

SEP 26 2023

4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

1

MELISSA KATHLEEN COMITO JASBERG
Petitioner Pro Se
66 W. Wildflower Dr.
Saratoga Springs, UT 84045
Telephone: (805) 331-0628

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY STATE OF UTAH
PROVO DEPARTMENT

In the Matter of the Marriage of:	DECREE OF DIVORCE
MELISSA KATHLEEN COMITO JASBERG, Petitioner,	Case Number <u>234402223</u>
and,	Judge <u>Johnson</u>
JEFFERY MICHAEL JASBERG, Respondent.	Comm. <u>Ito</u>

THE ABOVE CAPTIONED MATTER having come before the Court for hearing or consideration on the date set forth below, the undersigned, one of the Judges of the above entitled Court presiding, MELISSA KATHLEEN COMITO JASBERG, the petitioner being present in person or petitioner's presence being unnecessary in light of the affidavit filed herein in support of the divorce decree, JEFFERY MICHAEL JASBERG, the respondent not being represented by counsel, the respondent having signed and filed with the Court an Acceptance of Service, Appearance, and Stipulation or having been properly served and not having filed any responsive pleading and the time for such a responsive pleading having expired, based thereon upon the motion of the petitioner the default of the respondent was entered, or stipulation of the parties accepted, more than thirty days have elapsed since the filing of this action, or the waiting

having been previously waived, the parties having completed the mandatory educational courses for divorcing parents, or the requirements having been waived, the petitioner was sworn and testified or pursuant to Utah Code Ann. § 30-3-4(1)(b) (1953 as amended) and Rule 104, Utah Rules of Civil Procedure, the evidence necessary to establish jurisdiction and grounds for the divorce having been presented through the affidavit filed herein in support of the divorce decree, the Court having reviewed the file and the pleadings therein, including the Child Support Worksheet using the 2008 Legislative Child Support Guidelines, the Court having previously made and entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **MARRIAGE TERMINATED.** The marriage of the parties is hereby terminated and the petitioner is granted a Decree of Divorce from the respondent, said decree to become final automatically upon the date of signing and entry by the Court pursuant to the provisions of Utah Code Ann. § 30-3-7 (1953 as amended).

2. **CUSTODY.** The Petitioner is awarded sole legal and sole physical custody of the two (2) minor children born or adopted of this marriage. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birth dates of the children have been submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of each child are listed below:

E.R.J, born on August 12, 2014;

W.H.J., born on March 8, 2017.

3. **PARENTING PLAN.** Pursuant to Utah Code Ann. §30-3-10.1 *et seq.*, the following parenting plan shall be implemented by the parties.

PARENTING PLAN

- a. The parties shall comply with and be governed by the statutory guidelines of Utah Code Ann. §30-3-33.
- b. The Petitioner shall be awarded sole physical custody of the two minor children. The Respondent shall be entitled to daytime visits only, no overnights, and will be as the parties agree based on the schedule of the children and the parties. There will be no extended summer visitation for the Respondent, but Respondent shall be entitled to the same visitation as stated above throughout the summer.
- c. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.
- d. This parenting plan is filed by Petitioner in good faith and Petitioner believes the plan is in the best interest of the parties' children.
- e. Petitioner understands that pursuant to Utah Code Ann. §30-3-10.2(4) and §35A-3-1 *et seq.* selecting a joint physical custody arrangement may result in denial of state cash assistance for petitioner and the parties' children through the TANF/FEP program.

4. **RELOCATION.** For purposes of this section, "relocation" means moving 150 miles or more from the residence of the other parent.

- a. Pursuant to Utah Code Ann. §30-3-37, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:
 - i. the parent-time provisions in Subsection (5) or a schedule approved by both parties will be followed; and
 - ii. neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.
- b. The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and parent-time schedule and make appropriate orders regarding the parent-time and costs for parent-time transportation.
- c. In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a custodial parent is in the best interest of the child, consider any other factors that the court considers relevant to the determination. If the court determines that relocation is not in the best interest of the child, and the custodial parent relocates, the court may order a change of custody.
- d. If the court finds that the relocation is in the best interest of the child, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the child to visit the noncustodial parent. In making its determination, court shall consider:
 - i. the reason for the parent's relocation;

