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IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
IN THE MATTER OF THE MARRIAGE OF: JORDAN PETERSON, an individual, Petitioner, & MATTHEW PETERSON, an individual Respondent.	DECREE OF DIVORCE Case No: 254902108 Judge: Jeff Mann Commissioner: Joanna Sagers

The Court having entered Respondent's default, the pleadings on file herein, having established jurisdiction, and having entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Provisions Relating to Jurisdiction

1. Petitioner is a bona fide resident of Salt Lake County, State of Utah, and currently resides there along with the parties' minor children.

2. During the marriage, the parties resided in the state of Utah and this Court has jurisdiction over Petitioner pursuant to Utah Code § 81-4-402(1).

3. The parties have been married since May 3, 2016, were married in the State of Utah, and are presently married. The parties separated on or about March 13, 2025, and do not currently reside together.

4. Utah is the home state of the parties' minor children, and Utah has jurisdiction to make an initial custody determination under Utah Code § 78B-13-201(1), in that the minor children have lived in Utah with a parent for at least six consecutive months immediately prior to the commencement of this action.

Provisions Relating to Grounds

5. During the marriage, the parties experienced one or more of the grounds for divorce pursuant to Utah Code § 81-4-405(1).

Provisions Relating to Debts and Obligations

6. During the marriage, the parties acquired certain debts and obligations. Each party shall be ordered to assume and pay the debts and hold the other harmless as follows:

7. **Secured Debt:** Unless otherwise agreed, ordered, or addressed specifically herein, each party awarded property herein shall also be responsible for the debt associated therewith, if any, and shall hold the other harmless with regard to same. The parties shall make all reasonable efforts to remove the other party's name from said debt, up to and including refinancing, in the event the names of both parties are currently associated with the debt on that property. Until such time as the other party's name is removed and such debt(s) refinanced,

both parties should be prohibited from making any late payments on such debts (with late being defined as “one or more days overdue”).

8. **Other Debt:** To the extent the marital couple are in debt beyond that identified herein, Petitioner is not aware of it. Any debts unknown to Petitioner are, by definition, both the fault and sole responsibility of Respondent and are therefore assigned to him. Any such debt, and any other debt not specifically identified herein, shall be the sole responsibility of Respondent. The parties shall make all reasonable efforts remove the other party’s name from debts, up to and including refinancing, in the event the names of both parties are currently associated with a debt. Until such time as the other party’s name is removed and such debt(s) refinanced, both parties shall be prohibited from making any late payments on such debts (with late being defined as “one or more days overdue”).

9. Pursuant to Utah Code § 81-4-406(4)(c), the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein, and provide said persons or entities with the parties’ separate and current addresses.

Provisions Relating to Personal Property

10. During the marriage, the parties acquired certain items of personal property which should be divided as set forth herein, or to the extent not set forth herein, should be divided as the parties agree. If the parties cannot agree as to the disposition of any personal property not otherwise disposed of between them, said personal property should be divided equitably between them—with the exception that Petitioner’s 2023 Volkswagen Atlas and 2018 Jeep Grand Cherokee shall be awarded to Petitioner in any case. Respondent is awarded his

music equipment and personal items. The parties will coordinate an exchange of personal property through counsel.

11. **Separate Property:** Unless objected to or otherwise disputed during this litigation, items or heirlooms received by inheritance or gift through a family-line are the sole property of the person who received the inheritance, heirloom, or gift, so long as the status of said property as separate, rather than marital, has been so determined by the Court.

12. **Accounts:** To the extent the parties have accrued accounts, interests, and other financial asset accounts during their marriage, unless otherwise agreed, ordered, or identified for separate treatment herein, the value of those accounts shall be calculated as of the date of entry of this Decree. The parties shall work together in timely fashion and cooperate fully to remove one other's names from accounts on which they both appear and in any other way necessary to bring about the division of assets set forth in this Decree.

13. **Personal Effects:** Each party shall be awarded their own personal effects subject to the divisions set forth herein, agreed, or otherwise ordered.

