



Travis J. Robertson, Esq. (14769)  
**Robertson Alger & Spjute**  
8 East Broadway, Suite 550  
Salt Lake City, Utah 84111  
Phone: (801) 478-8080  
Fax: (801) 478-8088  
[travis@robertsonalger.com](mailto:travis@robertsonalger.com)  
*Attorneys for Respondent*

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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  DUSTIN JIM MAHONEC  and  ANDREA MAHONEC.	<b>DIVORCE DECREE</b>  Civil No: 264900136  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 DUSTIN JIM MAHONEC (“***Dustin***”) and Respondent ANDREA MAHONEC (“***Andrea***”), respectively. The Court having reviewed the pleadings and having entered its Findings of Fact and Conclusions of Law, for good cause appearing, 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.

Children

1. Dustin c and Andrea are the legal parents of the following children.

a. Child Name: Wolfgang Antony Mahonec

Date of Birth: August 4, 2022

Children – Jurisdiction over custody and parent-time issues

2. Utah has jurisdiction over the custody and parent-time issues in this case.

Children – Other court proceedings

3. There are no custody, child support, or parent-time cases about Dustin and Andrea’s minor child in any court or government agency. This includes filed, pending, and completed cases.

4. Dustin and Andrea have physical custody of the child and are the only people who have custody, child support, and parent-time rights to our child.

PARENTING PLAN

Children- Custody

5. It is in the child’s best interest that the parties be awarded Joint Legal and Joint Physical Custody.

6. The child should reside in Andrea’s home 183 overnights each year and in Dustin’s home 182 overnights each year.

7. Parent-time will be equal between the parties, with the schedule pursuant to Utah Code 81-9-305, unless the parties agree otherwise.

Parent-time for special occasions

8. The parents will follow the schedule for holidays pursuant to Utah Code 81-9-304 with Dustin designated as the non-custodial parent for the purposes of determining holiday parent-time.

Specifically:

Holiday	Holiday Time Period	Years Andrea is Granted Holiday	Years Dustin is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins on Friday at:(a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on President's Day.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years	
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years

Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if the parent is available to be with the minor child; or (b) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before 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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day.	Odd years	Even years

	(2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving	(1) Holiday begins at 6 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at 6 p.m. on the day on that school dismisses for winter break. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 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 9 p.m.	Odd years	Even years

9. Extended parent-time / summer parent-time will follow Utah Code 81-9-305(5). Specifically:

- a. Each year, a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session.
- b.
  - i. One parent may make a designation at any time and the other parent may make a designation after May 1.
  - ii. A parent shall make a designation at least 30 days before the day on which the designated two-week period begins.
- c. Dustin may make the earlier designation outlined above for even-numbered years and Andrea may make the earlier designation for odd-numbered years.

d. The two consecutive weeks will take precedence over all holidays except Mother's and Father's Day.

#### Parent-time transfers

10. Pick-up and drop-off ("transfers") of the child for parent-time will be as described below:

Unless otherwise agreed, the parent starting their parent-time will provide transportation of the minor child.

#### Curbside transfers

11. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made. The parties are to remain civil and neither party shall bring up any parenting issues.

#### Decision-making

12. Each parent will make day-to-day decisions for the child during the time they are caring for the child. Either parent may make emergency decisions affecting the health or safety of the child. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making – the parties will share responsibility for making major decisions about the child. If there is a disagreement, the parents will resolve the dispute as provided in the resolving disputes section below.

#### Education plan

13. The minor child shall attend school at Eastridge Elementary in Ogden until and unless the parties agree to change the child's school.

14. Both parents have the authority to check the child out of school, and have access to the child during school.

15. If the parents cannot agree regarding the child's education, they shall attend mediation before any Court intervention.

#### Communication with each other

16. Parents will communicate using App Close, with each party responsible for their own subscription and costs.

#### Communication with the child

17. The parents agree they will:

- a. Provide age-appropriate help to the child to communicate with the other parent.
- b. Give the child privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the child and the other parent.

18. The parents and child may communicate with each other whenever the child chooses.

- a. By any method.

#### Records and sharing information

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

#### Travel by the children

20. During their parent-time, the parent may consent for the child to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If a party has non-routine travel with the Minor Child, they shall provide the other party with the following: 1) an itinerary of travel dates and information; 2) how to contact the child or traveling party; and 3) the name and telephone number of an available third person who will know the child's location.

