

The Order of the Court is stated below:

Dated: November 25, 2024
02:19:36 PM

/s/ KENT HOLMBERG
District Court Judge



TRAVIS J. ROBERTSON, ESQ. (14769)

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**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SUMMIT COUNTY, STATE OF UTAH**

This is a divorce matter between CURTIS CHAS SWEETEN (“*Chas*” or “*Father*”) against JESSICA MARIE SWEETEN (“*Jessica*” or “*Mother*”) in accordance with applicable Utah law. The Court, having entered appropriate Findings of Fact and Conclusions of Law

consistent with the parties' Divorce Agreement, finding the same to be fair and equitable, and otherwise being fully advised, for good cause appearing, does hereby ORDER, ADJUGE, an DECREE as follows:

The parties are hereby granted a divorce, and their marriage is hereby dissolved upon the entry of this Decree, on the ground that the parties have experienced irreconcilable differences in the marriage, rendering the continuation of the marriage impossible.

MINOR CHILDREN

1. The parties have two minor children ("***Minor Children***") as issue of this marriage:
 - a. S.S. born November 13, 2007
 - b. K.S. born December 20, 2012.
2. No other children are expected as issue of this marriage.
3. The parties' Minor Children have been residents of Summit County, Utah for six consecutive months prior to the filing of this action, and as such, Utah is the home state of the Minor Children pursuant to U.C.A. § 78B-13-102(7) and § 78B-13-201(a), and/or the parties consent to Utah having jurisdiction over the Minor Children.
4. Neither party knows of any person not a party to these proceedings who has physical custody of the Minor Child or who claims to have custody or parent-time rights with respect to the Minor Child.

CUSTODY

5. It is in the best interests of the Minor Children that the parties are awarded joint legal and joint physical custody, pursuant to the provisions below.

PARENT TIME AND PARENTING PLAN

6. Chas is awarded 145 overnights/year and Jessica is awarded 220 overnights/year. Unless the parties agree otherwise, Chas will have overnights on the first and third week of each month.

The “first week” shall be defined as the first 7-day period in which Monday occurs in the calendar month. On the first week, Chas will have the children from Monday morning at 8:00 a.m. (or after school when school is in session) until Saturday at noon. On the third week, his time will be from 8:00 a.m. (unless school is in session) until Sunday at noon. The parties may change the parent-time schedule by mutual agreement.

7. The parties shall each have a right of first refusal if the other party cannot exercise their designated parent-time overnight.

8. Unless otherwise agreed in writing by the parties, the party beginning his or her parent-time shall provide all transportation for parent-time exchanges. All parent-time exchanges shall be curbside. Neither party shall enter the property or residence of the other unless invited.

9. Holiday Time: The parties are awarded holiday parent-time with the Minor Children as follows:

a. Jessica will be awarded the Minor Children’s birthdays every year and shall be responsible for planning any such parties and celebrations. Parent-time shall commence at

b. Jessica is awarded December 24 at 11:00pm through December 25 12:00pm every year.

- c. Jessica is awarded Thanksgiving day starting at 9:00am through Black Friday at 11:00 am every year.
- d. Chas is awarded Labor Day every year.
 - i. Unless otherwise agreed by the parties, parent-time begins on Friday at:
 - 1. 9 a.m. if school is not in session and the parent can be with the minor child;
 - 2. The time that school is regularly dismissed; or
 - 3. 6 p.m. at the election of the parent granted the holiday.
 - ii. Parent-time ends at 7 p.m. on Labor Day.
- e. Jessica is awarded Halloween every year.
 - i. Unless otherwise agreed by the parties, parent-time begins on October 31st or the day that Halloween is traditionally celebrated in the local community:
 - 1. At the time that school is dismissed; or
 - 2. At 4pm if there is no school.
 - ii. Parent-time ends at 9pm Halloween night.

10. Vacation: Chas is awarded up to five weeks of vacation time with the Minor Children each year, and Jessica is awarded two weeks. The following conditions should apply:

- a. The children should never be away from either parent for more than 14 consecutive days, absent a written agreement.

- b. Neither parent should have more than 7 vacation days in a given month, absent a written agreement.
- c. The children should not miss more than 9 days of school per school year for vacations.
- d. Each party should provide the other with notice of their intent to exercise vacation days by the 18th of the month-and-a-half prior. For example, if a party wishes to exercise vacation time in July, they should provide notice of the selected dates by May 18th.
- e. Vacation days should not trump holiday dates, as described above.

11. Travel: The parties agree that travel, including international travel, is an important part of the children's lives and education. If either party is traveling out of state with the children, they should provide written notice of their destination and any available contact information to reach the children. The same standard should apply for travel to any countries who participate in the Hague Convention. If a party wishes to travel to a country that does not participate in the Hague Convention, they must have the written consent of the other party. Consent should not be unreasonably withheld.

