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PRIVATE RECORD

IN THE SECOND JUDICIAL DISTRICT COURT, WEBER COUNTY
OGDEN DIVISION, STATE OF UTAH

In the Matter of the Marriage of
JESSE HYMAS,

Petitioner,

and

ALEXANDRIA HYMAS,

Respondent.

DECREE OF DIVORCE

CIVIL NO. 264900378

JUDGE MATTHEW J. HANSEN

COMMISSIONER BRANDON RICHARDS

WHEREFORE, the Court has reviewed the Findings of Fact and Conclusions of Law, Default Certificate, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

1. Jesse is a bona fide resident of Weber County, State of Utah, and has been for at least three (3) months immediately prior to the filing of this action.
2. Alexandria is a bona fide resident of Weber County, State of Utah, or was so for at least three (3) months immediately prior to the filing of this action.
3. Jurisdiction is proper in this Court pursuant to Utah Code Ann. § 78A-5-102.
4. Venue is proper in this Court pursuant to Utah Code Ann. § 78B-3a-201.

GROUND

5. The parties were married on or about October 16, 2007, in South Jordan, Utah, and are presently married.
6. The parties have been separated since January 2026.
7. The parties' marriage is irretrievably broken with no possibility of reconciliation. Based upon Alexandria's multiple incidents of infidelity, the parties shall be granted a Decree of Divorce based upon adultery committed by the respondent subsequent to marriage in accordance with Utah Code Ann. § 81-4-405(1)(b).
8. Alternatively, the parties shall be granted a Decree of Divorce based on irreconcilable differences in accordance with Utah Code Ann. § 81-4-405(1)(h).

CHILDREN

9. The parties have two (2) minor children born of their marriage, both of whom are still minors, to wit: J.H., born June 2015, and A.H., born September 2019. No other children are expected.
10. The minor children are bona fide residents of the State of Utah and have been for at least six (6) months prior to the filing of this action. Utah is the home state of the minor children.
11. Jesse is unaware of any other person(s) not a party to the action who has or claims to have any custody or parent-time rights to the children.
12. Jesse is unaware of any person who is or was a party to, a witness in, or has participated in any other litigation concerning the custody, child support or parent-time of the parties' minor children; nor do the parties have information about any custody, child support or parent-time proceeding concerning the minor children in this State or any other state or country.
13. Jesse is unaware of any proceedings in the Juvenile Court concerning the minor children.

CUSTODY AND PARENT-TIME

14. It is in the best interest of the children that the parties be awarded joint legal and joint physical custody of the minor children.
15. The minor children are well-bonded with both Jesse and Alexandria. The minor children enjoy a loving and caring relationship with both parents.
16. Both parents historically and currently participate in the care of the minor children.
17. In consideration of the foregoing, the parties shall be awarded joint physical custody.
18. The parties shall enjoy parent-time as the parties may agree, or otherwise, the parties shall exercise parent time pursuant to the Utah Code. Ann. §. 81-9-305.
19. Alexandria has severe mental health concerns. Alexandria is currently receiving treatment for her mental illness. She shall continue to do so in order to exercise equal parent time.
20. Parent time exchanges shall occur at school if possible. The parent beginning parent-time shall pick the child up from school on Friday afternoons after school lets out.
21. If school is not in session, the parent beginning parent time shall pick the minor children up from the other parent's home at 3 pm, or as the parties agree. Exchanges at the parties' homes shall take place at the curbside. The parent picking the children up shall not exit their vehicle.
22. The parties shall follow the holiday and extended parent-time schedule per Utah Code Ann. § 81-9-302 as follows:

Even Years	Odd Years	Holiday and Time
Jesse	Alexandria	Martin Luther King, Jr. Day beginning the final day of school before the holiday, after school lets out, through to the Tuesday morning following the holiday at 9 a.m. or the start of school.
Alexandria	Jesse	President's Day beginning the final day of school before the holiday, after school lets out, through to the Tuesday morning

		following the holiday at 9 a.m. or the start of school.
Jesse	Alexandria	Spring Break after school the day school lets out to 9 a.m. or the start of school the morning following conclusion of the Spring Break period
Alexandria	Jesse	Memorial Day beginning the final day of school before the holiday, after school lets out, through to the Tuesday morning following the holiday at 9 a.m. or the start of school.
Alexandria	Jesse	Juneteenth National Freedom Day begins at 6 p.m. on the day before if the day before is not Father's Day; or 9 a.m. if the day before is Father's Day. Holiday ends at 6 p.m. on the following day.
Jesse	Alexandria	July 4th beginning 6 p.m. the day before holiday to 6 p.m. on the day following the holiday.
Alexandria	Jesse	July 24th beginning 6 p.m. the day before holiday to 6 p.m. on the day following the holiday
Jesse	Alexandria	Labor Day beginning the final day of school before the holiday, after school lets out, through to the Tuesday morning following the holiday at 9 a.m. or the start of school
Alexandria	Jesse	Columbus Day begins at 6 p.m. on the day before and the holiday ends at 7 p.m. on Columbus Day.
Jesse	Alexandria	Fall Break begins at 6 p.m. on the day school is dismissed for fall break and the holiday ends at 7 p.m. on the day before school resumes.
Alexandria	Jesse	Halloween begins October 31, or the day Halloween is traditionally celebrated in the local community, from after school until 9 p.m. if on a school day, or from 4 p.m. until 9 p.m. if on a non-school day.
Jesse	Alexandria	Veteran's Day begins at 6 p.m. on the day before and the holiday ends at 7 p.m. on Veterans Day.
Alexandria	Jesse	Thanksgiving from the time school ends on the final day of school before the holiday, through until the Monday following the holiday at 9 a.m. or the start of school.
Jesse	Alexandria	First Half of Christmas Vacation, including Christmas Eve and Christmas Day begins at 6 p.m. on the day that school dismisses for winter break; or the time school is regularly dismissed on the day that school dismisses for winter break, at the election of the parent granted the holiday, and the holiday ends on December 27th at 7 p.m.
Alexandria	Jesse	Second Half of Christmas Vacation begins on December 27th at 7 p.m. and the holiday ends at 7 p.m. on the day before school resumes.
Jesse	Alexandria	The day before or after children's birthdays begins at 3 p.m. and

		the holiday ends at 9 p.m.
Alexandria	Jesse	Children's actual birthdays begin at 3 p.m. and the holiday ends at 9 p.m.
Jesse	Jesse	Father's Day begins at 9 a.m. and the holiday ends at 7 p.m.
Alexandria	Alexandria	Mother's Day begins at 9 a.m. and the holiday ends at 7 p.m.

23. Each party will receive a two-week block of extended parent-time each year. Both parents shall provide notification of extended parent-time with the children by May 1 each year, with Jesse having first choice of extended time in odd-numbered years and Alexandria having first choice of extended time in even-numbered years. Neither parent may elect their extended parent-time over the other parent's holiday parent-time.

24. The parties shall be awarded joint legal custody.

25. The minor children shall attend school based on Jesse's address.

26. Should the parties encounter a dispute regarding a major decision for the minor children, including medical, education, extracurricular, or religious decisions, the parties shall confer in good faith to attempt to resolve the dispute. Should the dispute remain, Jesse shall have the authority to make the final decision, subject to Alexandria's right to challenge the same via the appropriate legal action.

27. During periods where Alexandria's mental health does not allow her to care for the children, Jesse shall be allowed to make final decisions on the children's extracurricular activities, education, medical treatment, or religious decisions without waiting for Alexandria's approval.

28. The parties shall use phone contact only for emergencies or changes on the day of the exchange.

29. The parents shall avoid any in-person communication that may result in a conflict at a parent-time exchange and instead address the issue via parenting app or email.

PARENTING PLAN

30. A parent-time schedule shall be used to maximize the continuity and stability of the minor child's life.

31. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

32. If there is a conflict between scheduled events, preference shall be given to the event that was scheduled first.

33. At the beginning of their parent time, the parent shall pick up the minor children, either from school or from the other parent's home. The other parent shall have the children ready to go at the designated time if applicable.