#### Child care

22. A child care provider for our children must be:

- a. A licensed child care provider.
- b. A relative, friend, or neighbor.

#### Relocation of a parent

23. If either parent moves more than 150 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

- a. The written Notice of Relocation must include:
  - i. Information about the move;
  - ii. Proposed parent-time schedule; and
  - iii. A statement that the parents will not interfere with the other parent's parent-time.
- b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

24. If either parent lives more than 150 miles away from the other, or if the parents live in different countries, parent-time will be as the parties agree. If they are unable to agree, the



minimum parent-time for the noncustodial parent shall be pursuant to Utah Code Section 81-9-209.

25. If either parent lives more than 150 miles away from the other or the parents live in separate countries, costs for the child's travel expenses for parent-time will be paid by the parent who moved.

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

#### Resolving disputes

28. If the parents need to resolve a dispute regarding the child, they will discuss the issues in good faith and try to reach an agreement based on what is best for their child. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

- a. Mediation, each party paying half the mediator's fee.

#### Military parenting plan

29. This Military Parenting Plan shall apply when Dustin is deployed or serving a TDY.

#### Notice of deployment

30. After receiving notice of deployment or TDY, Dustin will give written notice to Andrea as soon as reasonably possible. If Andrea has a protective order against Dustin, Dustin will give written notice of deployment to the court. The written notice of deployment should include the destination, duration, and conditions.

#### Resolving disputes

31. When Dustin is deployed, the parties shall follow the same dispute resolution procedure herein, to the extent that communication is feasible, with the following exception: if the parties disagree, Andrea shall have presumptive final decision-making authority.

#### Contact with Dustin during Deployment and TDYs.

32. There will be reasonable contact with the child and Dustin as feasible and agreed by the parties.

#### Contact when deployed parent is on leave or is otherwise available

33. When the deployed parent is on leave or is otherwise available, contact with the child will be as follows:

- a. Contact will be when possible, as permitted by duties while deployed, and as the parties agree.

#### Make-up parent-time and child support

34. TDY:

- a. If Dustin misses his parent-time for five days or less for the purposes of TDY, the parties are obligated to and shall make best efforts to arrange make-up parent-time.

b. For any month Dustin has a TDY for 14 days or more, his child support shall increase by 50%.

35. Deployment:

a. Andrea is under no obligation to arrange make-up parent-time for the parent-time Dustin misses during deployment.

b. Child support during Dustin 's deployment or TDYs lasting more than 30 days will automatically adjust to an amount equal to the sole physical child support calculation.

36. The arrangements in this Military Parenting Plan terminate immediately upon return.

END OF PARENTING PLAN

Income: Petitioner

37. Dustin 's gross monthly income for child support purposes is \$10,505. Dustin receives the following gross monthly income:

a. Dustin is employed at PE Systems Inc. Dustin earns\$10,505 gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent

38. Andrea 's gross monthly income for child support purposes is \$6,667. Andrea receives the following gross monthly income:

a. Andrea is employed at BAE Systems. Andrea earns \$6,667 gross (pre-tax) monthly income working a 40-hour work week or less.

39. The adjusted gross monthly income for Andrea is \$6,667.

#### Child support

40. It is in the best interest of the child that Dustin be ordered to pay child support to Andrea as follows:

- a. \$177.00 per month base support. This amount complies with the Utah Child Support Act.

41. The joint custody worksheet was used to calculate child support.

42. If a child receives cash assistance through the TANF or FEP programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

43. The parties will do the following for child related support or expenses:

- a. The parties shall equally split the fees of any agreed-upon extracurricular activity and be obligated to make the child available for the activity during their parent-time.
- b. If the parties do not agree on an extracurricular activity, a parent may still sign the child up, but will be responsible for 100% of the costs, and the other parent is under no obligation to make the child available for the activity during their parent-time.

#### Dependent children for tax purposes

44. The parents may claim the parties' child as dependents / exemptions for tax purposes as follows:

- a. Dustin may claim the parties' child as a dependent / exemption for tax purposes in odd-numbered years. Andrea may claim the child as a dependent / exemption for tax

purposes in even-numbered years. A party intending to claim the child as a dependent for tax purposes, must be current on all child support obligations by January 31st.

#### Child health care

45. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage.

46. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent child must maintain medical, hospital, and dental care insurance for the dependent children if it is available at a reasonable cost. If medical insurance is not available at a reasonable cost, then both parents must ensure the child has health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- i. Dustin 's insurance will be primary coverage.
- ii. Andrea 's insurance will be secondary coverage.

b. If a parent remarries and that parent's 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 coverage will be as follows:

- i. Dustin 's spouse's insurance will be primary coverage.
- Ii. Andrea 's spouse's insurance will be secondary coverage.

- c. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent child.
- e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses, or recover the other party's share of the expenses.
- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.
- i. The party responsible for child support shall receive a credit towards the payment in the amount of that party's portion of the child's insurance premium.

#### Child care expenses

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.
- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party

incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

#### Public assistance statement – ORS

48. Neither party has received or is receiving public assistance from the State of Utah.

#### PERSONAL PROPERTY

49. All personal property not addressed in the divorce should be divided as the parties have already divided it.

#### Vehicles

50. Vehicles will be divided as follows:

a. 1994 Audi S4, 1999 Lexus LX470, and 2021 Royal Enfield GT650 will remain with Dustin free and clear of any claim by Andrea

b. 2020 Ford Escape will remain with Andrea, free and clear of any claim by Dustin

c. Dustin's motorcycle shall be awarded to him, free and clear of any claim by Andrea

#### Bank and credit union accounts

51. The parties have accrued bank accounts, and other financial asset accounts during the course of their marriage. The parties shall be awarded any and all accounts in their own names as their separate property, free and clear of any claim by the other party.

52. If there are any joint accounts, the balance should be equally divided and the account shall be closed.

#### Debts

53. During the marriage, the parties acquired certain debts and obligations. Each party agrees to be solely responsible for the debts held in his or her own name and will hold the other party harmless therefrom.

54. Any joint credit card account not specifically addressed should be divided as the parties agree, and neither party should accrue credit card debt in the other party's name prior to the division.

55. The parties' credit card debt of \$3,500 from March of 2025 will be divided equally between the parties, with Andrea's portion being offset by the pay out of her equity in the home. Dustin shall remove Andrea's name from this card within 7 days of the entry of the divorce decree.

56. The parties should notify respective creditors regarding the division of debts and obligations, or liabilities herein and the parties' separate and current addresses.

#### Real property

57. The parties acquired the following real property during the marriage:

a. Description: Marital Home

Address: 942 E 1500 N, Ogden, Weber, Utah 84404



Tax ID: 113030012

Date property acquired: October 1, 2020

Names on title: , Dustin Mahonec and WF Andrea Mahonec

Current value: \$434,669

Property values estimated: Yes

Disposal: Dustin will have exclusive use and possession of this property.

Andrea will receive a share of the equity existing in the property on the date the divorce decree is signed.

Creditor:

Names on mortgage: Dustin Mahonec and Andrea Mahonec

Date Mortgage acquired: October 1, 2020

Mortgage balance: \$270,570

The mortgage will be paid as follows after the divorce: Dustin will pay the entire debt.

Dustin will provide a copy of the divorce decree to the lender.

The total equity to be divided is \$164,099. Each party's share is then \$82,050. Within 90 days of the Decree of Divorce being entered, Dustin shall assume the current mortgage into his own name and Dustin shall pay out \$80,300 to Andrea (encompassing her share of the equity, offset by her portion of the debt from paragraph 73). Within 14 days of Dustin paying Andrea the \$80,300, Andrea shall execute a Quitclaim Deed removing her name from the title of the home.

If Dustin is unable to pay out the \$80,300 within 90 days, the home shall be promptly listed for sale by an agreed-upon realtor. The parties will follow the recommendations of the realtor for listing price. Once sold, and realtor fees paid, the remaining funds from the sale shall be divided equally (with an offset for Andrea's share of the debt laid out in paragraph 73 above).

#### Alimony

58. Neither party will pay alimony.

#### Retirement money

59. During the course of the marriage, the parties have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or deferred compensation plans. Each party shall be awarded the retirement accounts held in his or her name as separate property.

#### Additional provisions

60. The parties will adhere to the following additional provisions:

- a. The parties shall participate in monthly therapy to assist them with healthy co-parenting skills for the first year following the divorce being finalized. Dustin will pay for and arrange the sessions.

#### Duty to sign documents

61. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document.

#### Name after divorce

62. Andrea changed her name when the parties married. Andrea 's name may be changed to Andrea Rodriguez after the divorce, if she so chooses.

**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/ Jessika Allsop

Jessika Allsop

*Licensed Paralegal Practitioner for Petitioner*

*E-signature added with permission*