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IN THE SECOND JUDICIAL DISTRICT COURT	
COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF CHEYENNE JONES And ANDREW JONES	DECREE OF DIVORCE Case No.: 264901001 Judge: Cristina Ortega Commissioner: Brandon Richards

Petitioner, Cheyenne Jones (“Cheyenne”), having filed a Verified Petition for Divorce against Andrew Jones (“Andrew”), and the parties having reached a final resolution by filing a Stipulation and Property Settlement Agreement resolving all issues; **and the Court having previously entered its written Findings of Fact and Conclusions of Law;**

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREE AS FOLLOWS

1. **JURISDICTION**: **Residency**. The parties are actual and bona fide residents of Weber County, State of Utah and have been for at least three (3) months preceding the filing of this action pursuant to Utah Code § 81-4-402.
2. **DIVORCE**: The parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

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3. GROUNDS: Irreconcilable differences have arisen between the parties and the marriage is irretrievably broken.
4. CHILDREN: These orders pertain to the following children born to the parties, to-wit:
 - a. C.A.J. born on December 01, 2019, and
 - b. C.M.J. born on May 01, 2021.
5. CUSTODY AND PARENT-TIME:
 - a. Legal Custody: The parties shall share joint legal custody of the minor children.
 - b. Physical Custody: The parties shall be awarded joint physical custody, care and control of the minor children.
 - c. Parent time: Andrew shall have a parent-time schedule that is agreed upon by the parties.

If the parties cannot agree upon a parent-time schedule for the minor children, then Andrew's parent-time schedule shall be as follows:

- i. Andrew's parent time shall begin on Friday at 6:00 p.m. and end on Monday morning at 6:00 a.m.
 - ii. Cheyenne's parent time shall begin on Monday morning at 6:00 a.m. and shall continue until Friday evening at 6:00 p.m.
- d. Holiday Parent-Time: The parties are awarded holiday parent-time as they may agree. If they disagree, they are awarded parent-time consistent with Utah Code Ann.

§81-9-304(15) with Cheyenne being designated as the custodial parent for holiday purposes only as follows:

HOLIDAY	HOLIDAY TIME PERIOD	YEARS ANDREW IS GRANTED HOLIDAY	YEARS CHEYENNE IS GRANTED HOLIDAY
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	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 Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	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 if noncustodial parent is the mother	All years if noncustodial parent is the mother

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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 if noncustodial parent is the father	All years if noncustodial parent is the father
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 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 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 31 st 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	Even years	Odd years

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	day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd years
Day of 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 Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

- e. **Relocation**: Either party may relocate their residence, including to a location more than 150 miles from the child's current primary residence. In the event of relocation, the parties shall in good faith confer to develop a revised parent-time schedule that maintains frequent and meaningful contact between the child and both parents. Unless

otherwise ordered by the Court, the parent with primary physical custody shall remain the child's primary custodial parent following relocation, and the non-custodial parent shall be entitled to reasonable parent time consistent with Utah Code § 81-9-209 or as otherwise agreed by the parties.

f. **Parent-Time Exchanges:**

- i. Each parent is responsible for picking the children up to begin their parent-time. Accordingly, each parent is also responsible for having the children ready to be picked up by the other at the end of their parent-time.
- ii. If a third party will be transporting the children, the party ending parent time shall provide the other advanced notice.
- iii. The parent receiving parent time shall pick the children up curbside if the parties have agreed in writing; otherwise, the parents shall exchange at the children's school.
- iv. Unless agreed on in writing, only the biological parent is to pick the children up from school or the designated place of parent time exchange.
- v. The parties request that neither parent shall withhold the children from the other parent in violation of the custody and parent-time agreement.

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6. SPECIAL PARENTING PROVISIONS. The following special parenting provisions shall apply to parent-time, as follows:

- i. The parties are required to ensure the children maintain proper physical, hygiene, and nutritional habits during their parent-time.
- ii. Both parties are restrained from consuming alcohol or ingesting drugs immediately before or during their parent-time with the children.
- iii. Both parties are restrained from the following towards the children:
 1. Name calling and insults: Calling the child degrading or profane names (e.g., “stupid,” “worthless,” “bitch,” or “useless”) or belittling their intelligence, abilities, or character.
 2. Threatening the child with harm, abandonment, or something that would induce fear, even if the threat isn’t acted upon.
 3. Shaming: Making the child feel humiliated or guilty for something that isn’t their fault, or for things that shouldn’t be shameful.
 4. Yelling or screaming: Excessive shouting, especially in an angry or aggressive tone, can create fear and anxiety in a child. Consistently yelling at a child rather than calmly discussing issues is harmful.
 5. Dismissal or invalidating language: Telling the child their feelings don’t matter or are stupid or weak.