- a. The parties should share custody of the passports. Both parties should make the passports readily available when the other party travels.
- b. When there is an agreement to travel internationally (or when no agreement is required by this Decree) the parties should cooperate in signing any documents required by the airlines, travel agencies, the passport office, visa applications, etc.

12. Decision-making: The parties shall share decision-making authority for all major decisions regarding the Minor Children (i.e., health, education, religion, etc.). The parties shall each make a good faith effort to co-parent and come to a mutual decision. Should the parties reach an impasse, they should consult with a qualified professional in the field to seek an opinion. If they still cannot agree, they should attend at least one good-faith session of mediation with a mutually agreed mediator before taking the dispute to Court. The parties shall equally share the cost of any mediation.

a. For decisions regarding the elder child's medical care, Jessica should have presumptive decision making authority, subject to Chas' right to bring the matter before the Courts for review.

b. The parties mutually agree that any vaccines administered to the children should be done at least two weeks apart.

c. Neither party should unilaterally discontinue medications or other prescribed treatments absent an agreement or a life-threatening emergency.

13. Each parent will make minor, day-to-day decisions for the children during the time they are caring for the Minor Children. Either parent may make emergency decisions affecting the health or safety of the children while in his or her custody. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

14. Education Plan: The Minor Children shall continue to attend school in the South Summit School District in their currently zoned schools and in the future. The parties may modify where the children school by mutual agreement confirmed in writing.

15. Communication: The parties may communicate with each other by any method.

16. The parties will permit and encourage unmonitored virtual parent-time with the parent who is not exercising his or her parent-time. Virtual parent-time shall occur at reasonable times, frequency, and duration.
17. Record and information sharing: Both parents will have access to records and the ability to consult with providers regarding education, childcare, and health care.
18. Both parties shall have authority to check the Minor Children out of school for appropriate reasons.
19. Relocation: If either parent moves more than 150 miles from their current residence, the parties shall comply with the provisions contained in Utah Code 81-9-209.
20. Restraints: Each party is permanently restrained from bothering, harassing, annoying, threatening, stalking, and/or harming the other at any time or in any place. If a parent fails to comply with a provision of the final Decree, the other parent's obligations will not be affected.
21. Each party is permanently restrained from discussing adult issues with the Minor Children, including finances, the status of this divorce case, or disagreements regarding parent time issues, etc.
22. Each party is permanently restrained from saying or doing anything negative, demeaning, disparaging, or derogatory against the other in the presence of the Minor Children. Neither party may attempt to influence a child's preference regarding custody or parent-time or say or do anything that would tend to diminish the love and affect the Minor Children for the other party. The parties must also remove the Minor Children from the presence of any other person engaging in any of the above-mentioned behaviors.
23. The parties shall not employ corporal punishment on the Minor Children.

CHILD SUPPORT

24. Jessica is currently employed and should be imputed at a gross monthly income of \$1,257.
25. Chas is employed and earns approximately \$20,000 in gross monthly income.
26. While there are two minor children, Chas should pay Jessica \$2,096 per month in child support, which amount is based on the child support guidelines established under Utah law. When the elder child emancipates, Chas should pay Jessica \$1,344 per the same guidelines.
27. Child support must be paid on the fifth (5th) day of each month, beginning after the entry of the divorce decree.
28. Child support shall continue until the Minor Children graduate from high school in their expected years of graduation or turn 18 years old, whichever happens later, any Minor Child passes away, or is emancipated.

SCHOOL AND EXTRACURRICULAR ACTIVITIES

29. The parties shall equally share the expenses of the Minor Children's extracurricular activities.
30. The parties shall equally share all school-related fees.

FEDERAL AND STATE INCOME TAXES

31. The parties shall each claim one Minor Child as a dependent on their respective taxes when both Minor Children are eligible to claim. When only one Minor Child remains to be claimed, Chas will claim the remaining Minor Child in even-numbered tax years and Jessica will

claim in odd-numbered tax years. The party who owes child support must be current by December 31st of the tax year in question in order to claim.

INSURANCE AND MEDICAL EXPENSES

32. The parties' Minor Children need medical insurance and Chas will provide insurance, including full health, dental, and eye coverage, for the Minor Children for as long as it is available at a reasonable cost and as the parties agree. If it becomes unavailable at a reasonable cost to Chas, whichever party can obtain medical insurance with adequate coverage for the least amount will be responsible to maintain insurance coverage on behalf of the Minor Children. At the option of the parties, the Minor Children may be covered under insurance plans for both parties. Unless the parties agree otherwise, if the Minor Children are covered by multiple plans, Chas's insurance shall be primary, and Jessica's shall be secondary.

33. The parties will be required to provide notice of any change of insurance carrier, premium, or benefits within thirty calendar days of the change.