- ii. the additional costs or difficulty to both parents in exercising parent-time;
 - iii. the economic resources of both parents;
 - iv. factors articulated in all of § 30-3-37 of the Utah Code; and
 - v. other factors the court considers necessary and relevant.
- e. Unless otherwise ordered by the court, the relocating party shall be responsible for the child's travel expenses as follows:
- i. All travel expenses relating to visitation pursuant to Utah Code Ann. § 30-3-37 (6)(a) and (b) (holiday visitation).
 - ii. One-half (50/50) of the child's travel expenses relating to visitation pursuant to Utah Code Ann. § 30-3-37 (6)(c) (summer extended visitation), provided the noncustodial parent is current on all support obligations.
 - iii. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent shall be responsible for all of the child's travel expenses under Subsection (6), unless the court rules otherwise.
 - iv. The noncustodial parent will be responsible for all expenses relating to the optional one weekend per month visitation.
 - v. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.
- f. Any action under this section may be set for an expedited hearing.

6. **PETITIONER'S INCOME.** Pursuant to Utah Code Ann. §78B-12-203,

7. **RESPONDENT'S INCOME.** Pursuant to Utah Code Ann. §78B-12-203,

a. The Respondent is employed and grosses \$7,008.00 per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02, of the Utah Code of Judicial Administration, Respondent's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

8. **CHILD SUPPORT.** Pursuant to Utah Code Ann. §78B-12-202 *et seq.* it is reasonable and proper that the Respondent be ordered to pay to the Petitioner as and for child support:

- a. A sum of not less than \$1,230.00, per month as base support for the children of the parties, pursuant to the Uniform Child Support Guidelines. Unless the Court orders otherwise, support for each child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. §78A-6-801 *et seq.*
- b. Child support payments shall begin the month immediately following the entry of the order for child support. The monthly child support shall be paid one-half on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.
- c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §62A-11 parts 4 and 5 (1953 as amended), and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child

support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Respondent.

- d. The issue of child support arrearages may be determined by further judicial or administrative process.
- e. Each of the parties shall be ordered to notify the other within ten (10) days of any substantial change in monthly income.
- f. Under Utah Code Ann. §78B-12-210(8), the parties have a right to adjust the child support order herein by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered

does not deviate from the child support guidelines. Under Utah Code Ann. §62A-11-306.2, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

- g. Under Utah Code Ann. §§ 78B-12-210 (7) and (9), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award, but may not be applied to justify a decrease in the award.

9. **TAXES.** The Petitioner shall be entitled to claim the two (2) minor children of the parties as dependents/exemptions for federal and state income tax purposes and shall receive

any tax credits which may be claimed for the children, unless otherwise agreed in writing by the parties.

10. **MEDICAL / DENTAL INSURANCE.** Pursuant to Utah Code Ann. § 78B-12-212(1953 as amended), it is reasonable and proper that:

- a. Both parties shall be ordered to maintain medical, dental, optical, hospital and accident insurance coverage for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children. The parties may agree in writing that only one of the parties need maintain such insurance. At this time the parties agree that the Respondent will continue coverage for the minor children as long as possible.
- b. Respondent shall pay one-hundred percent (100%) of the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the health, etc. insurance. The premium amount for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of the parties' children covered.
- c. Respondent shall pay one-hundred percent (100%) of all reasonable and necessary uninsured and unreimbursed medical, dental, etc. expenses, including deductibles, co-payments, etc. incurred for the dependent children and actually paid by a party.
- d. The parent who incurs medical etc. expenses shall provide written verification of the cost and payment of medical expenses, etc. to the other parent within thirty (30) days of payment.

- e. A parent incurring medical etc. expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the Subparagraph above.
- f. Pursuant to Utah Code Ann. § 78B-12-212(6) (1953 as amended), a parent ordered to maintain insurance shall provide verification of coverage to the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §§ 601 *et seq.*, upon the initial enrollment of the dependent children, and annually thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §§ 601 *et seq.*, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he/she first knew or should have known of the change.
- g. The amount to be paid on premiums for such coverage may be included as an offset or as an additional charge in the calculations of base child support due and shall be subject to payment through Universal Withholding.