6. Constant criticism: Constantly telling the child they are never good enough or pointing out their faults without offering praise or encouragement. This can lead to low self-esteem.
7. Manipulative language: Using guilt or emotional manipulation to control or manipulate the child into doing something, like saying, “If you loved me, you would do this.”
8. Verbal intimidation: Using words to instill fear or make the child feel unsafe, such as making cruel jokes at the child’s expense or threatening to harm them, or threatening that others may harm them.
9. No hitting the child which could also be considered slapping, spanking, punching, kicking, or striking the child with an object, such as a belt, paddle, or any other item. Even hitting with an open hand is not allowed.
10. No shaking the child, burning, biting, choking or suffocating which is physically restricting the child’s ability to breathe by choking or covering their nose and mouth.
11. No throwing or pushing a child in a way that causes harm or injury, even if they don’t hit something directly.
12. Kicking or hitting with objects: Using items such as belts, shoes, or sticks to strike a child can cause both physical and emotional harm.

13. Pinching or pulling hair: Intentionally causing pain or injury by pinching or pulling the child's hair.
14. Forceful confinement: Locking the child in a small space, like a closet or room, for extended periods, or physically restraining them in a painful or threatening manner.
15. Excessive physical punishment: Using physical punishment that is disproportionate to the child's behavior, or using it as a primary method of discipline, which can lead to physical injury and emotional trauma.

7. DECISIONS FOR THE MINOR CHILD.

- a. With respect to minor day-to-day decisions, the parent in charge of the children during his or her designated parent time shall have the right to make all such day-to-day decisions regarding the care of the children without consulting with the other parent. As pertaining to the day-to-day decisions the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health, safety and wellbeing of the children, each parent shall respect the decisions of the other parent and give each other the due deference that they equally deserve.
- b. With respect to major decisions such as those matters pertaining to the health, education, and religion of the children, the parties shall confer and work together in

good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the children), the parties shall adhere to the following dispute resolution procedure:

1. Notice: The parties shall notify one another no later than forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters to be made via text message.
2. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
3. Discussion: The parties shall discuss the matter in good faith, considering each other's perspectives, the best interests of the children, and, when appropriate, the children's own views. Communication regarding the issue shall occur promptly, and the parties shall engage in ongoing discussion within no more than 48 hours of the matter arising.
4. Consultation: If the parties cannot agree, they shall then consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
5. Presumptive Decision Making: If the parties are still unable to come to an agreement, Cheyenne shall have presumptive final decision-making authority on education and medical. Religious final decision making

shall go to mediation, with each party paying one-half (1/2) of the mediator's fee.

6. Mediation: If Andrew disagrees with Cheyenne's presumptive final decision on an education or medical issue, the parties shall then attend mediation with a mutually agreed upon mediator, with each party paying one-half (1/2) of the mediator's fee.
7. Court Review: If the parties cannot agree on a decision in mediation, Andrew shall have the right to challenge any such decision by the way of court review to determine whether the decision is contrary to the best interests of the minor children.
8. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision making process and shall pursue the speedy resolution of all disputes.
9. Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court or to pursue an enforcement action.

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8. PARENTING PLAN:

a. DEFINITIONS:

- i. Adult issues: Child related issues surrounding finances, parent-time, subjects beyond the child's maturity, changes to parenting responsibilities, any issue which the children have no control over that will reasonably cause stress.
- ii. Advance Notice: 72 hours in advance of an actual event.
- iii. Compliance: Routine obedience to terms of the parenting plan - not perfection.
- iv. Confer: Actively seeking the opinion/advice of a co-parent and conveying any decision made as a result of said communication to a co-parent.
- v. Co-parent: The other parent of the children.
- vi. Co-parenting: The lifestyle of working together for the goal of raising the children to be the best, most well-adjusted, and happiest children possible—transitioning into the best, most well-adjusted, and happiest adults possible.
- vii. Custody: This word is never used alone in the Parenting Plan because it is too vague and has too many meanings for too many people.
- viii. Day-to-day decisions: Any and all routine parental decisions that do not interfere with decisions designated “major” or “moderate.”
- ix. Gate keeping: When one parent controls the flow of information about the children. This can only occur when one parent does not have access to the source of information.

- x. Major decisions: Non-emergency surgery, long-term prescription medication, and other life-altering decisions.
- xi. Moderate decisions: Religious ordinances, emergency medical treatment, extra-curricular activities that affect a co-parent's awarded time, piercings and similar decisions.
- xii. Non-compliance: Three or more failures to follow the Parenting Plan.
- xiii. Parent-time: The actual time awarded to a parent to care for the children.
- xiv. Reply Notice: 48 hours in advance of an actual event.

b. FIRST PERSON RECITATIONS: Each party shall adhere to the following in the first person to-wit:

- i. I understand that the court is the “boss” of this case and that I don’t get to make my own rules at any point. I am willing to work hard and I agree to be a flexible Co-parent. I agree that Co-parenting is the lifestyle that will give our children the best chance at success in life and that it is in the best interest of our children.
- ii. I shall look for the positive qualities of my Co-parent. I understand that our children will view themselves as ½ me and ½ my co-parent. I shall abide by the Platinum Rule and treat my Co-Parent exactly the way I want to be treated by my Co-parent.

