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**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR WEBER COUNTY, STATE OF UTAH**

In the matter of the marriage of CODY MONSON, and EMILY P. MONSON.	DIVORCE DECREE Civil No.: 254902094 Judge: Camille Neider Commissioner: Brandon Richards
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This matter came before the Court on the Petition for Divorce and Counterpetition for divorce filed by Petitioner CODY MONSON (“*Cody*”) and Respondent EMILY P. MONSON (“*Emily*”), respectively. The parties have reached an agreement regarding all issues in this matter. The Court, having reviewed the pleadings and Stipulation for Divorce, finding that the parties knowingly and voluntarily entered into an agreement, and finding the terms of the same to be equitable and fair, and having entered appropriate Findings of Fact and Conclusions of Law, hereby ORDERS, JUDGES, and DECREES as follows: The parties are hereby granted a divorce, and their marriage is hereby dissolved upon the entry of this Decree, on the ground that

the parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible.

1. CHILDREN: That during the course of the marriage, the parties have had two (2) children born as issue of said marriage, to-wit: N.M. born 10/12/2020, and E.M. born 5/16/2022 . No other children are now expected.

2. CUSTODY AND PARENT TIME:

a. Physical Custody. That the parties should be awarded the joint physical custody, care, and control of the minor children of the parties.

b. Legal custody. The parties should be awarded joint legal custody of the minor children of the parties consistent with the advisory guidelines as outlined in Utah Code §81-9-202.

c. Parent-time. The parties should be awarded equal parent time (50/50) as outlined in Utah Code §81-9-305 as follows:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Week 1	Mom	Mom	Mom	Dad	Dad	Dad	Dad
Week 2	Dad	Mom	Mom	Dad	Dad	Mom	Mom

- i. The parties should exchange the minor child at the time the minor child's school begins or at 8:00 a.m. if school is not in session.
- d. Due to the age of the minor children, the parties should allow some flexibility in the parent-time schedule to account for the children's jobs, extracurricular activities, etc.
- e. Cody currently has a job that has TDY that are out of state. Emily is entitled to all over-night parent time with the children when he is traveling.
- f. Regardless of whether it is work or personal there is a first right of refusal for all overnights between the parties.
- g. Holiday/extended parent-time. The parties should be awarded holiday and extended parent-time as outlined in Utah Code §81-9-303. Cody should be the custodial parent for the purpose of interpreting the holiday calendar only.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
President's Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends	Even years	Odd years

	upon delivering the minor child to school on the day that school resumes.		
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years

Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 9:00 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	<div style="border: 1px solid black; padding: 5px;"> <p>(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends</p> </div>	Even years	Odd years

	<div>upon delivering the minor child to school on the day that school resumes.</div>		
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	<div> (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break. </div>	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

- a. Transportation. Pursuant to Utah Code §81-9-202(5) the parties should equally divide the transportation between them as follows: each party should drop off the minor children to the other parties' residence or reasonably designated location at the end of their parent time, unless otherwise agreed by both parties.

- b. Relocation. Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party should comply therewith.
- c. Decision Making. Each of us shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, we will seek input from treating physicians/educators. Both of us shall be provided with the input.
- d. If we cannot agree after making a good faith effort to come to an agreed upon decision then the parties shall attend mediation and then if still unable to reach an agreement either party may file a motion with the court.
- e. School. Noah shall attend Thrive Learning Center and Elizabeth's school shall be determined by the parties next year. If they cannot reach an agreement after following the dispute resolution section, they can have the matter decided by the Court.
- f. Communication. The parties should communicate civilly and in a professional manner with each. The parties should respond to all correspondence in a reasonable manner. The parties should continue to communicate via telephone, e-mail and text. However, if one parties elects then the parties shall use Our Family Wizard for communication. The parties shall use a joint calendar to put all of the children's activity. Both parties have an affirmative duty to be on all apps, portals that the children are involved in. The parties shall prevent third parties from talking about the other parent in a negative light in front of the children.

- g. Children's Communication. The parties should allow the children to talk to the other party whenever they wish and will not block, monitor or interfere with the communication between the children and the other parent. The parties will make sure that during long parent time durations that they give the children access to the other party via electronic visitation.
- h. Personal items. The parties shall have all items that the children may need at their respective homes. Should the children have any special items then those should be returned to the other parents house. The children's clothes and possessions should generally be returned to each other in a timely fashion.

3. CHILD SUPPORT:

- a. For child support purposes, Cody's income gross is \$9,461 per month and he works at Hill Air Force Base. Emily's income is imputed at \$3,000 with the Respondent working at Tailored Tails.
- b. Based on the Utah Child Support Guidelines. Cody should be ordered to pay Emily child support in the amount of \$943 per month, commencing June 1st, 2026. This amount is based on the current parent time schedule taking into account that Cody has TDY's every month, thereby equally Cody having 156 overnights and Emily having 209. Once Cody is no longer doing regular TDY's then child support can be calculated on a 183/182 overnight basis with Cody paying \$520 a month. There are no child support arrears owed by Cody.

