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

In the Matter of the Marriage of:

ROCHELLE A. JONES,

Petitioner,

and

RANDALL L. JONES,

Respondent.

DECREE OF DIVORCE

Case No. 254901586

Judge Camille Neider

Commissioner Brandon Richards

The court, having reviewed the pleadings and the stipulation filed by the parties, having entered its Findings of Fact and Conclusions of Law, and being fully informed in the premises, enters its Decree of Divorce in this matter as follows:

JURISDICTION

1. The parties has been an actual and bona fide residents of Weber County, State of Utah, for at least three months prior to the filing of this divorce action.

2. Petitioner Rochelle A. Jones ("Rochelle") and respondent Randall L. Jones ("Randall") were married on June 11, 2011, in Salt Lake City, Utah.
3. Jurisdiction of, and venue in, this Court are proper.
4. The parties separated on June 17, 2025.

GROUND

5. Randall and Rochelle have been unable to resolve their marital problems, making continuation of their marriage impossible.
6. The parties are hereby granted a decree of divorce upon the grounds of irreconcilable differences and the bonds of matrimony between the parties are dissolved.

CHILDREN

7. The parties have two minor children:
 - a. AJ born 3/9/13, and
 - b. GJ, born 3/28/15.
8. The parties are awarded joint legal custody of their minor children.
9. The parties shall abide by the terms of the following Parenting Plan:
 - a. To the extent that they do not otherwise conflict with any of the provisions of this Decree, the parties shall abide by the advisory guidelines set forth at Utah Code §81-9-202. In the event of a conflict

between the terms of this Decree and the guidelines, the terms of this Decree shall govern and take precedence.

b. The parties shall handle decision making regarding the minor children as follows:

i. Day to day and emergency decisions shall be made by the parent who the children are with at the time. In the event of an emergency involving a child, the other parent shall be notified as soon as reasonably possible.

ii. The parties shall attempt to reach shared decisions on behalf of the children in connection with all major decisions according to the following procedure:

(a) The parent who becomes aware of a decision concerning a child shall notify the other parent upon becoming aware of the issue.

(b) The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision. In conjunction with this, the parties shall also consult with a professional or professionals (if applicable) qualified in the area of the decision.

(c) In the event the parties are unable to reach an agreement regarding the decision after discussion, they will participate in mediation to address the decision. The mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediator.

(d) If the parties are unable to reach an agreement regarding the decision in mediation, Rochelle is entitled to make the decision, subject to Randall's right to seek District Court review should he elect.

c. Extracurricular Activities shall be handled as follows:

i. The parties shall discuss the minor children's involvement in an extracurricular activity prior to enrolling a child in the activity. If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time.

ii. If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity. However, the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent time.

d. Communication between the parties shall be as follows:

i. All communication between the parties shall be limited to issues pertaining to the minor children, and conducted through an App as set forth below.

ii. The parties may communicate via text message or telephone only in the event of an emergency involving the children or an urgent parent time exchange issue.

iii. All communication between the parties regarding the minor children shall be conducted via the "Our Family Wizard" app ("the App"). In connection with this, the following shall apply-

(a) Each party is solely responsible to obtain, pay for (if there is a fee), and set up their own subscription.

(b) All events and activities concerning the minor children including health-care (medical, dental, or mental health), school or education, social and extracurricular activities shall be posted on the shared calendar in connection with the App. In connection with this, the party who becomes aware of or schedules the appointment, activity or event shall post it to the shared calendar within 48 hours of becoming aware of or scheduling the matter.

10. Rochelle is awarded sole physical custody of the minor children.

11. Randall is awarded parent time pursuant to Utah Code §81-9-

302. In connection with this, the following shall apply:

a. Randall's mid-week election is Tuesdays.

b. Holiday parent time shall be as set forth in the schedule attached as Exhibit "A."

c. Extended summer parent time shall be in accordance with §81-9-302. In connection with this, Rochelle shall be entitled to exercise the extended parent time schedule for the custodial parent and Randall shall be entitled to exercise the extended parent time schedule for the non-custodial parent.

d. The parties shall share the responsibility to transport the children in connection with the exercise of parent time, with the parent who is commencing their time with the children being responsible to pick the children up at the beginning of their parent time.