- iii. I shall actively promote our children's positive relationship and opinion of my Co-parent (I am not required to lie to do so. However, I shall not disclose information that is inappropriate for our children).
- iv. I shall not bother, harass, annoy or threaten my Co-parent.
- v. I shall focus 90 percent of my efforts on my own Compliance in this parenting plan and only 10 percent on my Co-parent's Compliance.
- vi. I understand that my Co-parent's parenting style may be different than mine; however, this does not make it worse. I shall embrace the positive and not focus on changing my Co-parent.
- vii. I know that no parent ever gets enough time with their children. I shall cherish my time and use it wisely.
- viii. I understand that it shall never be acceptable to use our children as confidantes or counselors on Adult issues.
- ix. I understand our children will continue to mature. As our children's needs/interests change I shall utilize my best efforts to coordinate any appropriate changes with my Co-parent. Neither of us can unilaterally make any changes.
- x. Any modifications shall be written and signed by both parties.

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c. COMMUNICATION:

- i. Both parties shall update the other party of any basic travel updates, child related matters, parenting arrangements, right of first refusal notices, and educational or medical information directly relating to the children.
- ii. Both parties shall respond substantively to a degree a reasonable person would consider their questions answered, and acknowledge the receipt of the message within forty-eight (48) hours whether the message is an update from the other parent, or a question.
- iii. No messages shall be ignored as this does not build a co-parenting dynamic between the two parents.
- iv. If one parent chooses to not acknowledge a question, voice an opinion, or respond then the parent asking the question, or asking for an opinion shall interpret no response as the other party does not have an opinion on that specific matter.
- v. Communication about Adult Issues shall occur between the parties only. This means that in the event that one or both of the parties have a significant other/marry, the parties shall continue to communicate with one another and not communicate instead through their new spouse or any other third party. In the event that communication with our children regarding Adult Issues becomes necessary, it shall be done jointly with my Co-parent.

- vi. Communication with my Co-parent shall be via text unless there is an emergency necessitating a phone call.
- vii. Communication with my Co-parent shall be peaceful, civil, and non-abusive.
- viii. Communication with my Co-parent shall only be about our children and any concerns or issues relating to our children.
- ix. Communication with our children shall not disparage, harm or alienate my Co-parent. Communication with our children shall positively reinforce the good qualities of my Co-parent.
- x. I shall Confer with my Co-Parent on Major Decisions and Moderate Decisions and utilize Advance Notice and Reply Notice.
- xi. I shall create my own relationships with our children's teachers, doctors, coaches and friends. I shall obtain child related information for myself and freely exchange this information with my Co-parent.
- xii. I shall notify my Co-parent immediately in the event of a medical emergency. I shall notify my Co-parent when a child is ill and shall not utilize it as a means to interfere with parent-time. My Co-parent is competent to care for our children during illness. Nevertheless, our children's comfort should be placed ahead of my desires. I shall give details on medication for our children and any dosages necessary. I shall administer properly prescribed medication as instructed.

- xiii. **Our children have one life and two homes.** They will reap the benefits from knowing that both of us know about, and are involved in, their significant life events, whether those are positive or negative. To foster consistency, predictability, stability and continuity of care for the children, we shall communicate regularly regarding their routines, activities and experiences. I know that in order to make this situation as beneficial as possible for our children, I shall not be verbally abusive in any way while communicating with my Co-Parent.
- xiv. All communications, written or otherwise, will be child-focused, cordial and to the point about the children. We shall remain courteous and polite in communications with each other at all times. In addition, we shall refrain from including information that reflects our personal opinions and feelings about the other parent and concentrate on deciding what is in our children's best interests. Any concerns or questions are permitted and shall be presented neutrally without blame or criticism. There shall be mutual respect for differences in parenting style and approach between the homes.
- xv. I shall allow our children to have liberal phone and other contact with my Co-parent during reasonable hours. This shall not be abused by either parent (a short phone call or contact a day is plenty for our children so it will have to be plenty for me too). I shall not take away the phone my co-parent and I have agreed to provide for our children without first discussing doing so with my co-parent.

xvi. **Receipts:** The parties shall provide one another with any invoice or receipt they have received for the children's expenses and any request for refund from the other party shall be done through text message. Each receipt or payment shall include a clear description of the expense and what it covers.

9. **SCHOOL DECISIONS.**

- b. The children shall continue to attend their current school and feeder schools based on Cheyenne's residence as the primary residence.
- c. Both parties are to refrain from talking negatively about the other parent to any teacher or school administrator.

10. **MEDICAL DECISIONS.**

i. **Dental:**

- 1. Cheyenne shall be responsible for continuing to set up the children's regular six month checkups with the dentist.
- 2. If there is any specialty dental work that needs to be done for the children then Cheyenne is responsible for relaying all of the information to Andrew via text, and for any specialty work the parties shall work together to ensure that both parties can participate in any follow up care for the children.

