6-209, each parent shall share equally the reasonable work-related childcare expenses of the parents.

a. The parents shall share equally the reasonable work-related child care expenses of the parents.

b. If an actual expense for child care is uncured, a parent shall begin paying his share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

c. A parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

d. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change.

e. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expense fails to comply with the immediately preceding subparagraph.

Extracurricular Activities and Costs for Minor Child

14. The Petitioner shall pay for the expenses associated with the child's soccer activities.

15. The Parties agree to split equally the cost for all extracurricular activities other than soccer for the minor child, Marlowe Jones for any such other activities that are agreed upon in writing, equally. This includes all monthly costs as well as additional costs for miscellaneous items related to the activities.

16. The Parties agree to consult one another and mutually agree prior to registering Marlowe for any extracurricular activities.

17. If the Parties don't agree, the parent wanting to enroll Marlowe in that activity will assume all costs.

18. Marlowe will be allowed to continue with current soccer club.

Tax Debt

19. Willie shall be solely responsible for the parties' 2021 joint tax debt owed to the IRS. Kristen will not owe Willie any repayment of the parties' joint 2021 tax debt. This is due to Willie previously agreeing to pay the back taxes if the Parties filed a joint return for 2021 taxes, as it benefited him.

Tax Benefits for the Minor Child

20. The Parties agree that they will alternate years claiming the minor child. Willie will have even years and Kristen will have odd years. Willie's right to claim the minor child is

conditioned upon his being current on his child support obligation by the end of the tax year for which he seeks to claim the child.

Division of Retirement Accounts

21. The parties shall divide the retirement accounts equally, 50/50, pursuant to a QDRO. If one party has more money in a retirement account than the other, that account will be used to divide the retirements equally, pursuant to a QDRO. Willie's outstanding 401(k) loan shall not be considered in the division.

Removal of Belongings

22. Kristen shall be permitted to remove her remaining belongings from the home no later than August 28th, 2026, including but not limited to the following items:

23. Personal items from the bedroom/closet

24. Remaining items in the basement

25. Rocking chair

26. One basket, and a blanket from the living room

27. Remaining pans that belong to the set that Kristen has

28. Picture frames: Kristen has offered Willie to purchase replacement frames for the frames Kristen is taking, and Willie may keep the frames containing pictures that are currently in his possession.

29. Each party will their belongings within two (2) weeks of the signing of this agreement.

Mobile Phone Lines and Responsibility

30. Both Parties agree that Kristen will remove Willie's mobile phone line along with the lines belonging to adult children, Maya Jones and Maren Jones from the phone plan by August 28th, 2026. Willie agrees that he will bring the account current by then.

31. Kristen will retain her own mobile phone line, and the line attached to Marlowe's watch.

32. Willie shall be responsible for bringing the mobile phone bill current before the lines can be removed.

33. Willie is responsible for any balances related to the phones purchased for the adult daughters, as he took them to purchase new phones.

34. Willie agrees to continue paying for Maya and Maren's lines and devices.

Alimony

35. Neither party is awarded any alimony, past, present, or future.

No Real Estate

36. There is no real estate that needs to be divided.

MISCELLANEOUS

37. Each party shall be solely responsible for his or her legal fees and court costs incurred in connection with this matter.

38. At her option, the Petitioner shall be restored the use of maiden name of Kristen Smith.

39. Both parties shall sign and fully execute whatever documents are necessary for the implementation of the provisions of this divorce decree. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

**** SIGNED BY THE COURT ELECTRONICALLY IN THE UPPER CORNER OF THE
DOCUMENT ****

APPROVED AS TO FORM:

Kristen Jones, Respondent (signed electronically
by Melvin A Cook with permission from Kristen Jones)

RULE 7(f) NOTICE

Pursuant to Rule 7(f), Utah Rules of Civil Procedure, a true and correct copy of the above document, DECREE OF DIVORCE, was served by being emailed, on this day of August 18, 2026 the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven (7) days after service. Should no objections to this order be submitted to the Court and counsel within five days after service, this Order shall be presented to the Court for entry and signature.

KRISTEN JONES
5208 W CANNAVALE DRIVE
HERRIMAN, UT 8409
kristensjones@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day of August 10, 2026, I served a true and correct copy of the foregoing document by email as follows:

KRISTEN JONES
5208 W CANNAVALE DRIVE
HERRIMAN, UT 8409
kristensjones@gmail.com

/s/ Melvin A Cook
Melvin A Cook