34. Each parent will give the other parent a duplicate insurance card to present to medical providers for care.

35. The parties shall equally share the actual out-of-pocket costs of the medical, dental, and optical costs for the Minor Children, including the monthly insurance premiums, Children, deductibles, and co-payments incurred on behalf of the Minor Children. The Minor Children's portion of the premium is a per capita share of the premium actually paid. The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. Jessica's portion of any monthly premium shall be deducted from Chas's child support

obligation. If the Minor Children are included on health insurance plans of both parents, then each party will be responsible for their own monthly insurance premium.

36. The parent who incurs medical, dental, or optical expenses shall provide written verification of the cost and payment of the expense (i.e., receipt, invoice, etc.) to the other parent within 30 days of payment. The non-paying parent is required to remit payment of their one-half share within 30 days of receipt of the verification

37. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

ALIMONY

38. From November 1, 2024 until the older child emancipates, Chas shall pay Jessica \$2,404 month in alimony. The month following the older child's emancipation, Chas shall pay Jessica \$3,156. This section shall apply for a period of 13 years, ending on October 31, 2037. However, alimony shall automatically terminate upon Jessica's remarriage, cohabitation with a romantic partner, or death.

REAL PROPERTY

39. The parties jointly own the real property located at 832 West Celebration Loop, Oakley, UT 84055. This property shall immediately be listed for sale and sold at a reasonable price. If the parties disagree on whether a price is reasonable, they will defer to the judgment of the realtor. Both parties shall fully cooperate with signing any documents and performing any other actions required for the sale of this home. Any proceeds from the sale of the home will first be applied to

paying off both mortgages, the HOA parking fines, outstanding utilities, the Minor Children's University of Utah and Primary Children's medical bills, and Jessica's outstanding medical bills. Any remaining proceeds after paying off these obligations will then be split equally between the parties.

PERSONAL PROPERTY

40. Jessica is awarded the 2021 Subaru Crosstrek vehicle and all value therein. She shall have six months to either pay off the loan in its entirety, or else refinance the loan into her own name. Jessica is solely responsible for all maintenance, insurance, repairs, and all other expenses for this vehicle for the six months immediately following the entry of the divorce decree. If Jessica fails to refinance or pay off the loan within six months, she must sell the vehicle so that it is no longer in Chas' name. Jessica will keep any and all proceeds from the sale. Jessica should also be awarded the 2022 Kayo 230 motorcycle.

41. Chas is awarded the following vehicles and all value therein:

- a. 2016 Tesla Model X
- b. 2018 Husqvarna 450 motorcycle
- c. 2023 KTM 1290 Super Duke motorcycle
- d. 2001 Chevy Blazer

42. Any other items of personal property not mentioned herein shall be divided as the parties have already divided it or as the parties may agree.

DEBTS

43. The parties have a joint credit debt with Mountain America Credit Union, and Chas will be responsible for that debt. The parties have no other joint debt.

44. The parties shall be solely responsible for any debt held solely in their own respective names.

FINANCIAL ACCOUNTS

45. Each party shall retain all financial accounts in their respective names. Jessica shall be removed as a signer on the Mountain America checking account.

RETIREMENT AND INVESTMENT ACCOUNTS

46. Chas has retirement accounts from SkyWest and United. Jessica shall be awarded a total of \$104,500 from these accounts. Jessica is responsible to pay any taxes or penalties associated with withdrawing this money from the account(s). If possible, only one QDRO should be drafted and submitted. The parties shall share the costs of drafting the QDRO.

SETTLEMENT AMOUNT

47. In settlement of any inequality in the property and assets described above, Chas shall pay Jessica \$10,500. This payment should be due as soon as the funds from the house sale become available.

COSTS AND ATTORNEY FEES

48. Each party shall bear their own attorney's fees and costs.

MISCELLANEOUS

49. Each party is ordered to execute and deliver to the other such documents as are required to implement the provision of the decree of divorce entered in this case by the Court. Shall a party fail to execute a document within 60 days of entry of a divorce decree, the other party may

bring an Order to Show Cause at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure.

-END OF DOCUMENT – COURT SIGNATURE APPEARS ON FIRST PAGE-

Respectfully Submitted:

ROBERTSON ALGER & SPJUTE

/s/ Travis J. Robertson

TRAVIS J. ROBERTSON, ESQ. (14769)

Attorneys for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of October, 2024, I served the foregoing **DIVORCE DECREE** on the following individual on the manner indicated below, with the following Notice:

Jessica Marie Sweeten

jessicasweeten@gmail.com

Respondent

Signature: /s/ Travis J. Robertson

URCP 7(j) NOTICE

This document is being served on you as a proposed order pursuant to URCP 7(j). Please contact our office to confirm that you approve the form of this document and that we may add your electronic signature. You may file an objection to the form of this document within 7 days of service. Should you fail to approve or file an objection within the 7 days, this document will be submitted to the Court for entry without your signature.