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

In the Matter of the Marriage of:

DECREE OF DIVORCE

JESSE JAMES GOMEZ,

Case No. 254901133

Petitioner,
and

Commissioner: BRANDON RICHARDS

COURTNEY KAY GOMEZ,

Judge: CRAIG HALL

Respondent.

The parties met for mediation on September 11, 2025 with Jason Barnes as the court approved mediator. The Petitioner was represented by Daniel S. Drage and the Respondent represented by Role D. Cole. The Stipulation was filed with the Court on September 11, 2205.

With the parties' stipulation, review of the file and upon good cause appearing the Court enters the following DECREE:

JURISDICTION

1. The parties lived in Roy City, Weber County, Utah for at least (3) months prior to filing this action.
2. Utah is the home state of the minor children as they have resided in Utah for at

least six (6) months prior to the filing of this action. Utah has jurisdiction over the determination and any orders for custody and parent-time pursuant to Utah Code §78B-13-101 et seq.

3. The Petitioner and Respondent were married on February 14, 2011 in Ogden City, Weber County, Utah.

2. **GROUNDS**

4. During the course of the marriage the parties have experienced interpersonal relationship differences.

5. The parties have tried to reconcile but their efforts have been unsuccessful.

6. The parties separated in July 2024 and they will not and cannot reconcile.

7. This marriage is no longer viable and a mutual Decree of Divorce should be granted based upon the grounds of irreconcilable differences.

3. **CHILD CUSTODY AND PARENT-TIME**

8. During the marriage the parties conceived, and the Respondent gave birth to five (5) children, to wit: A. G. born May 5, 2008; T.G. born December 4, 2010; B.G. born August 8, 2013; M.G. born October 7, 2015; and S.G. born June 18, 2020.

9. Throughout their children's lives the parties have equally shared parental responsibilities in raising their children. This includes the Petitioner and the Respondent equally sharing in the children's physical, emotional, mental, developmental, and all of their day-to-day needs.

10. Both parties have been gainfully employed throughout the marriage and

contributed equally to and traded responsibilities to care for the children's financial well-being as they aged and to meet all of their other needs. Both have worked full-time and have historically coordinated their schedules to share equal parent time with their children and insure they are meeting all of their day-to-day needs.

11. It is in the children's best interests that the parties are awarded joint physical and legal custody and share parent time equally. Parent time will be as the parties can agree and, if they cannot agree, pursuant to Utah Code Utah Code §81-9-305 with the following changes.

a. If the parties cannot agree they will continue with a 2-2-5 rotation with each exercising two overnights during the weekdays and rotating every-other weekend. The Petitioner's parent time on weekdays will be on Wednesday and Thursday with his weekend parent time to be exercised beginning on those Fridays when he is not working.

b. The parties will follow the holiday schedule in Utah Code §81-9-302 with the Petitioner designated as the "non-custodial" parent only for those purposes.

See Utah Code §81-9-302, Attached Hereto as Exhibit "A."

c. The parties will each have two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. **See Utah Code §81-9-305, Attached Hereto as Exhibit "B."**

d. All parent time exchanges will occur at the children's school or as the parties otherwise agree. If not at school, the exchanges will be curbside. If

curbside is not working then the parties will do their child exchanges at the Roy Police Department safe exchange zone.

e. The Petitioner will deliver the children to school, have his father or another third party deliver them to school if he is unable to do so.

f. Unless the parties otherwise agree, they will continue to civilly communicate regarding their minor children through the co-parenting application, Our Family Wizard (OFW). They will each pay one-half that cost.

12. In support of their joint custody the parties shall follow terms of a Parent Plan.

4. PARENT PLAN

5. GROUND RULES

13. The objectives of this Parenting Plan are the following:

- a. to provide for the children's physical care;
- b. to provide for the children's emotional stability;
- c. to provide for the children's changing needs as they grow and mature so as to minimize future parenting plan modifications;
- d. to set forth the authority and responsibilities of each parent with respect to the children;
- e. to minimize the children's exposure to harmful parental conflict and to help minimize any conflict between the parents;
- f. to provide for and foster appropriate, civil, and continuing communication and cooperation between the parents and guidelines regarding their communication and resolution of any conflicts;
- g. to encourage the parents to meet the needs of their children and their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention; and,
- h. to protect the best interests of the children.