- c. Pursuant to Utah Code §81-7-102, the child support payment should be payable either in full by the first (1st) day of each month or it will be due ½ by the 5th and ½ by the twentieth (20th) of each month.
- d. The child support obligation should continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties should automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).
- e. Pursuant to Utah Code §81-6-202(10)(f), an order authorizing Universal Withholding of Relief may issue if the obligor becomes thirty (30) days delinquent in the payment of child support.

4. HEALTH INSURANCE:

- a. Code. Pursuant to Utah Code §81-6-208, the parties should maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment. Cody is currently providing the Health Insurance through his employment.
- b. Apportionment of Medical Insurance Premium. Each party should pay one-half (½) of the minor child's portion of the medical, dental, and vision insurance premium.
 - i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor

children. These monies should be removed from child support.

- ii. The party with insurance should provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party should notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.
- c. Out-of-Pocket Costs. Each party should pay one-half ($\frac{1}{2}$) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.
- d. Reimbursement. The party who incurs health care expenses should provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party should reimburse their one-half ($\frac{1}{2}$) within thirty (30) days of receipt of the verification.
- e. Compliance. The party incurring 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 the party incurring the expenses fails to comply with this section.
- f. Double Coverage. Pursuant to Utah Code §81-6-208(7)(c) if, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of the Petitioner should be primary

coverage for the dependent child and the health, hospital, or dental insurance plan of the Respondent should be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums offset and neither party should pay a portion of the other party's premium—regardless of any disparity in the premium cost.

5. CHILDCARE: Pursuant to Utah Code §81-6-209 the parties will equally share the costs of out-of-pocket childcare costs for work, by each paying during their time. Should the parties schedule change and they do not have 50/50 custody this provision may be revisited.
6. EXTRACURRICULARS AND SCHOOL FEES:
 - a. The parties should split equally all costs for any agreed upon in writing extracurricular activities and ensure that the children attend during their time and participate.
 - b. Should the parties not agree on an extra-curricular activity then the other party may still sign them up and take them on their time. They are also responsible for 100% of the costs. A party may attend all activities the children participate in regardless if they have paid any costs.
 - c. The parties should split equally all school fees, including school lunches.
7. INCOME TAX DEDUCTIONS:

- a. Two children. Cody shall be awarded the right to claim E.M. and Emily shall be awarded the right to claim N.M.
- b. One child remaining. Cody should be awarded the right to claim E.M. in even years. Emily should be awarded the right to claim E.M. in odd years.
- c. Pursuant to Utah Code §81-6-210, Cody must be current on child support in order to claim the children for tax purposes.
- d. Upon reasonable advance notice and request, each party should provide the other a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

8. REAL PROPERTY:

- a. The parties have already sold the marital residence and divided the net equity between them. No further property, assets, or financial issues remain for determination by the Court.

9. PERSONAL PROPERTY:

- a. Cody should be awarded the personal property currently in his possession.
- b. Emily should be awarded the personal property currently in her possession.
- c. All other marital property has been divided.
- d. Cody should be awarded the 2004 Tahoe and the Ford F-150, both the 2019 and the 1991 and any accompany debt, and the two Yamahas. Cody shall make sure that he pays the insurance on these vehicles.

- e. Emily should be awarded 2022 Kia Telleride and any accompanying debt and the flatbed trailer.

10. DEBTS:

- a. Each party should be responsible for any and all debt in their name or incurred in their individual capacity since the date of separation which occurred on or about November 19, 2025.
- b. Each of the parties should be ordered to assume, pay and discharge any individual debts and obligations which he or she may have and to indemnify and hold the other party harmless from all loss, liability or expense which he or she may incur in the event he or she fails to do so.

11. ALIMONY:

- a. That no alimony should be awarded to either party whether past, present or future and both parties waive any claims.

12. RETIREMENT BENEFITS:

- a. That the parties should be awarded their respective retirement accounts free and clear of any interest in the other.
- b. That the parties should exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange should occur within sixty (60) days of the entry of the Decree of Divorce and each party should cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.

13. MAIDEN NAME: That Emily shall be restored to her maiden name, Burton if she so desires.

14. CIVIL RESTRAINING ORDERS:

- a. Each party should be permanently restrained from bothering, harassing, annoying, threatening or harming the other.
- b. The parties should not malign or defame the other.
- c. The parties should not interfere with the lives and relationships of the other or with family members of the other party.
- d. The parties should be mutually restrained from disparaging one another to the children, alienating, or otherwise interfering with the other's relationship with the children.
- e. The parties should be restrained from making any derogatory comments in the presence of the children or allowing any third party to.
- f. Both parties are given notice that all access to electronic passwords and data is hereby revoked, such as Gmail passwords, Netflix, Hulu, car or garage codes, etc. The parties cannot monitor or track the other party with devices that they may have had. Should the parties have any images of the other party in an indecent fashion it should be deleted and not disseminated in any fashion.

15. ATTORNEYS FEES:

- a. That each of the parties should pay their own attorney fees and court costs.
- b. That if either party defaults in his or her obligation hereunder, or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the

non-prevailing party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

End of Document – Court’s Signature Appears at top of First Page

Respectfully submitted by:

Robertson Alger & Spjute

/s/ Travis J. Robertson

Travis J. Robertson, Esq.

Attorney for Respondent

Approved as to form and content:

/s/

Jaime Richards, Esq.

Attorney for Petitioner

E-signature added with permission