

Emie Cluff
Name
5876 W 11350 N
Address
Highland, Utah 84003
City, State, Zip
480-204-7679
Phone
emiecluff@gmail.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Emie Cluff
(name of Petitioner)

and

Brandon Cluff
(name of Respondent)

Other parties (if any)

Divorce Decree

264400494

Case Number

Low

Judge

Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Emie Cluff is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Emie Cluff. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Emie Cluff** and **Brandon Cluff** are the legal parents of the following children (Utah

Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Evie Lane Cluff**

Date of Birth: **Jul 17, 2020**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Evie Lane Cluff**

Date of Birth: **Jul 17, 2020**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jun 1, 2025**

Address: **5876 W 11350 N, Highland, Utah 84003 United States**

(1).

Caretaker at this address: **Emie Cluff**

Caretaker current address: **5876 W 11350 N, Highland, Utah 84003 United**

States

ii.

Move-out Date: **May 31, 2025**

Move-in Date: **Jan 1, 2024**

Address: **728 W 800 S, Orem, Utah 84058 United States**

(1).

Caretaker at this address: **Emie Cluff**

Caretaker current address: **5876 W 11350 N, Highland, Utah 84003 United**

States

iii.

Move-out Date: **This is the child's current address**

Move-in Date: **Jan 1, 2022**

Address: **1504 S Main St, Orem, Utah 84058 United States**

(1).

Caretaker at this address: **Brandon Cluff**

Caretaker current address: **1504 S Main St, Orem, Utah 84058 United States**

iv.

Move-out Date: **Dec 31, 2021**

Move-in Date: **Nov 1, 2021**

Address: **2805 N 760 E, Provo, Utah 84604 United States**

(1).

Caretaker at this address: **Emie Cluff**

Caretaker current address: **5876 W 11350 N, Highland, Utah 84003 United States**

States

(2).

Caretaker at this address: **Brandon Cluff**

Caretaker current address: **1504 S Main St, Orem, Utah 84058 United States**

States

v.

Move-out Date: **Oct 31, 2021**

Move-in Date: **Aug 15, 2021**

Address: **4402 E Millbrae Ln, Gilbert, Arizona 85234 United States**

(1).

Caretaker at this address: **Emie Cluff**

Caretaker current address: **5876 W 11350 N, Highland, Utah 84003 United States**

States

(2).

Caretaker at this address: **Brandon Cluff**

Caretaker current address: **1504 S Main St, Orem, Utah 84058 United States**

States

vi.

Move-out Date: **Aug 14, 2021**

Move-in Date: **Jul 20, 2020**

Address: **2165 E Marquette Dr, Gilbert, Arizona 85234 United States**

(1).

Caretaker at this address: **Emie Cluff**

Caretaker current address: **5876 W 11350 N, Highland, Utah 84003 United States**

States

(2).

Caretaker at this address: **Brandon Cluff**

Caretaker current address: **1504 S Main St, Orem, Utah 84058 United**

States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Emie Cluff** and **Brandon Cluff**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Emie Cluff** and **Brandon Cluff** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Emie Cluff** and **Brandon Cluff**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Emie Cluff** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Emie Cluff**'s home **182** overnights each year and in **Brandon Cluff**'s home **183** overnights each year.

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

Week	Evening	Parent
1	Monday	petitioner
1	Tuesday	petitioner
1	Wednesday	respondent
1	Thursday	respondent
1	Friday	petitioner
1	Saturday	petitioner

Week	Evening	Parent
1	Sunday	petitioner
2	Monday	petitioner
2	Tuesday	petitioner
2	Wednesday	respondent
2	Thursday	respondent
2	Friday	respondent
2	Saturday	respondent
2	Sunday	respondent

Parent-time for special occasions

11. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on 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.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	on Columbus Day.		
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses 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 31st 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 day the holiday begins.	Even years	Odd years
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 Break	(1) Holiday begins on Wednesday 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 day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	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 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
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	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
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 Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on	All Years: Emie Cluff is	

Holiday	Period	Noncustodial Years	Custodial Years
	Mother's Day at 9 a.m. the mother (2) Holiday ends on Mother's Day at 7 p.m.		
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: Brandon Cluff is the father
Summer Break	Emie Cluff will have up Odd years to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Emie Cluff.Emie Cluff will have an additional two weeks of extended Summer Parent-time at the option of Emie Cluff, subject to weekday parent-time for Brandon Cluff, but not weekends normally exercised by Brandon Cluff. Emie Cluff will notify Brandon Cluff of the summer break extended parent-time by May 1 each year. Brandon Cluffwill also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Brandon Cluff. Brandon Cluff will notify Emie Cluff of the summer break		Even years

