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IN THE FOURTH DISTRICT COURT, UTAH COUNTY
STATE OF UTAH

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| In the matter of the marriage of: ANNELISE KELLY, Petitioner, and BRYAN KEITH FELDMANN, Respondent. | DECREE OF DIVORCE Case No. 254402623 Judge Sean Petersen Commissioner Marla Snow |
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

1. **Residency**. The Petitioner is a resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the filing of the Petition in this matter.
2. **Marriage Information**. Petitioner and Respondent were married on July

21, 2022, in Utah County, State of Utah.

3. The parties separated on or about December 29, 2023.

4. **Grounds.** Petitioner and Respondent shall be awarded a Decree of Divorce based upon irreconcilable differences.

5. **Children, Custody and Visitation.** Petitioner and Respondent have one (1) minor child, ERF, born June 19, 2023.

PARENTING PLAN

6. The parties shall be awarded joint legal custody of the minor child. The parties shall abide by the following parenting plan provisions:

a. The Petitioner's home shall be designated the primary residence of the child for school, medical, and religious purposes.

b. The parties shall be courteous and kind in all communications.

c. The parties shall be restrained from annoying, harassing, insulting, following, monitoring, observing, or threatening the other party, or the child, in any way.

d. The parties shall be restrained from using the child as a messenger.

e. The parties shall be restrained from saying anything demeaning, derogatory, or negative, about the other party in the presence of the child, and shall restrain any third party from doing the same.

f. The parties shall be restrained from involving the child, in any way, in the divorce action, and the parties shall restrain any third party from doing the same.

g. The parties shall have unfettered access to the child's school, medical, religious, and extra-curricular providers and any records associated

therein. The parties shall be listed as “mom” and “dad” on all applications, medical forms, or other documents.

h. The parties shall discuss and agree upon any major decision involving the minor child. If no agreement is reached, the parties will seek the input of professionals and then discuss possible solutions. If no agreement is reached after receiving input from professionals, then Petitioner shall have the presumptive decision-making authority. If Respondent disagrees with said decision, he may challenge it in court.

i. When exercising parent time, the parties shall be restrained from consuming alcohol to the point of intoxication, illegal drugs, or prescribed medication inconsistent with the treating provider’s recommendation.

j. Respondent shall sign any release necessary for Petitioner to access any drug test he performs at his employment or with his treating provider. If any of said tests are positive for substances Respondent is not prescribed, or the levels of said substances exceed those prescribed by his treating provider, then Respondent’s parent time will be suspended until an agreement of the parties or further order of the court.

k. Petitioner may request Respondent take an additional hair follicle test once each quarter. If Petitioner requests a test, said test shall be taken within 72 hours of said request being made (exceptions will be made if Respondent is out of town or he provides Petitioner with legitimate conflicts that make it impossible for him to test within 72 hours of the request being made. If legitimate reasons are provided, Respondent shall take said test as soon thereafter as possible). Petitioner shall provide Respondent with the testing

facility and pay for said test. The testing will be performed in Tooele County, if reasonably available, and if not, she will provide an alternative testing facility in Salt Lake County. Respondent will sign any release necessary to allow Petitioner access to said test. If Respondent fails to test or the test is positive for substances not prescribed to Respondent, or Respondent's levels for prescribed substances exceed the acceptable levels, then parent time will be suspended until further agreement of the parties or order of the court. Respondent will also reimburse Petitioner for the costs of said test within 48 hours of the positive test.

l. All exchanges shall be curbside at the residence of the parties unless agreed to otherwise in writing.

m. Unless the parties agree otherwise in writing, the receiving parent shall pick up to commence parent time. Any individual known to the child may assist in the exchanges. The party exercising parent time will ensure the child is ready at the designated time for pick up.

n. If either party moves more than 150 miles from the other parent, the parties shall be bound by Utah Code Annotated § 81-9-209.

o. The parties will discuss all parenting concerns by e-mail, text, or phone call.

p. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the child.

q. When the child travels with either parent out of State, all of the following will be provided to the other parent:

i. An itinerary of travel dates;