11. **CHILD CARE COSTS.** Pursuant to Utah Code Ann. §§ 78B-12-214 (1953 as amended), both parties shall pay one-half (1/2) of all reasonable work, career, or occupational training-related child care expenses necessary so that the parties can work full-time, up to forty (40) hours per week.

- a. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial

engagement of a provider and thereafter on the reasonable request of the other parent. The parent shall notify the other parent of any change of a child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

- b. The parent not directly paying for child care shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.
- c. A parent incurring child care 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 parent incurring the expenses fails to comply with the foregoing provisions.
- d. Each party shall be ordered to timely pay their portion of the monthly child care expenses for that month on or before the last day of each month.

12. **NO PUBLIC ASSISTANCE.** Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

13. **OBLIGATIONS FOLLOW THE CHILDREN.** Pursuant to Utah Code Ann. §78B-12-108 (1953 as amended), child support and the obligation to pay medical expenses for the benefit of the minor children shall follow the children and the respective obligations of the parties shall remain as set out in the original order regardless of which party has custody of the children. Pursuant to Utah Code Ann. §78B-12-205 (1953 as amended) if physical custody of the children changes from that set out in the original order, (not during extended visitation as set forth in §78B-12-216), the former custodial parent shall be ordered to pay the proportionate

share of child support as calculated and determined at the time of the original order; modification of the order is not necessary provided that a determination was made in the original order as to each parent's obligation.

14. **CHILD SUPPORT ABATEMENT.** Pursuant to Utah Code Ann. § 78B-12-216 (1953 as amended), for any thirty (30) day period in which a child resides with or visits the non-custodial parent for at least 25 of 30 consecutive days and over-nights, the amount of child support due and payable to the custodial parent for that period for that child shall be reduced by fifty (50%) percent. For any thirty (30) day period in which a child resides with or visits the non-custodial parent for at least twelve (12) but less than twenty-five (25) of any thirty (30) consecutive days and over-nights, the amount of child support due and payable to the custodial parent for that period for that child shall be reduced by twenty-five (25%) percent. Normal visitation and holiday visits with the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount of abatement shall be calculated by dividing the current base child support award () by the number of children () included in the award. The custodial parent shall provide written notification to the Utah State Office of Recovery Services and/or the state agency administering Universal Withholding of the extended visitation and the reduction of child support for that period of extended visitation.

15. **LIFE INSURANCE.** The Respondent shall be ordered to pay for and maintain term life insurance coverage on Respondent's life in the sum of at least \$74,000.00, as available through Respondent's employer, naming the children as equal beneficiaries of said coverage for

as long as Respondent owes a child support obligation under the decree to be entered and naming the Petitioner as trustee.

16. **PERSONAL / MARITAL PROPERTY.** The following division shall be ordered and shall be considered a fair and equitable division of the parties' personal and marital property, belongings and effect and both parties are satisfied with that division and ask the Court to confirm their division:

- a. The Petitioner shall be awarded the following property, free and clear from any claim by Respondent, subject to the indebtedness thereon, holding Respondent harmless therefrom:
 - i. Disney Vacation Club Titles;
 - ii. Chase Checking Account;
 - iii. Chase Savings Account;
 - iv. E.R.J.'s Bank Account;
 - v. Piano;
 - vi. King and Twin XL Beds;
 - vii. 90" TV;
 - viii. Mac Mini;
 - ix. Pin Collection;
 - x. Dog and Cat.

- b. The Respondent shall be awarded the following property, free and clear from any claim by Petitioner, subject to the indebtedness thereon, holding Petitioner harmless therefrom:
- i. Navy Federal Saving's Account;
 - ii. Navy Federal Checking Account;
 - iii. Couch;
 - iv. Full and Twin with Trundle;
 - v. Computer Screen (LG);
 - vi. GMC Sierra Truck.
- c. The minor child bank accounts through Navy Federal shall not be withdrawn by either party/parent. Petitioner shall be added as a joint adult owner, if possible. Both parties shall have equal access to these accounts to ensure they remain in place for the minor children. The children shall be allowed to use the funds in their respective accounts for a car at the age of eighteen (18). They shall also be allowed to access the funds at the age of twenty-five (25), or upon completion of a college degree.
- d. Each party shall be awarded their own personal property such as gifts, clothing, hygiene items, and anything else that is clearly identified as their own sole and personal property. Any further marital property not described and awarded above, shall be equally divided between the parties.