Holiday	Period	Noncustodial Years	Custodial Years
	extended parent-time by May 15 each year. If the notification by Emie Cluff is not timely, Brandon Cluff may determine the schedule for extended parent-time for Emie Cluff, so long as Brandon Cluff has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
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 3rd at 6 p.m. (2)	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	Holiday ends on July 5th at 6 p.m.		
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	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. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Brandon Cluff's Birthday	Brandon Cluff will have parent-time each year on Brandon Cluff's birthday from 3:00 p.m. until the following morning when Brandon Cluff delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising		All years

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Emie Cluff's Birthday	Emie Cluff will have parent-time each year on Emie Cluff's birthday from 3:00 p.m. until the following morning when Emie Cluff delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

12. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

13. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

14. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

15. The school the children will attend is based on **Emie Cluff's** home residence.

16. Emie Cluff and Brandon Cluff has authority to check the children out of school. Emie Cluff and Brandon Cluff has access to the children during school. If the parents cannot agree, education decisions will be made by Emie Cluff.

Communication with each other

17. Parents will communicate with each other by any method.

Communication with the children

18. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

19. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

20. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

21. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with

others.

22. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **14** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

23. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Over the age of **16**.

Relocation of a parent

24. Neither parent may relocate with the minor children more than **100** miles from their current residence without a written agreement signed by the parties or further court order.

25. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the **the parent who moved**.

26. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

27. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

28. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

29. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Emie Cluff) (Utah Code 81-6-203)

30. **Emie Cluff's** gross monthly income for child support purposes is **\$5446**. **Emie Cluff** receives the following gross monthly income:
- Emie Cluff** is employed at **OLIPOP PBC**. **Emie Cluff** earns **\$5446** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Brandon Cluff) (Utah Code 81-6-203)

31. **Brandon Cluff's** gross monthly income for child support purposes is **\$4333**. **Brandon Cluff** receives the following gross monthly income:
- Brandon Cluff** is employed at **Curve Dental**. **Brandon Cluff** earns **\$4333** gross (pre-tax) monthly income working a 40-hour a week job or less.
32. The adjusted gross monthly income for **Brandon Cluff** is **\$4333**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

33. It is in the best interest of the children that **Emie Cluff** be ordered to pay child support to **Brandon Cluff** as follows:
- \$70.00** per month base support. This amount complies with the Utah Child Support Act.
34. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.
35. The **joint** custody worksheet was used to calculate child support.
36. The base child support amount using the joint custody calculation is **\$70** per month.

Child support reduction for extended parent-time

37. If a child lives with the non-custodial parent by court order or written agreement of the parties for:
- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
 - 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

38. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

39. **Brandon Cluff** will give **Emie Cluff** the information needed to set up direct deposit through **Emie Cluff's** employer. Once **Emie Cluff** has the information, **Emie Cluff** will have **Emie Cluff's** employer set up direct deposit to an account of **Brandon Cluff's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

40. The issue of past-due child support may be decided by future court or administrative action.

41. **Emie Cluff** and **Brandon Cluff** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Brandon Cluff**, **Emie Cluff** will reimburse **Brandon Cluff** for half the fee.

42. The parties must notify each other within 30 days of any change in their income.

43. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

44. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

45. **Emie Cluff** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Brandon Cluff** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

Child health care (Utah Code 81-6-208)

46. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

47. **Emie Cluff** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Emie Cluff's** insurance will be primary coverage.
- **Brandon Cluff's** insurance will be secondary coverage.

b. If a parent remarries and that parent's 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 coverage will be as follows:

- **Emie Cluff's** spouse's insurance will be primary coverage.
- **Brandon Cluff's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance,

and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. 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.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

48. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

49. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

50. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

51. Vehicles will be divided as follows:

a.

Year: **2021**

Make: **Buick**

Model: **Envision**

VIN: **LRBAZLR47MD078385**

Owner (before divorce): **Emie Cluff**
Current value: **\$14,610.00**
Amounts Estimated: **no**
Ownership After Divorce: **Emie Cluff**

I.

Lender: **Fifth Third Bank**
Address: **38 Fountain Square Plaza Cincinnati, Ohio 45202**
Date Acquired: **N/A**
Amount Owed: **\$11,061.70**
Amounts Estimated: **no**
Monthly Payment: **\$395.00**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

b.

Year: **2008**
Make: **GMC**
Model: **Sierra**
VIN: **N/A**
Owner (before divorce): **Brandon Cluff**
Current value: **\$3,270.00**
Amounts Estimated: **no**
Ownership After Divorce: **Brandon Cluff**
Loan: **N/A**

Bank and credit union accounts

52. Bank and credit union accounts will be divided as follows:

a.

Account Number: **0478**
Account Type: **Checking**
Institution Name: **NBKC Bank**
Address: **8320 Ward Parkway, Kansas City, MO 64114**
Date Opened: **N/A**
Balance (US Dollars): **\$16.46**
Estimated: **no**
Owner: **Emie Cluff**
Co-Owner(s): **N/A**

Divide as follows: **Emie Cluff should be awarded the entire balance of \$16.46 from this money.**

b.