- ii. Destination;
 - iii. Places where the child or traveling parent can be reached; and,
 - iv. The name and telephone number of an available third person who would be knowledgeable of the child's location;
- r. The parties shall immediately update their addresses or contact information with the other party.
- s. As joint legal custodians, both parties shall have an affirmative duty to review the school calendar. Both parties have an obligation to ensure they are on email chains, text threads, or other social media apps where information about the child is disseminated. The parties shall provide each other with notice of any medical appointments. Both parties are entitled to attend all medical appointments of the minor child. If the child has an event that was not previously scheduled, the parties shall use best efforts to ensure the other party is aware of the event.
- t. The right of first refusal shall apply to overnights only. This shall take effect once Respondent begins exercising overnights.
7. Petitioner shall be awarded sole physical custody. Respondent's parent time shall be as follows:
- a. Four hours a week for four weeks—or until the requirements in this subparagraph have been completed. Said time shall take place on Saturday from 2:00 p.m. to 6:00 p.m. in Pleasant Grove. Respondent will exercise said time in a public place and Petitioner may be present for the first hour if she so chooses. The first visit will take place the weekend of April 4, 2026. Respondent will be in charge of all transportation. To move to the schedule in

the next subsection, Respondent must have completed at least 4 total visits under this paragraph, 3 of which need to be consecutive. If Petitioner cancels a visit unilaterally (without Respondent's written agreement), then the cancelled visit counts as a completed visit for purposes of counting whether Respondent has met the "4 total and 3 consecutive" requirements.

b. Eight hours a week for four weeks—or until the requirements in this subparagraph have been completed. Said time shall take place on Saturday or Sunday from 10:00 a.m. to 6:00 p.m. Respondent will be in charge of all transportation. To move to the schedule in the next subsection, Respondent must have completed at least 4 total visits under this paragraph, 3 of which need to be consecutive. If Petitioner cancels a visit unilaterally (without Respondent's written agreement), then the cancelled visit counts as a completed visit for purposes of counting whether Respondent has met the "4 total and 3 consecutive" requirements.

c. Eight hours on alternate weekends for 2 months—or until the requirements In this subparagraph have been completed. These visits will be on a Saturday or Sunday every other week from 10:00 a.m. to 6:00 p.m. with an optional mid-week visit from 4:00 p.m. to 7:00 p.m. Respondent will be in charge of all transportation. To move to the schedule in the next subsection, Respondent must have completed at least 4 visits total (counting only the weekend visits as the mid-week is optional) under this paragraph, 3 of which need to be consecutive alternate weekends. If Petitioner cancels a visit unilaterally (without Respondent's written agreement), then the cancelled visit counts as a completed visit for purposes of counting whether

Respondent has met the “4 total and 3 consecutive” requirements.

d. One overnight on alternate weekends for 3 months—or until the requirements in this subparagraph have been completed. These visits will be on Saturday from 10:00 a.m. to Sunday at 7:00 p.m, every other week, with an optional mid-week visit from 4:00 p.m. to 7:00 p.m. Respondent will be in charge of all transportation for his mid-week, and the receiving parent will be responsible for transporting the child on the weekend. To move to the schedule in the next subsection, Respondent must have completed at least 5 visits total (counting only the weekend visits as the mid-week is optional) under this paragraph, 3 of which need to be consecutive alternate weekends. If Petitioner cancels a visit unilaterally (without Respondent’s written agreement), then the cancelled visit counts as a completed visit for purposes of counting whether Respondent has met the “5 total and 3 consecutive” requirements.

e. After the above subsections are complete, Respondent’s parent time will be the parent time consistent with Utah Code Ann 81-9-302. Every other weekend from Friday to Sunday at 7:00 p.m., and a mid-week from 4:00 pm to 7:00 pm See Utah Code 81-9-302 for all other details.

8. The parties will abide by the holiday and summer parent time schedules set forth in Utah Code Ann 81-9-302 commencing once Respondent begins exercising parent time consistent with Utah Code Ann 81-9-302. The parties will follow the holiday school schedule consistent with Respondent’s other children until the minor child begins school. Once the minor child begins school, the parties will work with one another and attempt

to line up Respondent's children's holiday school schedule with the minor child's school schedule.

| Odd Years | Even Years | Holiday and Time |
|-----------|------------|--|
| Dad | Mom | Martin Luther King Day: Holiday begins on the Friday prior to the holiday when school is let out, or 9:00 am if school is not in session, and ends on Martin Luther King Day at 7:00 p.m. |
| Mom | Dad | Presidents Day: Holiday begins on the Friday prior to the holiday when school is let out, or 9:00 am if school is not in session, and ends on President's Day at 7:00 p.m. |
| Dad | Mom | Spring Break: Holiday begins after school on the day school lets out for the holiday, until 7:00 p.m. on the day before the children return to school. |
| Mom | Dad | Memorial Day Holiday begins on the Friday prior to the holiday when school is let out, or 9:00 am if school is not in session, and ends on Memorial Day at 7:00 p.m. |
| Dad | Mom | July 4th 9 a.m. the day before holiday to |