Provisions Relating to Retirement Accounts

14. To the extent the parties have acquired pensions, retirement benefits, 401(k)s, investment or brokerage accounts, IRAs, deferred compensation plans, or any other retirement interests (together, the "Retirement Assets") during the marriage, disposition of those Retirement Assets shall be as follows:

15. Petitioner is awarded the entirety of all Retirement Assets associated with her name, arising from her employment or earnings, or otherwise acquired through, by, or in

relation to her or any entity under her control, as well as any other Retirement Assets not expressly awarded to Respondent herein. Respondent is awarded the entirety of his Roth IRA (Account 1230) and his Traditional IRA (Account 1225). To the extent a Retirement Asset is not covered by the language above or is otherwise unknown to either party and later discovered, it is awarded to Petitioner.

Provisions Relating to Real Property

16. During the marriage, the parties acquired real property located at 8415 South Stonefield Road Sandy, Utah 84094 (the “marital home”). The marital home has been funded with premarital assets and assets solely earned and contributed by Petitioner. Respondent has contributed nothing to the house at any time and has verbally relinquished his rights repeatedly both before and during the marriage to any and all equity proceeds, therefore, Petitioner shall be awarded 100% of the equity therein. The marital home shall be awarded to Petitioner for her use and an enjoyment for all times up to, upon, and after entry of the Decree of Divorce.

Provisions Relating to the Minor Children

17. The parties have three children born as issue of this marriage

- a. A.O.P., born March 2017.
- b. J.L.P., born June 2020.
- c. E.E.P., born October 2023.

18. Pursuant to Utah Rule of Civil Procedure 100(a), Petitioner states, upon information and belief, that there are no proceedings for custody, child support or parent-time,

or a criminal or delinquency case regarding the above-named minor child filed or pending in the Juvenile Court of this or any other state.

19. There is, however, a Protective Order recently entered against Respondent for the protection of Petitioner (and by extension, the minor children, who are not parties to said Protective Order), which arises from Respondent's actions, including, but not necessarily limited to, recent acts of domestic violence committed by Respondent against Petitioner and the minor children. *See Peterson v. Peterson*, Case No. 254901403.

20. **Child Custody:** Petitioner has been a central and primary caregiver for the minor children since their births, including providing effective and loving care and primary decision-making for and relating to the minor children. This includes, but is not limited to, making major decisions concerning the children's health, safety, welfare, education, and activities in which the children engage and to which they should or should not be exposed.

21. Accordingly, it is in the best interests of the parties' minor children that Petitioner be awarded sole legal and physical custody.

22. **Parent-Time:** Parent-time shall be as the parties agree. Respondent was charged with assault, enhanced with domestic violence in the presence of the three minor children, and destruction of personal property. He is currently incarcerated in relation to those charges. A Protective Order is in place. Respondent's parent-time, if any, shall be supervised indefinitely until such time as a review hearing shall occur to determine Respondent's fitness to begin unsupervised parent-time. In any case, Respondent shall not begin unsupervised parent-time unless and until Respondent is ordered to undergo a full psychological evaluation

that includes domestic violence and drug addiction components. Respondent shall follow all doctor's recommendations and orders as far as treatment following the evaluation and shall re-engage in prior psychological medication regimes. Respondent shall be ordered to complete anger management therapy. Prior to parent-time with the minor children, Respondent and the minor children shall engage in reunification therapy, and the therapist shall have input to determine the pace of Respondent's parent-time. In addition to the above, parent-time shall not re-initiate absent Court approval. Petitioner shall be designated the custodial parent and primary caregiver where such a designation is necessary or appropriate. The receiving party is responsible for pick-up of the minor children during parent-time exchanges.

23. **Drugs and Alcohol:** The parties are restrained from consuming or attempting to acquire illegal drugs, and from abusing any drugs that are prescribed to them or anyone else by a physician. Said abuse includes, but is not limited to, taking more or less than the prescribed dose, refusing or failing to take prescribed medication, taking prescribed drugs in any dose whatsoever that have been prescribed to someone else rather than the party, taking prescribed drugs for purposes other than those for which the drug is intended or prescribed, or taking drugs with expired prescriptions. The parties shall also be restrained from drinking alcohol to excess while the minor children are in their care and shall be prohibited entirely from using marijuana or any related derivatives thereof, no matter the form of ingestion, while the minor children are in their care and shall be likewise prohibited immediately before and after parent-time. Respondent is ordered to submit to monthly drug tests. In the event he fails a drug test, Respondent is ordered to complete drug treatment.