17. **PERSONAL / MARITAL DEBTS.** The following debt distribution shall be ordered and considered a fair and equitable division of the parties' marital and personal debts and obligations:

- a. The Petitioner shall be ordered to pay the following debts, holding Respondent harmless therefrom:
 - i. Nelnet, for student loans, in the amount of approximately \$117,425.22;
 - ii. Ford, for an auto loan on a 2018 Ford F150;
 - iii. Chase Bank, for a credit card, in the amount of \$77.64.
- b. The Respondent shall be ordered to pay the following debts, holding Petitioner harmless therefrom:
 - i. Navy Federal, for a credit card, in the current amount of \$0.00;
 - ii. Chase Bank, for a home mortgage, in the amount of approximately \$183,824.24;
 - iii. Chase Bank, for a auto lease on a 2023 Subaru Outback, in the amount of \$430.55/month for the term of the lease;
 - iv. Respondent's Student Loans;
 - v. American Express, for a credit card, in the amount of approximately \$1,769.28.
- c. The following debts shall be refinanced, or the property sold to remove the other party's name from the debt:
 - i. Home to be listed for sale no later than October 2024;

ii. Subaru Lease on the Subaru Outback by 2025;

iii. Ford loan on the Ford F150 by end of 2025.

- d. Each party shall be ordered to pay the debts he or she has incurred in his or her own name and/or for his or her own benefit during the marriage and since the date of the parties' separation, since July 25, 2023, holding the other party harmless therefrom. Both parties are satisfied with that division and ask the Court to confirm their division.

18. **NOTICE TO CREDITORS.** The parties shall notify their creditors in writing as to which party shall be responsible for payment of each of the various debts of the parties pursuant to the decree herein; they may do so by providing a copy of the decree to the creditor. The parties shall notify each creditor of both parties' current separate addresses. Said creditors shall, after such notice, provide both parties individually notices, statements, etc. regarding the debt as required by Utah Code Ann. § 15-4-6.5 (1953 as amended)(that statute also imposes some restrictions on creditors' ability to make negative credit reports with respect to a debtor not ordered to pay a joint obligation).

19. **REAL PROPERTY.** The parties shall be awarded joint use, ownership and possession of the real property located at 66 W. Wildflower Dr., Saratoga Springs, UT 84045, until sold. The home shall be listed for sale no later than October of 2024. The parties shall cooperate in listing the property and executing any documents necessary to sell the home. The parties will also consider realtor advice regarding sale price, repairs, etc. to maximize the proceeds of the sale. From the net sale proceeds, after taxes, closing costs, etc., the parties will

first pay Patricia Murray back the \$400,000.00 owe to her. If there are additional proceeds, the parties will share them equally (50/50).

20. **RETIREMENT.** The Respondent has the following retirement accounts and shall be awarded one-hundred percent (100%) of those accounts:

- a. TSP Account ending in 4599;
- b. Charles Schwab Account ending in 2191.

21. **ALIMONY.** Neither party shall be awarded alimony. Each party waives the right to future alimony.

22. **ATTORNEY FEES / COSTS.** Each party shall be responsible for and pay their own attorney's fees and costs incurred in this action.

23. **RULE 70.** Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Show Cause and request that the Court appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and court costs may be awarded against the non-compliant party

DATED this 26 day of Sep, 2023.

BY THE COURT:


JUDGE



Approved as to form and content:



JEFFERY MICHAEL JASBERG
Respondent

07 / 27 / 2023

DATE

FINAL PAGE.

DECREE OF DIVORCE.

MELISSA KATHLEEN COMITO JASBERG and JEFFERY MICHAEL JASBERG.

CERTIFICATE OF DELIVERY

I hereby certify that I caused to be delivered a true and correct copy of the foregoing

Decree of Divorce to Respondent at:

JEFFERY MICHAEL JASBERG
jasbergfamily@gmail.com

on the 07 / 25 / 2023.



MELISSA KATHLEEN COMITO JASBERG
Petitioner Pro Se