14. The parties understand the objectives of this Parenting Plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the

benefit of their children, and that their focus is the needs and interests of the children. The parties will put the past behind them and their differences and create a constructive co-parenting relationship with their children their focus.

15. The parties realize that both of them are important to the children, that the children need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the children.

16. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent as to changes in parent-time and adapting the parent-time as the growth and maturity of the children dictates a change at that time.

17. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information, and open, honest, and frequent communication between them.

18. The parents understand that communication between them shall be civil and regarding health, welfare, education, and all other interests of the children. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided.

19. In order to facilitate open and frequent communication about their children the parties will use and administer the co-parenting application, Our Family Wizard, to post and schedule all events for their children including, but not limited to, weekly and holiday parent-time, school events and programs, extracurricular activities, sporting

events, doctor, dentist, health appointments, and the like.

20. The parents understand that consistency between the households is important regarding the children's schooling, discipline, extracurricular activities, and the like.

6. TIME SHARING AND RESIDENTIAL PLAN

21. It is in the children's best interests that the parties are awarded joint custody and equal parent time as detailed hereinabove.

22. The children will continue in their same schools and district and the feeder school where they are currently enrolled (as they are out of boundary) unless the parties otherwise agree.

23. The parties will have the children ready and available for all visits or exchanges with the other parent. The children shall be sent with sufficient clean clothing appropriate for ordinary activities and, if informed in advance, with special or additional clothing appropriate for any special activities. However, neither parent shall be obligated to purchase new clothing solely to comply with this provision, and if the children are sent with special or additional clothing that clothing shall be returned to the parent who provided it.

24. The parent with the children during their parent-time will ensure that the children arrive to school on time, are picked up on time, and that they complete any and all homework. The parents will discuss the children's homework and school activities so that they are both aware of assignments, projects, and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences. If necessary, they can

schedule separate parent-teacher conferences.

25. While the children are with a parent that parent shall provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the children.

That parent will also ensure that they will not engage in nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence or disrespect for law and order.

26. Each parent may make decisions regarding the day-to-day care and control of the children while they are residing with that parent.

27. If either parent is going out of town with the children that parent shall provide to the other the itinerary, address, and telephone number of where the children will be.

28. If the children are to travel internationally, the parties shall cooperate to immediately obtain a passport for the children with each paying one-half of any cost. The Petitioner will hold the passports and shall be given to the Respondent within 7 days of any planned international travel. She will then return the passports with the children when they are returned from that travel.

29. The children shall be allowed reasonable telephone contact, at reasonable hours, with each parent when they spend time with the other. The parents shall encourage and help the children to stay in touch with the other parent by phone, letter, webcam, etc.. If either parent leaves town with the children they will continue to allow for the other parent

to have reasonable telephone contact with the children.

30. Any telephone calls, virtual parent-time or other similar communication between the children and a parent will not be monitored, supervised and/or recorded.

7. SHARING OF INFORMATION

31. The parents will use their best efforts to frequently and timely communicate and share information with each other regarding the children's development, schoolwork, school events, extracurricular activities, sports, medical and dental treatment, therapy, and regarding any other information about their children appropriate to share with the other parent.

32. The parents will notify the other parent of all school programs, church events, extracurricular activities, sporting events, and medical/health appointments that involve the children. The Our Family Wizard co-parenting application, as referred herein above, will be used by the parents for posting, scheduling and providing notice of all of the children's events and activities.

33. The parents, in addition to the Our Family Wizard application, will each need to involve themselves with the children's school, church, sports activities etc., in order to obtain information from those sources instead of strictly relying on the other parent to provide them with notice. This does not excuse a parent from timely and routinely posting notice of any scheduled event.

34. The parents will notify the other parent of significant illnesses the children may have when they are at their individual homes.

35. The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.

36. The parents agree to immediately advise the other parent of any changes in the address, telephone number or other information pertinent to their communication and the communication they have with the children.

37. The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children, disparage or degrade the other parent in the presence of the children or allow third parties to do so.

8. MAJOR DECISIONS AND DISPUTE RESOLUTION

38. All major decisions concerning the children including health, medical, education, religion, day care, therapy and general welfare will be discussed and they will both have equal input as to what is in their children's best interests.

39. The parties will discuss major decisions together, focusing on objective criteria and facts, and involving any professionals who may be of assistance. The parties will conduct a telephone discussion if it is not possible for them to discuss a major issue through Our Family Wizard.