Account Number: **5015**

Account Type: **Checking**

Institution Name: **Chase Bank**

Address: **P.O. Box 6294, Carol Stream, IL 60197**

Date Opened: **N/A**

Balance (US Dollars): **\$943.00**

Estimated: **no**

Owner: **Brandon Cluff**

Co-Owner(s): **N/A**

Divide as follows: **Brandon Cluff should be awarded the entire balance of \$943.00 from this money.**

Debts

53. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **0748**

Institution Name: **Synchrony Bank - Prime**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,181.00**

Minimum Monthly Payment (in US Dollars): **\$76.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

b.

Account Number: **8299**

Institution Name: **Synchrony Bank - Care Credit**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$3,109.00**

Minimum Monthly Payment (in US Dollars): **\$85.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

c.

Account Number: **6939**

Institution Name: **Citi Bank**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,448.00**

Minimum Monthly Payment (in US Dollars): **\$80.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

d.

Account Number: **2901**

Institution Name: **Capital One**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$158.21**

Minimum Monthly Payment (in US Dollars): **\$59.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

e.

Account Number: **3273**

Institution Name: **Chase Bank**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$8,383.00**

Minimum Monthly Payment (in US Dollars): **\$268.00**

Owner: **Emie Cluff, Brandon Cluff**

The debt will be paid as follows: **Brandon Cluff will pay the entire debt. Brandon Cluff will provide a copy of the divorce decree to the lender.**

f.

Account Number: **1889**

Institution Name: **Capital One**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,055.00**

Minimum Monthly Payment (in US Dollars): **\$70.00**

Owner: **Brandon Cluff**

The debt will be paid as follows: **Brandon Cluff will pay the entire debt. Brandon Cluff will provide a copy of the divorce decree to the lender.**

Medical Debt

a.

Account Number: **2777**

Institution Name: **University Of Utah Health**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,267.00**

Minimum Monthly Payment (in US Dollars): **\$115.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.

Account Number: **3371**

Institution Name: **Aidvantage**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$14,490.63**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

b.

Account Number: **3555**

Institution Name: **Upstart Network**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$5,809.00**

Minimum Monthly Payment (in US Dollars): **\$198.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

c.

Account Number: **0478**

Institution Name: **Rocket Loans**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,285.00**

Minimum Monthly Payment (in US Dollars): **\$188.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

d.

Account Number: **2903**

Institution Name: **Upgrade Inc**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$402.31**

Minimum Monthly Payment (in US Dollars): **\$58.00**

Owner: **Emie Cluff**

The debt will be paid as follows: **Emie Cluff will pay the entire debt. Emie Cluff will provide a copy of the divorce decree to the lender.**

e.

Account Number: **7000**

Institution Name: **Clasp Launch**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$4,369.00**

Minimum Monthly Payment (in US Dollars): **\$247.00**

Owner: **Brandon Cluff**

The debt will be paid as follows: **Brandon Cluff will pay the entire debt. Brandon Cluff will provide a copy of the divorce decree to the lender.**

f.

Account Number: **4654**

Institution Name: **Ed Financial Services**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$5,726.00**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Brandon Cluff**

The debt will be paid as follows: **Brandon Cluff will pay the entire debt. Brandon Cluff will provide a copy of the divorce decree to the lender.**

Real property

54. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

55. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

56. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This

includes signing any forms needed for release of the information to the other party (Alternate Payee).

57. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **TAJT**

Plan Name: **401(k)**

Plan Administrator: **Gusto**

Company Name: **Guideline**

Address: **1201 16th St Mall Ste 350, Denver, CO 80202**

Date Opened: **Jul 1, 2023**

Plan Value: **\$7308.53**

This plan is in the name of: **Emie Cluff**

Divide as follows: **The entire account should be awarded to Emie Cluff.**

b.

Account Number: **5577**

Plan Name: **401(k)**

Plan Administrator: **Curve Dental**

Company Name: **The Standard**

Address: **1100 SW Sixth Ave, Portland, OR 97204**

Date Opened: **Dec 1, 2023**

Plan Value: **\$7037.75**

This plan is in the name of: **Brandon Cluff**

Divide as follows: **The entire account should be awarded to Brandon Cluff.**

Duty to sign documents

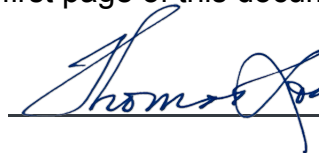
58. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

April 29, 2026

Date

Signature ►



Judge

Thomas Low


Date

Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party
Signature ▶



Other Party
Name

Brandon Cluff

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Brandon Cluff**

Method of service: **Email**

Address: **brandon.cluff2@gmail.com**

Date of Service: **Mar 18, 2026**

03/18/2026

Date

Signature ▶



Printed
Name

Emie Cluff