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ii. **Orthodontics:**

1. If at any point the children are in need of orthodontics, either one of the parties can inform the other party if they feel this is an issue via text.
2. Cheyenne and Andrew shall both have an input on orthodontists. Cheyenne shall have the final say on who the orthodontist will be based upon location and convenience for the appointments, but will give weight to Andrew's opinion and reasons for who he wants the orthodontist to be.
3. After an orthodontist is chosen the parties shall work together with the orthodontist to ensure that the orthodontist sends half of the bill to each party.
4. The parties shall also work together on any appointments the children will have. No matter whose parent time the appointment falls on that party shall make sure that the children make it to their appointments.
5. The appointments are to be put on a shared calendar by the party making the appointment.
6. If it works out best, and both parents have a desire to be involved in the orthodontic procedure then the parents can alternate who takes the children making it every other appointment they trade off.

7. If the procedure set forth in paragraph 6 becomes a problem, then Cheyenne shall be the responsible party for all orthodontic appointments until the issues can be resolved.

iii. **Medical:**

1. Cheyenne shall be responsible for the yearly checkups for the children.
2. If the appointment is for something more serious than a yearly checkup for the common cold or flu, the parties shall work together to ensure that both parents can be involved in the children's care if they desire.
3. For any major decisions such as tonsils, broken bones, cancer, the parties shall discuss the options, communicate with the professionals and then work together for the best benefit of the children.
4. If the parties cannot agree to having a surgery or major procedure Cheyenne shall have the final decision-making authority.
5. If Andrew disagrees with the final decision, he shall have the right to take Cheyenne to mediation to try and resolve the issue prior to taking her to court.

11. **SPECIAL EVENTS:** Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, vacations, and other significant events in the lives of the children or in the life of either parent which

may inadvertently conflict with the visitation schedule. I shall not abuse this privilege by making excessive requests or unreasonably withholding permission.

a. **Travel and Local Relocation:**

- i. **Traveling out of State:** If I travel with our children out of state, I shall give my Co-parent at least 14 days advance notice and provide them with a phone number and address for emergencies. When travelling I shall make reasonable efforts to facilitate communication with my Co-parent and provide the following information to my co-parent prior to the travel taking place:

1. An itinerary of travel dates;
2. Destination;
3. Places where the children or traveling parent can be reached; and,
4. The name and telephone number of an available third person who would be knowledgeable of the children's location.

- ii. Cheyenne can travel out of state with the minor children, including travel to Arizona for work, family and vacation purposes.

iii. **Out of State Travel Return:**

1. If either parent travels out of state or out of the country with the minor children for vacation or travel purposes, both parties shall be legally obligated to return the children to the State of Utah in accordance with the custody and parent-time orders.

- iv. **Local Address Change:** I shall provide my Co-parent current contact information within 24 hours of any local change of address.

b. **ACTIVITIES:**

- i. Both parties have the right to know about and attend all school, religious, and extra-curricular activities of our children.
- ii. If I have joint physical custody of our children then it is my duty to ensure that our children have the opportunity to be exposed to many good activities. If I am selfish in how my parent-time is spent this cannot occur—as I enjoy a substantial portion of our children’s time. If I am selfish in how my parent-time is spent this is less likely to occur. Therefore, it is encouraged that I cooperate and listen to our children’s wishes and desires regarding the activities our children would like to participate in.
- iii. I realize that there will be times that activities and/or events will fall on my parent-time. We recognize the importance of our children being able to celebrate special occasions with family and good friends and every effort will be made for them to attend. This applies when either of us would like to have the children for a special occasion when the scheduling of this occasion is out of our control.
- iv. I shall not withhold fun activities our children would like to participate in just because it is my parent-time. I acknowledge that if I do so it is more about me than

our children and will correct the decisions to reflect what is in the best interest of our children.

- v. I shall not withhold birthday parties, family parties, school parties, activities or events our children would like to participate in just because it is my parent-time. I acknowledge that our children want to have friends and with friends comes social activities including events, activities, extracurricular activities and parties.
- vi. I can enroll our children in activities that do not require involvement of my Co-parent. By doing so I recognize my Co-parent will not be sharing the cost and understand that the activity shall not interfere with their parent-time.
- vii. When the children participate in “public events” and both of us and/or our guests attend, the children shall be directed by the resident parent at that time to connect with the non-resident parent before and after the event. The resident parent shall communicate to the children that they can take a few minutes after the event to speak to their non-resident parent and the resident parent will be waiting for them. Both parties will be cordial whether it is verbal or non-verbal.
- viii. I shall discuss any proposed changes to the parent-time schedule with my Co-parent prior to talking with our children about any activity that I want them to be involved in.
- ix. I shall help our children to complete any homework our children have received during my parent-time.