24. **Virtual Parent-Time:** Both parents shall allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours during the other party's parent-time.

25. **Address, Email Address, and Phone Number:** The parties shall always keep each other informed of his or her address, email address, and telephone number, and shall inform one another of any changes to the above within twenty-four (24) hours of becoming aware of the change.

26. **Holidays:** Holiday visitation shall be as the parties agree, or if the parties cannot agree then the schedule will track the standard holiday visitation schedule contained in the Utah Code § 81-9-302 only once Respondent has completed the treatment and reunification as described above, and the therapist recommends that holiday time should begin. Respondent shall be designated as the non-custodial parent.

27. **Child Support:** Petitioner is imputed at \$41,666 per month for child support purposes. Respondent has been unemployed for the majority of the marriage, but periodically taught music lessons. He has extensive musical capabilities, and is therefore imputed at \$3,466.00 per month for child support purposes. Child support is awarded to Petitioner to be paid by Respondent in the amount of \$451.00 per month in accordance with Utah Code § 81-6-101 and the child support worksheet filed concurrently herewith. Respondent's child support obligation will not begin, however, until Respondent is a) no longer incarcerated, and b) has completed the therapeutic and reunification steps as described above and begins exercising parent-time.

- a. Child support shall be paid until (1) the minor child reaches the age of majority or graduate High School in the 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 § 78A-6-801.
- b. Child support shall be paid as the parties agree, or if they cannot agree in two increments each month, half on the 5th and half on the 20th of each month.

28. **Medical Insurance Coverage:** The parties shall be ordered to maintain in force all extant health insurance for the minor children when it is available at a reasonable cost and the insurance coverage is accessible to the children. If the extant coverage lapses or otherwise ceases to be available, Petitioner shall be responsible for immediately obtaining reasonably equivalent coverage for the minor children. If at any time, the child is covered by the insurance plans of both parents, Petitioner's plan shall be designated the primary coverage and Respondent's plan, if any, shall be secondary coverage for the children. If a parent remarries and his or her dependent child is not covered by that parent's insurance, but is covered by the stepparent's plan, the stepparent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation and primary or secondary insurance. The party who carries the insurance on the child shall provide proper verification of health, optical, hospital, dental and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any change of

insurance carrier, premium, or benefits within thirty (30) days of the date he/she first knew or should have known of the change.

29. **Medical Insurance Premiums:** The parties shall be jointly and equally responsible for the out-of-pocket costs of the premium actually paid for the minor children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the total coverage and should be calculated by dividing the premium amount by the number of persons covered under the policy and then multiplying the results by the number of minor children of the parties.

30. **Out-of-Pocket Medical Expenses:** The parties shall be jointly and equally responsible for all reasonable and necessary health, optical, hospital, dental, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, and other medical insurance coverage and all reasonable and necessary uninsured health, optical, hospital, dental, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent. In the event either party incurs health, optical, hospital, dental, and other medical expenses for the parties' minor children, that party shall provide written verification of the costs and payment of such health, optical, hospital, dental, or other medical expenses to the other party within thirty (30) days of payment. In addition to any other sanctions provided by the Court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

31. **Taxes:** Petitioner shall retain and claim the child tax credits for the minor children in odd years beginning in 2025, with Respondent claiming the credits in even years so long as he is current on his child support obligation by December 31st of that tax year.

32. **Romantic Guests & Relationships:** The parties shall be prohibited from entertaining romantic overnight guests at their place of residence (or any other place) while exercising parent time with the minor children.

33. Both parties shall also be restrained from introducing the minor children to any third parties with whom Petitioner or Respondent are romantically involved,¹ unless and until said third party has been in a serious and committed dating relationship with Petitioner or Respondent for at least six (6) months or is engaged to be married to Petitioner or Respondent.

34. **Advisory Guidelines:** It is in the best interest of the minor children that the parties be bound by the advisory guidelines as contained in Utah Code § 81-9-202.

35. **Relocation:** The parties shall follow the provisions of Utah Code § 81-9-209 regarding any relocation, with the exception of the 75-mile modification previously mentioned herein.