40. If the children suffer an emergency medical condition the parent who has the children at the time has the authority to make any decisions regarding emergency medical care. The parents will also immediately notify the other parent of the emergency or as

soon after the emergency as possible.

41. If the parents cannot mutually agree as to a major decision and a dispute arises, the parties agree to first attend mediation to resolve the issue. They will each pay one-half that cost. Mediation shall be attended within thirty (30) days of the parties reaching an impasse. If the parties cannot agree as to a mediator, the Petitioner will provide 3 names of mediators and the Respondent will select one of those 3. If mediation is unsuccessful then the parties will not take any action on this issue and instead file a motion with the Court for it to determine what is in the children's best interests.

42. If the Court finds that a parent has taken a frivolous or unreasonable position regarding a major decision for the child(ren), then the Court shall award attorney's fees and financial sanctions to the prevailing parent.

43. Reasonable costs shall be awarded to the prevailing party in any action brought to enforce any term of this Parenting Plan.

44. Any changes to the Parent Plan shall be made in writing, dated, and signed by both parents. Until such Order from the Court, or written change is made, this Parent Plan and its terms shall remain enforceable and shall govern any dispute.

9. END OF PARENT PLAN

10. RELOCATION

45. In the event that a party moves more than 60 miles away from their current residence after the entry of the Decree of Divorce, that party shall comply with the terms detailed in the Relocation Statute, Utah Code §81-9-209.

11. MUTUAL RESTRAINING ORDERS

46. The parties are mutually restrained from discussing this case with the minor children, or within their presence, their adult issues, using the children as go-betweens to pass messages or arrange parent time. The parties shall restrain third parties from the same conduct.

47. The parties are mutually restrained from the use of demeaning, defamatory, disparaging, offensive or otherwise derogatory comments about the other parent in the presence of the minor children or allow third parties to utter said comments in the presence of the children.

48. The parties are mutually restrained from interrogating, questioning or using their child(ren) to gather information about the other parent, what that parent is doing, their life, social life or other information while the child(ren) are spending time with them.

49. The parties are mutually restrained from posting on any social media outlet including, but not limited to Facebook, Twitter, Instagram, comments, information or statements about this divorce proceeding or to disparage or use derogatory comments about the other party.

50. The parties are mutually restrained from the excessive use of alcohol (to intoxication), the use of illegal drugs or narcotics without a valid prescription or allow third parties to do so in the presence of the minor children.

51. The parties are mutually prohibited from drinking any amount of alcohol and driving with the child(ren). This prohibition extends to any third party that may be

transporting the children.

52. The parties are mutually restrained and prohibited from committing or threatening to commit domestic violence, harassing, stalking, belittling or otherwise defaming the other in any way or manner.

53. The parties are mutually restrained and prohibited from threatening to commit, committing domestic violence against the other or assaulting, threatening, or acting in any manner to harm or threaten to harm the other, their person or well-being.

54. The parties are mutually restrained from entering the other's residence or onto their property, other than for curbside child exchanges, at any time.

12. CHILD SUPPORT

55. Child support should be calculated based upon Utah Code §81-6-202 and the verifiable gross monthly wages of the parties and the sole custody worksheet.

56. The Petitioner is employed as a civilian carpenter on Hill Air Force Base earning an average gross monthly income of \$5,440.00 with the Respondent working full-time with Wayfair earning an average gross monthly income of \$6,903.00.

57. With the parties sharing 182 ½ overnights a year, the child support that would be owing from the Respondent to the Petitioner is \$158.50 (this support is difference between the Petitioner having 183 and 182 overnights a year versus the Respondent 182 and 183 overnights a year).

58. Because the parties are each paying their own child care as needed and equally sharing the costs for the children's extracurricular activities, there will be no child support

paid by either party.

59. If at some point the parties are no longer sharing the extracurricular activity costs, then child support will automatically begin based upon the child support amount stated herein above.

60. The obligor for paying child support shall pay his/her one-half one or before the 5th of each month and the other one-half on or before the 20th of each month.