- x. I shall make our children's activities comfortable and enjoyable for our children, and remember that my own needs are inferior.

c. **ENVIRONMENT:**

- i. While caring for our children I shall not consume any intoxicant or other substance to impairment.
- ii. I shall not smoke any illegal substance in the presence of our children nor permit third parties to do so.
- iii. While caring for our children I shall not have any inappropriate or explicit viewing material available or on while the children are in my care. This is to include but not limited to unacceptable materials based on the age of the children that could be viewed on the television, computer, laptop, cellphone, iPad or any other electronic device. I shall also not have any inappropriate materials within reach such as books, pictures, etc.
- iv. While caring for our children I shall prevent a rotating door of the opposite sex meeting our children and staying in the home overnight, including having sleepovers with a partner. I acknowledge that our children are young and impressionable and meeting multiple partners/friends of their parents can be confusing and teach them values that we do not want to instill in our children.
- v. I shall not introduce our children to a new partner until the relationship has been exclusive for at least three months.

vi. I shall not have any sleep overs with an intimate partner while my children are in my care until the relationship has been exclusive for at least six months.

vii. I shall prevent anybody from disparaging my Co-parent or other individual significantly bonded to our children. I shall control my own extended family and make sure that their conduct and behaviors are consistent with these terms.

d. **CLOTHING, BELONGINGS AND CELLPHONES:**

i. We shall each have toiletries, pajamas and as many belongings as possible for the children in our own homes. These items shall not travel back and forth.

ii. We shall ensure that any clothing, electronic devices or toys that move between the two homes rotate freely and are returned promptly.

iii. We shall have equal responsibility for the purchase of winter and other expensive clothing and footwear, and ensure that if it is worn to the other parents' home that it is returned with the children.

iv. We shall both provide school clothes and play clothes for the children. The clothes must fit the children, and be proper for school and for play. We shall ensure that any clothing moves between the homes freely, and are returned promptly at the beginning of the other parties' parent time.

e. **SCHOOL SUPPLIES, BACKPACKS, HOMEWORK:**

i. We shall ensure that any school supplies, backpacks for school, and homework move between the two homes freely and are returned promptly.

- ii. The parent with the parent time on school days shall ensure that the children complete all necessary homework, projects and reading assignments so the children do not get behind, and so the other parent is not doing all of the homework.

f. **SOCIAL MEDIA:**

- i. We shall protect the privacy and safety of the children and each other by limiting the children's exposure on social media as follow:
 - 1. The privacy settings shall be adjusted so that only family and/or close friends can view the photographs of the children.
 - 2. Neither of us shall post on social media comments about our co-parent or disputes between us. This includes any derogatory references about coparenting or suggestions our co-parent is incompetent, incapable, unsafe, and/or unstable.
 - 3. Family members and friends shall be expected to comply with the above terms.

g. **DAYCARE/SURROGATE CARE/RIGHT OF FIRST REFUSAL:**

- i. The children shall be in the care of one of the biological parents rather than a third party, whenever reasonably possible. The parties shall foster mutual trust and cooperation in the implementation of the right of first refusal by ensuring that the other parent is given the opportunity to care for the children before making alternative childcare arrangements with a third party.

- ii. Both parties acknowledge that their children are perceptive and likely to share experiences with each parent. In the interest of honesty and effective co-parenting, both parties agree they will not attempt to conceal the children's whereabouts or caregiving arrangements during their respective parenting time. If a parent is unable to care for the children during their scheduled time, they shall offer the right of first refusal to the other parent through text. The receiving parent shall have a reasonable amount of time to accept or decline the offer before other childcare arrangements are made.
- iii. If Andrew is unavailable to be with the minor children himself, he shall offer Cheyenne the right of first refusal. If he is going out of town, working, or has other plans then Cheyenne has the right of first refusal if Andrew will be away from the children for the night.
- iv. If Cheyenne is unavailable to be with the minor children for the night, she shall offer the right of first refusal to Andrew with the same guidelines as Andrew's as stated above.
- v. If either party elects to take advantage of the right of first refusal they must do transportation both ways.
- vi. If the co-parent is unable to take advantage of the right of first refusal, and the children are left with a surrogate care provide, each parent shall provide:

1. All surrogate care providers with the name, current address and telephone number of the other parent; and
2. Provide the other parent with the name, current address and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

EXTRACURRICULAR ACTIVITIES: The parties shall share equally the costs of any extracurricular activities for the children so long as the activity is agreed upon in writing prior to enrolling the children in the activity. If the parties agree to the activity, then each party shall ensure that the children are transported to and from the activity during their parent-time and that the children take all necessary equipment, uniforms, supplies etc. to the activity.

h. **VEHICLES/ INSURANCE/ CELLPHONE:**

i. **VEHICLE:**

1. We acknowledge that our children will someday need an automobile when they are able to obtain a driver's license.
2. The parties shall work together when the children are ready to have a vehicle of their own to purchase them a vehicle(s).
3. Both parties shall equally share the responsibility of the vehicle including purchase price, maintenance, etc. until the children are of age to take over these responsibilities themselves.