34. A parent may not interrupt regular school hours for a school-age minor children for the exercise of parent-time.

35. A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

36. Each parent must notify the other within 24 hours of any appointment scheduled on behalf of the minor children so that both parents may attend.

37. Both parents are under an affirmative duty to notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor children is participating or being honored.
38. Both parents are entitled to attend and participate fully in any functions described in the subsection above.
39. Both parents shall have access directly to all school reports, including preschool and daycare reports, and medical records.
40. A parent shall immediately notify the other parent in the event of a medical emergency.
41. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
42. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
43. Parental care is presumed to be better care for the minor child than surrogate care.
44. Each parent shall provide all surrogate care providers with the name, current address and telephone number of the other parent and provide the other parent with the name, current address, and telephone number of all surrogate care providers.
45. A parent shall immediately notify the other parent about anyone living with the child. Neither parent will allow the child to live in a home with a person who has been convicted of an assault, child abuse, domestic violence, domestic violence in the presence of the child or any other violent offense.

46. Neither parent will use alcohol, illegal drugs or non prescribed medications during parent time, or 8 hours prior to parent time beginning. If the parent suspects the parent picking up the child is under the influence of drugs, alcohol or has misused a prescription, the picking up parent may be asked to take a drug test prior to parent time beginning. This drug/alcohol test shall be taken within 2 hours at a drug testing facility. If the drug/alcohol test comes back negative, the requesting parent will pay the cost. If the drug/alcohol test comes back positive, the testing party will pay.

47. The parties shall both consent in writing to any out-of-state travel for the minor children.

48. The children shall be allowed to continue the extracurricular activities they were participating in prior to this divorce action.

49. For emergency purposes, whenever the minor child travels with a parent, the parent shall provide the following information to the other parent:

- a. an itinerary of travel dates;
- b. destinations;
- c. places where the child or traveling parent can be reached;
- d. and the name and telephone number of an available third person who would be knowledgeable of the child's location.

50. Relocation. If either party moves more than 150 miles or more from the residence of the other parent, the parties shall be bound by the 60-day notice requirements of Utah Code §81-9-209. If either party moves more than 25 miles from the other parent, the parties shall attend mediation to discuss their parent time arrangement.

CHILD SUPPORT

51. Petitioner shall pay to Respondent \$484.00 per month for child support. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §81-6-213 *et seq.* Child support payments shall begin the month immediately following the entry of the order for child support.

52. The monthly child support shall be paid one-half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

53. The person entitled to receive child support shall be entitled to mandatory income withholding relief and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages.

54. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

55. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be shared equally by the parties.

56. Each of the parties shall be ordered to notify the other within ten (10) days of any substantial change in monthly income.

57. Under Utah Code Ann. §81-6-212(5), the parties have a right to adjust the child support order herein by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the child receive(s) TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

58. Under Utah Code Ann. §§ 81-6-212 (3) and (4), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the

appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

INSURANCE

59. Jesse shall maintain medical and dental insurance for the benefit of the minor children where it is available at a reasonable cost. The parties shall split the out-of-pocket cost of premiums for the minor child equally.

60. The parties shall share equally in the cost of any and all out-of-pocket costs for reasonably necessary medical treatment for the minor child, including any type of therapy, special medical care, dental and/or orthodontic treatment or care.

CHILDCARE AND EXTRACURRICULAR ACTIVITIES

61. The parties shall share equally the expenses for work, career, or occupational training-related childcare expenses pursuant to Utah Code Ann. § 81-6-209.

62. The parent incurring childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and, thereafter, on the request of the other parent.

63. The parties shall first offer the other parent the opportunity to provide childcare before employing a third-party childcare provider.

64. The party receiving notice of incurred expenses for childcare shall be ordered to reimburse the other parent within 30 days of receiving notice.