12. Randall and the minor children shall engage in Family Systems Therapy. In connection with the therapy, the following shall apply:

a. The therapy shall be provided by Kyle Hancock or a therapist in Dr. Hancock's office, or a therapist at Anson Therapy who is qualified and abides by AFCC guidelines.

b. Randall shall select the therapist.

c. Randall shall be solely responsible to initiate the therapy.

d. The frequency and duration of the therapy shall be per the recommendations of the therapist.

e. Both parties shall support the therapy, including allowing the children to attend, accommodating appointments, and being involved or participating in the therapy per the recommendations of the therapist.

f. Rochelle shall participate in the therapy, if recommended by the therapist.

g. The therapist may communicate directly with each of the children's therapists and with Randall's individual therapist. The parties shall execute any waivers or releases needed in order to authorize such communication.

h. As part of the therapy, the issues of the appropriateness of an expansion of parent time, as well as Randall attending the children's events and activities (per the review procedure described in paragraph 13 below), shall be addressed.

i. Randall shall be solely responsible for the cost of the therapy not covered by insurance.

13. If and when the family system therapist determines that it is appropriate to address the issues of an expansion of parent time to a schedule consistent with Utah Code §81-9-303, together with Randall attending the children's events and activities, then these issues shall be reviewed, with the following procedures to apply:

a. In connection with the review, the parties will initially discuss the issues and attempt to reach an agreement regarding these issues.

b. If, after discussion, the parties are unable to reach an agreement regarding these issues, then they will participate in mediation to

address the issues. In connection with this, the mediator shall be mutually agreed upon, with the parties to share equally the cost of the mediation.

c. If the parties are unable to reach an agreement regarding the issues in mediation, then either party may file a petition to modify or other appropriate action with the Court relating to the issues, should they elect.

14. Child support shall be as follows:

a. Randall shall continue to pay ongoing base child support in the sum of \$937.00 per month. This child support figure is based upon a sole physical custody worksheet utilizing Rochelle's gross monthly income of \$5,130.00 and Randall's gross monthly income of \$5,711.00.

b. Randall's child support arrears through the month of December of 2025 totals \$4,685.00.

i. This stipulated sum resolves all issues of child support and child support arrears through December 31, 2025.

ii. This sum is reduced to judgment and shall be collected by ORS.

iii. These arrears shall not preclude Randall from claiming a child on his taxes pursuant to the tax provisions below, provided he is otherwise current in payment of his ongoing base monthly child support obligation.

c. Randall shall be solely responsible for the ORS collection fees without any offset, reimbursement or contribution from Rochelle.

d. Child support shall be paid in two equal monthly installments of one half on or before the 5th of the month and one half on or before the 20th of the month.

HEALTH INSURANCE AND EXPENSES

15. Randall will continue to provide the health insurance coverage on behalf of the minor children provided it is available to him through employment at a reasonable cost.

a. In accordance with Utah Code §81-6-208, the parties shall share equally the actual out of pocket costs for the children's portion of insurance premiums.

b. Any party who carries insurance on behalf of the children shall provide verification of coverage upon enrolling the children and thereafter provide this verification to the other party on an annual basis including coverage, providers, deductibles, copies of insurance cards and claim forms.

c. The party carrying the insurance shall also provide the other party with written notice of any change in the insurance carrier, premium or benefits within thirty (30) days of the date they first knew of or should have known of that change.

16. Pursuant to Utah Code §81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor children, including deductibles and co-payments.

a. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

b. The parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

CHILD CARE AND SCHOOL FEES

17. Due to the ages of the children, there is no need for daycare, therefore no daycare expenses.

18. The parties shall share equally all mandatory public school fees and the cost of school lunch for the minor children.