36. **Activity Costs:** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for the activities that the children are enrolled in, now or in the future. Any additional activities must be agreed upon in advance in writing for the cost to be divided equally. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall

¹ With “romantically involved” being defined as to give the term its broadest possible meaning.

submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

Miscellaneous Provisions

37. **Alimony:** Both parties have a history of gainful employment and are capable of supporting themselves in a coparenting household, therefore, no alimony shall be awarded, including but not limited to, the “fault” provisions contained in Utah Code § 81-4-502 and Respondent’s choice to engage in one or more behaviors described therein. Respondent has not worked during the marriage but has the ability to support himself. As such, Respondent is not awarded alimony, now or in the future.

38. **Mediation Before Litigation:** If the parties have a dispute concerning an issue under the Decree that they cannot directly resolve, or if they wish to modify the Decree in any way and are unable to agree directly in writing on said modification, the parties shall be required attempt good-faith resolution of said dispute/potential modification via mediation with a certified domestic relations mediator before pursuing their potential legal remedies or other review in court.²

39. **Major Decisions & Final Say:** Absent emergency, the parties shall discuss all major decisions concerning the minor children together prior to either party making said decision, and attempt in good faith to reach an agreement. In so doing, the parties shall focus on

² With “pursuing” being defined as to require the parties to attempt mediation in good faith not only before any hearing or argument before the Court occurs on the issue(s) in question, but also before filing any motion, petition, pleading, request, or other document with the Court in which any legal remedy for, or any Court review regarding, the issue(s) in question is sought.

objective criteria as much as possible, facts, and above all the best interests of the minor children above their own interests or personal preferences. The parties may involve any professional who may be of assistance in helping them make major decisions, but neither party shall be required to engage jointly with a professional at the behest of that party absent agreement of the parties. In the event the parties are unable to reach an agreement regarding a major decision, Petitioner shall have the right to make the final decision after full and fair consideration of all relevant and objectively reliable information, as well as the opinions and viewpoints of Respondent.

40. **Restoration of Maiden Name or Other:** Petitioner's maiden name, or any other name change that she may so choose, may be legally restored to her or changed by her at her sole discretion.

41. **Mutual Restraining Order:** The parties shall both be restrained from disparaging the other party to, or in the presence of, the minor children, shall instruct third parties to also be so restrained in the minor children's presence. Both parties shall be restrained from discussing this or any other legal matter between them, or any other "adult" or otherwise inappropriate topics, with or in the presence of the minor children, and are to instruct any third parties to also be so restrained. The parties shall be permanently restrained from harassing, stalking, threatening, monitoring (be it physical or electronic), or otherwise harming or seeking to harm the other party (or causing a third party to engage in any of these restrained activities toward the other party) at any time or in any place.

42. Both parties shall also be restrained from accessing any electronic account, profile, handle, avatar, or other electronic persona, belonging to or associated with the other party—even if the access is obtained via saved passwords or login information, previously known, guessed, or shared passwords or login information, or otherwise seemingly “legitimate” means. In the event either party discovers such access is possible, they are required to notify the other party immediately and provide details as to how the access was obtained. The other party shall then take reasonable measures to secure the account. Neither party may create or otherwise establish or maintain any social media accounts for, with, or in the name of the minor children, without the express written consent of the other party.

43. **Delivery of Documents and Duty to Sign Documents:** Each party shall be 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. Should a party fail to execute a document within 60 days of the entry of their divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask 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

44. **Attorney’s Fees:** The parties are each responsible for their own attorney’s fees associated with this divorce action.

WHEREFORE, Petitioner is granted a divorce from Respondent, the same becoming

final upon entry.

**[ENTERED BY THE COURT AS INDICATED BY THE STAMP AND SEAL AT THE
TOP OF THIS PLEADING]**

NOTICE

****Pursuant to agreement of the parties, the Rule 7(j) objection window has been modified to forty-eight (48) hours.**Please take notice that pursuant to Rule 7(j), of the Utah Rules of Civil Procedure, a copy of the foregoing document has been served to you in accordance with the Certificate of Service below. This document will be signed and entered by the Court unless objected to within forty-eight (48) hours from the date below on the Certificate of Service. Any objections must be filed prior to that time and served upon counsel.**

CERTIFICATE OF SERVICE

I HEREBY certify that on the 9th day of September 2026, a true and correct copy of the foregoing document was served via email upon all counsel of record.

/s/ Katelyn Kendall
Katelyn Kendall
Paralegal to Kyle E. Witherspoon