65. The parties shall share equally the costs for the minor children's school fees and costs.

66. Neither parent shall be permitted to enroll a child in an activity that has practices, games, events, or other obligations during the other parent's time, absent that parent's express written permission. The parties shall share equally the cost of any agreed-upon activity. Both parents shall be entitled to attend any practice, game, event, or other activity-related obligation for the children, regardless of whether they agreed to the activity or not.

ALIMONY

67. Both parties have the ability to work and provide for their needs. Neither party shall receive alimony.

DEBTS AND FINANCIALS.

68. During the marriage, the parties may have incurred certain debts. Those debts shall be fully disclosed and divided equitably.

69. During the relationship and marriage, the parties may have accrued certain assets, including financial accounts, etc. Those assets shall be fully disclosed and divided equitably. Jesse shall receive no less than one-half his marital share of any such interest.

70. All bank accounts possessed by the parties shall be disclosed, and all marital funds therein shall be distributed equitably between the parties. The parties shall be awarded the rights and use of their respective bank accounts following equitable distribution of all marital funds contained in any and all bank accounts.

PROPERTY

71. During the marriage, the parties acquired real property located at 1492 26th Street, Ogden, UT. The equity in the property shall be split equitably between the parties.

72. During the course of the marriage, the parties acquired certain items of personal property which shall be equitably divided between the parties, if they have not already done so. Said property may include cars, furniture, and any other items of personal property. These items shall be disclosed and divided equitably.

73. The parties shall be entitled to keep their personal possessions brought into the marriage.

MUTUAL RESTRAINT

74. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the minor children to the other parent, including but not limited to demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent, speaking to the children about the issues in this matter, or from attempting to influence a child's preference regarding custody or visitation.

75. Both parties shall be restrained from making visitation arrangements through a child.

76. The parties shall be expressly restrained from taking any action that would place a minor child "in the middle" of a dispute or issue that shall otherwise be resolved by the parents directly between themselves.

77. Both parties shall be restrained from harassing, annoying, or otherwise bothering the other party or a minor child.

78. The parents shall not question the children about each other's personal relationships, financial spending, or otherwise use a minor child as a tool for discovery.

79. The parents shall not use a minor child as a confidante to counsel with about their own personal problems – especially if the problem is related to the other parent.

80. The parents shall not ask a minor child to lie for them or to keep something secret from the other parent.

81. Both parties shall be restrained from using drugs or alcohol around the children and shall not leave any drug paraphernalia where the children can see it.

82. Communication about a minor child shall be between the parents only. The parents shall not require each other to speak with his or her new boyfriend/spouse or girlfriend/spouse.

83. Both parties shall be mutually restrained from permitting third parties to do what they themselves are prohibited from doing under this paragraph and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove a minor child from such circumstances.

84. The parties shall be further restrained from selling, encumbering, or otherwise transferring any marital assets or disputed marital assets absent a written agreement of the parties or further order of the Court.

TAXES

85. While there are two minor children, each party shall claim one child on their taxes. When the oldest child has emancipated, the parties shall alternate the child tax credits for the minor child. Jesse shall claim the child in odd years and Alexandria in even years. In order to claim the child tax credit, the party must be current on all child support and obligations by December 31st.

MISCELLANEOUS

86. Jesse has had to retain an attorney to represent him in this matter. Alexandria shall be required to pay all of Jesse's attorney costs and fees incurred herein shall she unreasonably oppose this action.

87. Alexandria shall complete the appropriate Divorce Education and Orientation Courses required under Utah Code Ann. § 81-4-402.

88. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the decree to be entered herein. Shall a party fail to execute a necessary document within sixty (60) days of the entry of the decree, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of this Court 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. Attorney fees and court costs may be awarded against the non-compliant party.

89. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

*****END OF ORDER*****

[SIGNATURE OF COURT TO APPEAR AT THE TOP OF PAGE ONE]

CERTIFICATE OF SERVICE

Pursuant to Rule 5(a)(2) of the Utah Rules of Civil Procedure, Default having been entered against Respondent, Petitioner is not required to give notice to Respondent of the instant Decree of Divorce unless and until the proposed Decree of Divorce is signed by the Court.

/s/ Holly E. Christensen