TAX DEDUCTIONS

19. The tax deductions for the minor children shall be handled as follows:

a. Commencing the 2026 calendar tax year, Randall is awarded the state and federal tax deductions for AJ and Rochelle is awarded the state and federal tax deductions for GJ until AJ turns 18.

b. When AJ turns 18, the parties will alternate the state and federal tax deductions for GJ with Randall being awarded the deductions for

her in odd-number calendar tax years and Rochelle being awarded the deductions for her in even-number calendar tax years until she turns 18.

c. Both parties shall cooperate in assisting one another in claiming the tax deductions awarded to them by executing IRS Form 8332 and any other forms required by the IRS in order to release the tax exemption to the other party for the years which they are entitled to claim. Any such forms shall be completed by the parties and exchanged on or before February 15th of each year.

d. Randall must be current in his ongoing base monthly child support obligation by December 31st of the year he is entitled to claim a child on taxes in order to claim the deductions.

i. In connection with this, if Rochelle believes that Randall is not current in child support, she shall notify him in writing of such by December 15, including the amount of arrears claimed.

ii. Thereafter, Randall shall have until December 31 in order to bring any arrears current.

iii. In the event that Randall is not current or does not become current in child support by December 31 of the year he is entitled to claim a child, then Rochelle shall be awarded the deductions for the child he was entitled to claim for that year.

iv. This provision applies only to child support which accrues after January 1, 2026. There are presently arrears and a judgment

for arrears through December 31, 2025, but that these arrears shall not preclude Randall from claiming the deductions awarded to him herein, provided he is otherwise current in payment of his ongoing base monthly child support obligation subsequent to January 1, 2026.

REAL PROPERTY

20. There is no real property subject to division.

PERSONAL PROPERTY

21. The parties have previously divided the personal property among themselves by agreement.

22. Each party shall keep the personal property in his or her possession as a full and complete division of personal property, with the exception of the following items which, if they are located by Rochelle, are awarded to Randall:

- a. Red tool box,
- b. Baseball equipment,
- c. Camera and camera equipment, and
- d. Randall's passport, birth certificate, social security card

and graduation certificate from college

If Rochelle locates any of these items, the parties will cooperate through legal counsel in order to arrange a date and time for Randall to receive these items, which will take place within thirty days of the date of the signed Stipulation.

23. Rochelle is awarded the 2013 Dodge Grand Caravan as her sole and separate property free and clear of any claim or interest of Randall, subject to all debt, liability and encumbrance thereon, which she shall hold him harmless from.

24. Randall is awarded the 2015 Nissan Versa Note as his sole and separate property free and clear of any claim or interest of Rochelle, subject to all debt, liability and encumbrance thereon, which he shall hold her harmless from.

25. By August 28, 2026, the parties shall cooperate in order to exchange and sign off on titles as necessary.

DEBTS

26. The debts shall be divided as follows:

a. Rochelle

i. Any credit cards solely in her name, any debts incurred solely by her or in her name, and any debts incurred solely by her since the date of separation on June 17, 2025, and

ii. Her own medical and dental expenses.

b. Randall

i. Any credit cards solely in his name, any debts incurred solely by him and/or in his name, and any debts incurred solely by him since the date of separation on June 17, 2025, and

ii. His own medical and dental expenses.

c. Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

RETIREMENT AND INVESTMENT ACCOUNTS

27. Retirement and investment accounts will be handled as follows:

a. Rochelle does not have any retirement or investment accounts in her name.

b. Randall's Empower 401(k) account shall be valued as of the date of entry of this Decree of Divorce.

i. Each party is awarded one half of the total value of the account as of the date of entry, together with gains and losses on their respective portions of the account which accrue from the date of entry of the decree until the date of segregation of the account.

ii. Rochelle's share of the account shall be allocated to her via QDRO or other Court order or means of transfer required by the Plan.

iii. No transfers, withdrawals or loans shall be made or taken from the account until the QDRO is implemented or the transfer to Rochelle is completed.

iv. After implementation of the QDRO or completion of the transfer to Rochelle, the remaining balance of the account is awarded to Randall as his sole and separate property free and clear of any claim or interest of Rochelle.

v. Any order or QDRO and/or other forms required in order to effectuate division of the retirement account shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs.

(a) The parties shall cooperate in order to provide to Rori any requested documents and information (including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any form(s) and/or other document(s) required in order to complete division of the account.

vi. Any division orders, forms, or documents shall be subject to both parties' review and approval prior to being filed with the Court.

vii. The parties shall share equally any fees charged by the plan in connection with implementation of division of the account.