61. Unless the Court orders otherwise, support for each minor child terminates at the time a child becomes the age of eighteen (18) years or has graduated from his normal expected high school class, whichever occurs later. At the time a child is no longer eligible to receive child support, the child support amount for the remaining child shall be automatically adjusted to reflect the base child support obligation shown in the table for that number of children using the child support worksheet. Under no circumstances may the obligor parent divide the base child support award by the number of children and subtract that amount from the prior child support obligation

62. Whether or not a delinquency has occurred, the Decree of Divorce shall include an order that any party may request that the Office of Recovery Services implement income withholding procedures for payment and collection of child support obligations, including the Respondent's portion of the monthly health care premiums for the minor children. Utah Code Ann. §62A-11-414(1953, as amended); Utah Code Ann. §62A-11-504(3)(a)(1953, as amended).

63. In addition, pursuant to Utah Code §62A-11 parts 4 and 5, any State and Federal

tax refunds or rebates due to the non-custodial parent may be intercepted by the State of Utah and applied to any existing child support arrearage.

13. **CHILD RELATED SCHOOL COSTS AND EXTRACURRICULAR COSTS**

64. The parties shall equally share one-half of all necessary school related fees including, but not limited to, registration and enrollment fees, lab fees, test fees, one-half year books, school lunches, field trip fees, necessary school uniform, sports fees, and the like. This does not include private school tuition.

65. The parties will equally share any extracurricular expenses for the children that they are currently enrolled in (football, basketball and baseball, softball and volleyball) and so long as they continue in those activities.

66. If there are new activities other than defined above, they will share those new fees and costs so long as they first agree on the activity and the expense. If there is no agreement then the parent enrolling the children in the new activities, they will pay for that expense and the other parent is not expected to have the child(ren) attend on their parent time.

14. **RIGHT OF FIRST REFUSAL AND DAYCARE COSTS FOR CHILDREN**

67. The parties should each have the right to provide care for the minor children before the use of any other familial or surrogate care, paid for or not (ROFR). This right should extend to any period of time greater than three (3) hours in which the parent with the children cannot provide personal care.

68. If a parent will exercise the ROFR, then that parent shall pick up and drop off the

child(ren) as the custodial parent needs based upon their schedule. If the other parent cannot or will not exercise ROFR, then the parent with the child(ren) will use daycare as needed.

69. If there is daycare necessary, the parties will each pay for their own daycare considering their departure from the child support guidelines as detailed herein above.

15. CHILDREN'S HEALTH/MEDICAL INSURANCE AND RELATED COSTS

70. The child support order shall require each parent to share equally the out-of-pocket costs of the premium actually paid by a parent for the minor children's portion of health/medical/dental/ vision and other similar insurance. *See Utah Code §81-6-208.*

71. The parent who provides the insurance coverage for the children shall receive credit against the base child support award or recover the other parent's share of the minor children's portion of the monthly premium.

72. Any order of child support shall allow for the Office of Recovery Services to collect and offset, if necessary, a parent's one-half obligation for the children's insurance premium. In cases in which the parent does not have insurance but another member of the parent's household provides insurance coverage for the children, the parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

73. The minor children's portion of the premium is a per capita share of the premium actually paid. The premium expense for the children 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.

74. The child support order shall also provide that each parent will equally share all reasonable and necessary uninsured and unreimbursed medical, health, vision and dental expenses incurred for the dependent children, including but not limited to deductibles, copayments and other out-of-pocket costs.

75. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent, upon receipt of the written verification, shall then make reimbursement or payment to the other parent or provider for his/her one-half share owing within thirty (30) days.

16. **PUBLIC ASSISTANCE STATEMENT**

76. Neither parent has recently received or is receiving public assistance of any kind from the State of Utah.

17. **REAL PROPERTY**

77. The parties did not purchase real property during the marriage.

18. **PERSONAL PROPERTY**

78. During the course of the marriage the parties acquired certain items of personal property including, but not limited to, automobiles, furniture, home electronics, household goods and furnishings, savings accounts, checking accounts, and the like.

79. When the parties separated in July 2024, they equitably divided as a final

resolution all personal property between them. Each party should be awarded as their sole and separate property, free and clear from any right, claim, entitlement, or interest of the other those items that they presently possess.

80. All property and all property rights which may be vested in either party as a result of family inheritance, trust or similar source should be awarded to the party from whose family it came or whose name it is held.

81. All property and all property rights vested and owned by a party prior to the marriage shall be awarded to that party as their sole and separate property.

19. USE OF PERSONAL INFORMATION

82. The parties should be mutually restrained and prohibited from using any joint credit cards or incurring debts that obligate the other or the marriage for payment. The Parties shall be ordered and prohibited from using the other's name, likeness, identifying information, social security number or other information for any purpose whatsoever.