4. Since the children will be living primarily with Cheyenne, she shall maintain the vehicle(s)' insurance coverage through her insurance provider and Andrew shall be responsible for half of the children's portion of the car insurance.
 5. The children's vehicle(s) shall be allowed to be driven by the children to and from both homes for their parent time with both parents.
 6. Both parents shall help the children pay for gas if they do not have employment of their own.
- ii. AUTO INSURANCE FOR THE MINOR CHILDREN: Cheyenne shall provide proof of the auto insurance every six months to Andrew and shall ensure that the children's vehicle(s) have an up-to-date insurance card in them.
- iii. CELLPHONES:
1. We acknowledge that FaceTime and telephone communication are alternate forms of access that can be beneficial for the children. The children shall not be provided an actual cell phone until the parents both feel that they are of age to have one, whether it be a Gab phone or a cell phone. Once the children are provided either kind of phone all parental controls shall be added. The parents shall share equally the phone expenses including the cost of the phone and the phone plan. The parties shall work out a plan for paying the bills, rules for the

phone, when to turn it on and off in their home and any other regulatory needs.

2. Neither parent shall take away the children's phone(s) for any period long enough making it so the other parent cannot communicate with the children.
3. The phone can be taken away, but the children must have an alternate method/phone to talk to the other parent.
4. All phone calls with the children shall be left up to the children, considering the children's age, attention span and how long they want to talk for.
5. The parents shall give the children privacy when they are speaking to the other parent, and neither party shall monitor the phone calls.

- i. **STEPPARENT:** I understand that a stepparent is likely to be involved at some point with our children—whether by myself or through my Co-parent. I shall value the positive aspects of any stepparent introduced into the relationship. I shall ensure any stepparent I introduce to the relationship does not overstep their limited role. The role of a stepparent is to support, not supplant, a Co-parent.
- j. **CONCLUSION:** If the court finds my actions to be dishonest, deceptive or frivolous, or finds me in Non-compliance, then it should sanction me. I shall routinely review each and every provision of this parenting plan and ignorance shall not be a defense.

12. ALIMONY: No alimony shall be awarded to either party. Each party has waived any past, present, or future claim for spousal support or alimony from the other. This waiver is intended to be permanent and non-modifiable, and the Court shall retain no jurisdiction to award alimony to either party now or in the future.

13. CHILD SUPPORT:

- a. For child support purposes, Cheyenne's gross monthly income is imputed at \$5,000.00.
- b. For child support purposes, Andrew's gross monthly income is imputed at \$13,000.00.
- c. Child support shall be calculated based on a joint custody child support worksheet with Cheyenne having 209 overnights and Andrew having 156 overnights.
- d. Based on the above incomes and number of overnights for each party, Andrew's child support obligation to Cheyenne shall be \$1,100.00 per month.
- e. The child support obligation shall commence on June 1, 2026.
- f. Child support shall be paid by Andrew to Cheyenne as follows: $\frac{1}{2}$ by the 1st and $\frac{1}{2}$ by the 15th of each month.
- g. The child support obligation shall continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation – whichever occurs later. Commencing the

following month, the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child.

(www.utcourts.gov/childsupport/calculator).

14. CHILD SUPPORT RECALCULATION: The issue of child support shall be reviewed and subject to recalculation upon the sale of the Property, based upon the parties' financial circumstances existing at that time and pursuant to applicable Utah child support guidelines.

15. CHILDCARE COSTS:

- a. Each party shall be responsible for their own childcare costs.
- b. The parties shall provide the name and address of who will be providing the childcare to one another as both parties have a right to know who is watching their children.

16. HEALTH INSURANCE AND EXPENSES:

- a. Health Insurance. The parties shall maintain the health, dental and vision insurance for and on behalf of any minor child of the parties so long as it is available through their employment.
- b. Apportionment of Medical Insurance Premium. The minor children shall be enrolled in medical, dental, and vision insurance through either Party's place of employment, if such coverage is available at a reasonable cost. The parties shall share equally the minor children's portion of the cost of coverage. 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 (the numerator) by the

number of persons covered under the policy (the denominator) and multiplying the result by the number of minor children who are covered by the policy. The resulting number shall be divided by two to account for each party's share of the costs associated with the children's portion of the overall insurance premiums.

- c. The party providing the insurance coverage shall provide verification of coverage to the other party and to the Office of Recovery Services (as applicable) upon the initial enrollment of any child and annually on or before January 2 of each year. The providing party shall notify the other party and the Office of Recovery Services (as applicable) of any change in insurance carrier, premium, or benefits within thirty (30) days of the change and shall timely provide updated insurance cards to the other party.
- d. Out-of-Pocket Costs. The party shall equally share all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, therapy, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the children. The party incurring the health care expense shall provide proof of the expense and proof of payment to the other party within thirty (30) days of payment. The non-incurring party shall reimburse the incurring party for their one-half (1/2) share of the expense within thirty (30) days of receiving the documentation.
- e. Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with section (d) above.

- f. Double Coverage. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of Andrew shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Cheyenne shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost.