FINANCIAL ACCOUNTS

28. There are no joint financial institution accounts.

29. Each party is awarded all financial institution accounts in their own names, together with all funds therein as their sole and separate property free and clear of any claim or interest of the other party.

TAXES

30. Taxes shall be handled as follows:

a. All state and federal tax returns for 2022 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.

b. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

c. For the 2023 and 2024 calendar tax years, the parties shall file married, filing separate, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

i. Rochelle has completed her tax filings for these years. Randall has not yet completed his tax filings for these years.

d. Commencing with the 2026 calendar tax year and each year thereafter, the parties shall file separate state and federal tax returns, with each party to be entitled to retain any refunds issued in relation to their individual returns free and clear of any claim or interest of the other party and solely responsible for any and all state and federal liabilities relating to their respective individual returns.

INSURANCE

31. Rochelle shall continue to be covered under Randall's health insurance policy until entry of the decree of divorce. Once the decree is entered, Rochelle shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

32. There are no joint auto insurance policies. Each party is solely responsible for their own automobile insurance coverage at their own cost.

33. Life insurance shall be handled as follows:

a. There are no whole life insurance or annuity policies with any cash value.

b. Each party is awarded all term life insurance policies owned by them, in their names, or issued or provided through their own employer or employment.

c. Randall will add the minor children to the existing term life insurance policy through his current employment, and retain each child as a beneficiary until that child turns 18.

i. This provision applies solely to Randall's existing and term policy through his current employer. Should this policy expire or otherwise terminate prior to the children turning 18, he is not required to obtain new coverage.

ALIMONY

34. Neither party is awarded any alimony from the other now and forever in the future.

MISCELLANEOUS

35. At her sole option and election, Rochelle may be restored to her maiden surname of Ortega.

36. The following mutual restraining order shall be entered:

- a. The parties shall not harass, malign or defame the other.
- b. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party).
- c. All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
- d. The parties are mutually restrained from disparaging one another to the minor children, alienating, or otherwise interfering with the other's relationship with the minor children, or allowing any third party to do so.
- e. The parties shall not involve the minor children in the legal disputes of the parties, financial matters, parent time or custody.
- f. The parties shall not attempt to influence the minor children or the minor children's preferences with respect to issues of custody or parent time either by reward, punishment or guilt.

g. Neither party will allow the children to be in the presence of any third party engaged in any activity prohibited by this restraining order, and the parties are under an affirmative duty to remove the children from any such setting.

h. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

37. The parties shall each pay their own attorney fees and costs incurred in this matter.

38. Both parties shall execute all documents required in order to effectuate the terms of this Decree.

[The judge's electronic signature and date appear on the first page of this document.]

APPROVED AS TO FORM:

/s/ Brian E. Arnold
Attorney for Petitioner

[Signed by Keith M. Backman with permission of Brian E. Arnold]

Exhibit "A"

Holiday	Holiday Time Period	Years Randall is Granted Holiday	Years Rochelle is Granted Holiday

Dr. Martin Luther King Jr. Day	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 at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	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 at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that 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 at 8:30 p.m. on the day before 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 at 8:30 p.m. on Memorial Day.	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.	Mother's Each Year	
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.	Father's Each Year	
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 at 8:30 p.m. on Labor Day.	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 school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(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. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
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	Odd years	Even years

	election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of 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 Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins on Friday at 5:30 p.m. and ends on Saturday at 5:30 p.m., if Juneteenth National Freedom Day is on the day before Father's Day. (2) Holiday begins on Sunday at 8:30 p.m. and ends on Tuesday at 8:30 p.m., if Juneteenth National Freedom Day is on Father's Day or on the day following Father's Day. (3) Holiday begins at 5:30	Even Years— Randall	Odd Years— Rochelle

	p.m. on the day before Juneteenth National Freedom Day and ends at 8:30 p.m. on the day following Juneteenth National Freedom Day, unless Juneteenth National Freedom Day is on Father's Day, the day before Father's Day, or the day following Father's Day.		
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