83. The parties are mutually restrained and prohibited from attempting to trace, track, log onto, reviewing or in any way disrupting or accessing the other's bank accounts, social media accounts and other similar accounts as this is a violation of privacy.

20. DEBTS AND OBLIGATIONS

84. Since the parties separated in July 2024, they have maintained and paid their own separate debts and obligations.

85. The Petitioner is unaware of any joint debts or obligations shared between them.

86. The Petitioner has certain debts and obligations that he is solely responsible for

and should be ordered to pay for those and indemnify and hold the Respondent harmless thereon.

87. The Respondent has certain debts and obligations that she is solely responsible for and should be ordered to pay for those and indemnify and hold the Petitioner harmless thereon.

88. Any debts incurred solely by a party that did not benefit the marriage shall be awarded to the party who incurred said debt(s).

89. The parties are mutually restrained and prohibited from using any joint credit cards or incurring debts that obligate the other or the marriage for payment. The Parties shall be ordered and prohibited from using the other's name, likeness, identifying information, social security number or other information for any purpose whatsoever.

21. PENSION/RETIREMENT/INVESTMENT ASSETS

90. During the marriage the parties accrued some pension, retirement, investment, savings and similar retirement account(s).

91. The parties will immediately exchange their current TSP and 401k statements.

92. The parties are awarded their one-half of the other's 401k/TSP accrued from the date of marriage to September 11, 2025, exclusive of any loans taken by the party against that account(s). A party's one-half portion will include any gains and losses incurred from September 11, 2025 until the QDRO can be entered and the one-half share transferred.

93. The parties will total the balances of those accounts and divide them by 2 to establish their one-half share, exclusive of any loans. As the Respondent has a larger

401k than the Petitioner's TSP, one QDRO will be prepared for the Petitioner's one-half to be transferred from the Respondent's account.

94. The Petitioner will retain Rori Hendrix for her to prepare the QDRO and both parties shall cooperate in timely providing and signing any and all documents to provide to counsel and Ms. Hendrix to effectuate drafting and effectuating the QDRO.

22. ALIMONY

95. Neither will be awarded past, present or future alimony.

23. INCOME TAX EXEMPTIONS/DEDUCTIONS FOR MINOR CHILDREN

96. The Petitioner will claim the 3 youngest children for 2025, 2026 and 2027 with the Respondent to claim the 2 eldest and then the eldest when only 4 children remain.

97. Beginning in 2028, the parties will each claim 2 children with the Petitioner claiming the 2 youngest.

98. When there is only 3 children to claim the parties will alternate claiming 2-1 with the Respondent claiming the 2 in the first year there are only 3 children.

99. When there are only 2 children, they will each claim 1 with the Petitioner claiming the youngest.

100. When there is only 1 child, they will alternate claiming that child with the Respondent claiming him in the first year there is only the 1.

24. ATTORNEY'S FEES AND COSTS

101. The parties will each pay their own attorney's fees and costs.

25. MISCELLANEOUS PROVISIONS

102. Each party is ordered to make immediately make themselves available to sign, execute, and deliver to the other, or to any business or agency, such documents as are required and necessary to implement and enforce the provisions of the Decree of Divorce entered by the Court.

103. Shall a party fail to make themselves timely available to sign, execute or deliver any documents needed to effectuate the terms pursuant to the Decree shall be deemed in contempt of Court. The other party may bring an action for contempt to enforce the terms of the Decree and the offending party shall reimburse the other for his/her attorney fees and costs

104. The Respondent shall have the right to be restored to her former maiden name of THOMPSON, if she so chooses.

This is a Final Order of the Court with the Judge's signature, date and time of entry located at the top of the first page of this document.

APPROVED AS TO FORM AND CONTENT:

/S/ Roy D. Cole

ROY D. COLE

Attorney for Respondent

*electronic signature affixed with written permission
of Counsel on the 20th day of May, 2026.*

CERTIFICATE OF SERVICE

The below signed hereby certifies that on this 20th day of May, 2026, a true and correct copy of the foregoing **DECREE OF DIVORCE** was served pursuant to Utah ECF filing as follows:

Roy D. Cole

Attorney for Respondent

**Via Utah ECF electronic Filing
and email: attyroydcole@gmail.com**

**/S/ Daniel S. Drage
DANIEL S. DRAGE
Attorney for Petitioner**