17. CHILD RELATED INCOME TAX DEDUCTIONS:

- a. Every year Andrew shall claim C.A.J. for all state and federal income tax purposes until C.A.J. reaches the age of 18 or graduates, whichever comes later.
- b. Every year Cheyenne shall claim C.M.J. for all state and federal income tax purposes until C.M.J. reaches the age of 18 or graduates, whichever comes later.
- c. When there is one minor child left, Cheyenne shall claim the child in even years, and Andrew shall claim the child in odd years.

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18. PERSONAL PROPERTY:

- a. Each party shall be awarded the personal property in his or her possession, including the following:
 - i. Cheyenne is awarded the following:
 - 1. Her Mazda CX-5.
- b. Andrew is awarded the following:
 - 1. His 2012 Mazda Speed3.
- c. Any other personal property shall be equitably divided between the parties. If the parties are unable to agree to the distribution of the property, then the parties shall mediate any dispute thereto prior to bringing the action before the court.
- d. All agreed-upon property to be distributed between the parties shall be exchanged within 30 days of the entry of the Decree of Divorce.

19. BANK ACCOUNTS: Each party shall be awarded the bank accounts in his or her own name as his or her own separate property.

20. REAL PROPERTY: During the marriage, the parties acquired a home and real property located at 2988 N. 450 E., North Ogden, Utah 84414 (“the Property”). Cheyenne is awarded temporary possession of the Property for the purpose of preserving the Property as an investment asset and preventing loss of equity. Cheyenne shall have temporary exclusive use, possession, and management of the Property, subject to the following terms.

21. The parties shall continue jointly owning the Property following entry of the Decree of Divorce as follows:
- a. Both parties shall each be responsible for paying 50% of the mortgage payments, homeowner's insurance, property taxes, necessary repairs and any maintenance and upkeep expenses associated with the Property.
 - b. Neither party shall encumber the Property with any further loans, mortgages, home equity lines of credit, judgments, liens, or other encumbrances until such time as the Property has been sold or one party has bought out the other party's equity interest and removed the other party's name from the mortgage and title.
 - c. While Cheyenne resides in the Property, if Cheyenne permits a romantic partner to reside at the Property for more than two (2) nights in any seven-day period on a recurring basis, Cheyenne shall notify Andrew. Upon such occurrence, either party may request renegotiation of the financial terms related to the Property, including contribution toward mortgage payments, household expenses, rental value, or equity distribution.
22. Each party retains the exclusive right to force the sale of the Property at any time. If either party intends to force the sale of the Property, access or withdraw their equity interest, refinance the mortgage, discontinue ownership or possession of the Property, or otherwise seeks to terminate the joint ownership arrangement, that party shall provide the other party with no less than six (6) months' written notice of their intent to do so.

23. During the six-month notice period, the parties shall continue to share equally the expenses set forth in paragraph 21(a) and shall cooperate in good faith to agree to one of the following:
- a. Either party refinancing the Property into their sole name and buying out the other party's equity interest; or
 - b. Listing and selling the Property.
24. Each party's equity interest in the Property shall be calculated by subtracting the then-current principal balance of the mortgage from the appraised value of the Property and dividing by two. The Property shall be appraised by a certified residential real estate appraiser within the six-month period, with the party seeking to retain the home paying all costs associated with the appraisal. In the event that a party retains the home and buys out the other party's equity interest, they shall remove the other party's name from the mortgage and title concurrent with the buy-out.
25. In the event either party defaults on their required financial obligations related to the Property, or at the conclusion of the six-month period described above which results in no agreement as to the disposition of the Property, , the parties shall immediately list and sell the Property as follows:
- a. The Property shall be listed with an agreed upon real estate agent. If the parties cannot agree on a realtor then Cheyenne shall give Andrew three names and Andrew shall choose one of the three within seven (7) days of receiving the names.

- b. The parties shall cooperate fully in listing the Property for sale, including executing all documents reasonably necessary to effectuate the sale, maintaining the Property in a marketable condition, and following the reasonable recommendations of the realtor regarding pricing and sale terms.
- c. The parties shall equally divide all realtor commissions, closing costs, and customary expenses associated with the sale of the Property, which shall be paid from the sale proceeds at closing.
- d. If one party was in default of paying their share of the expenses listed in paragraph 21(a) above, the party who paid their share of those expenses shall receive credit for those payments and shall be awarded that money in addition to their one-half (1/2) share of the net equity, to be paid from the net sale proceeds of the Property.
- e. After payment of the above-listed realtor fees and closing costs, any and all remaining net equity from the sale of the Property shall be equally divided between the parties.

26. BUSINESS – TRANQUILITY WELLNESS CENTER LLC, DBA EMBODY YOUR LIGHT: Various business entities and business accounts were established and/or maintained during the marriage, which shall be distributed as follows:

- a. Cheyenne is hereby awarded all right, title, ownership, interest, equity, goodwill, income, accounts receivable, equipment, inventory, vehicles, contracts, licenses, permits, and all other assets associated with Tranquility Wellness Center LLC, DBA

Embody Your Light, free and clear of any claim, right, title, or interest of Andrew, pursuant to the parties' settlement agreement.

- b. Cheyenne shall assume and be solely responsible for any and all debts, liabilities, obligations, taxes, tax liabilities, payroll liabilities, business loans, lines of credit, judgments, accounts payable, litigation claims, penalties, interest, or other obligations associated with Tranquility Wellness Center LLC, DBA Embody Your Light, whether known or unknown, existing or contingent, arising before or after the entry of this Decree.
- c. Cheyenne shall indemnify, defend, and hold Andrew harmless from any and all claims, demands, liabilities, losses, attorney's fees, costs, penalties, tax assessments, or collection actions arising from or related to Tranquility Wellness Center LLC, DBA Embody Your Light.
- d. Andrew shall execute any documents reasonably necessary to effectuate Cheyenne's sole ownership of Tranquility Wellness Center LLC, DBA Embody Your Light consistent with the terms of this Decree.

27. RETIREMENT AND INVESTMENT ACCOUNTS: Each party shall retain as their sole and separate property any retirement, pension, 401(k), IRA, investment, or other retirement-related accounts currently held in their individual name, free and clear of any claim, interest, or entitlement of the other party.

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Decree of Divorce

In re the Marriage of: Cheyenne Jones and Andrew Jones

28. DEBTS:

- a. Each party is awarded any and all debts they have incurred in their own name since the date of separation on May 21, 2026.
- b. The parties shall be equally responsible for the HELOC debt of \$11,046.88 as follows:
 - i. Each party shall pay a minimum of \$500.00 per month toward the HELOC loan balance until the debt is fully satisfied, unless otherwise agreed in writing.
- c. Cheyenne shall assume, indemnify, and hold Andrew harmless from any debts and obligations associated with her Mazda CX-5, including but not limited to all associated loan payments, insurance, registration and maintenance obligations.
- d. Andrew shall assume, indemnify, and hold Cheyenne harmless from any debts and obligations associated with his 2012 Mazda Speed3, including but not limited to all associated insurance, registration and maintenance obligations.

29. MUTUAL RESTRAINING ORDER:

- a. Both parties shall not commit, try to commit, or threaten to commit any form of violence against the other.
- b. Both parties shall be restrained from engaging in harassing, stalking, threatening, physically hurting, causing any other form of abuse, or violent behavior of any type against the other.
- c. Both parties shall be mutually enjoined and restrained from discussing the other party while in the sight or hearing distance of the minor children.

- d. Both parties are mutually enjoined and restrained from exposing the minor children to discussions regarding custody, questions about custody, or including the children in any communications or discussions with any other parties about custody of the minor children.
 - e. Both parties shall be mutually restrained from discussing the case in the presence of the parties' children or allowing third parties to discuss the case in the presence of the parties' children.
 - f. Both parties shall be restrained from making negative, disparaging or derogatory comments about the other party to or in the presence of the parties' children and shall use their best efforts to restrain third parties from making any such comments in the presence of the parties' children. This "non-negative, non-disparaging, non-derogatory" provision includes all communication between the parties or to third parties, whether by text message, email, direct phone calls, voice messages, live video, face-to-face communications, or social media.
 - g. Both parties shall be restrained from entering the other's residence without the other party's permission or knowledge.
2. MAIDEN NAME: Cheyenne is restored to her maiden name of CHEYENNE MIKELLE WEBER.

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30. ATTORNEYS FEES:

- a. Each party shall pay their own attorney's fees and costs incurred in this proceeding.
This shall not include attorney fees associated with future enforcement or modification actions.
- b. If either party defaults in his or her obligations hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing party shall be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

31. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

- a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.
- b. Each party shall immediately notify their respective creditors of these terms and the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.
- c. Unless otherwise agreed the foregoing shall be completed within 30 days of the entry of the Decree of Divorce.

*******END OF DOCUMENT*******
COURT SIGNATURE AND DATE APPEAR AT THE TOP OF FIRST PAGE

Decree of Divorce

In re the Marriage of: Cheyenne Jones and Andrew Jones

RULE 7 NOTICE

Pursuant to Utah Rules of Civil Procedure 7(j)(4), the proposed Order will be filed with the above entitled court seven days after service upon you and submitted to the District Court Judge for signature. Your Objection, if any, must be filed with the Court within seven (7) days after service.

By signing below, I also
give approval and
authorization for counsel to
electronically sign this
document on my behalf
when it is e-filed with the
Court.

Approved as to form and content:

/s/Cobie Spevak

Cobie Spevak

Attorney for Andrew Jones

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the Answer to Counter Petition to the following as outlined herein:

Cobie Spevak cspevak@arnoldwadsworth.com	X E-Mailed Facsimile Hand delivery E-Filed

The foregoing was performed on September 10, 2026

/s/ Tammy Cragun

Paralegal

Decree of Divorce

In re the Marriage of: Cheyenne Jones and Andrew Jones