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| | | the day after at 6 p.m. |
| Mom | Dad | July 24th 9 a.m. the day before holiday to the day after at 6 p.m. |
| Dad | Mom | Labor Day Holiday begins after school on the day school lets out for the holiday, until 7:00 p.m. on the day before the children return to school. |
| Mom | Dad | Fall Break after school on the day school lets out to 7:00 p.m. on the day before school resumes. |
| Dad | Mom | Thanksgiving after school on the day school lets out to 7:00 p.m. on the day before school resumes. |
| Mom | Dad | First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m. |
| Dad | Mom | Second Half of Christmas Vacation, from December 27, at 7 p.m. Until 7:00 p.m. on the day before school resumes. |
| Mom | Dad | Child's actual |

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| | | birthday from after school or 9 a.m. if school is not in session until 9 p.m. |
| Dad | Mom | The day after child's birthday from after school or 9 a.m. if school is not in session until 9 p.m. |
| Dad | Dad | Father's Day at 9:00 a.m. to 7:00 p.m. |
| Mom | Mom | Mother's Day at 9:00 a.m. to 7:00 p.m. |

9. **Notification of Extended Time.** Summer parent time will commence the summer of 2027. Both parents shall provide notification of extended parent-time no later than April 15 of each year. Petitioner shall have priority in even years and Respondent shall have priority in odd years. If a party with priority fails to timely provide their extended parent time, and the other party timely provides their extended parent time, then the party who timely provided their dates shall have the priority for said year. Petitioner shall be awarded two weeks of uninterrupted time each year, and Respondent shall receive two weeks of interrupted and two weeks of uninterrupted time each year.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

10. **Child Support.** Petitioner's gross monthly income for child support purposes is \$9254.00.

11. Respondent's gross monthly income for child support purposes is \$3580.00. Respondent also has children from a prior relationship where he pays \$135.00 a month.

12. Based upon a sole physical custody worksheet, Respondent shall pay Petitioner \$327 per month as and for child support.

13. That said obligation shall commence April 1, 2026, and considered current for all time periods prior to March 31, 2026.

14. Said support shall be paid one half on the 5th of each and every month, and one half on the 20th of each and every month. That said payment shall be made by Venmo or other electronic funds transfer.

15. **Child Care Expenses.** That the parties shall equally divide all work related child care expenses of the minor child. The child is currently receiving daycare from Amy Walker. Prior to changing the child's daycare provider, the parties shall discuss and agree upon a day care provider. If no agreement is reached, Petitioner shall have the final decision-making authority. It is presumed that any daycare provided by family will be at no cost. If a commercial daycare provider is needed, the parties will equally divide said costs. The parties will request that equal bills be sent to both parties. If only one bill can be sent, then the party receiving the bill will provide it to the other party who will have 30 days to reimburse their one-half portion. If bills are not produced within 30 days, the party may not be entitled to reimbursement.

16. **Medical Insurance.** The parties shall maintain and pay for health insurance on behalf of the minor child. If only one party provides insurance,

the parties will equally divide the monthly premium. If both parties provide insurance, in whatever form, the parties shall be responsible for their own premium costs with no reimbursement from the other party.

17. Petitioner and Respondent shall divide equally all medical, dental, orthodontic, optical, and counseling expenses of the child which are not covered by insurance. The parties will request that equal bills be sent to both parties. If only one bill can be sent, then the party receiving the bill will provide it to the other party who will have 30 days to reimburse their one-half portion. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical expenses, to the other parent, as set forth in Utah Code Annotated.

18. The parent who incurs medical and dental 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 provide written verification of payment within thirty (30) days of payment, as set forth in Utah Code Annotated.

19. The parent who incurs the medical and dental expenses shall be reimbursed within thirty (30) days of the verification of the cost and payment to the other parent, as set forth in Utah Code Annotated.

20. Petitioner and Respondent shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses, as set forth in Utah Code Annotated.

21. The parent who maintains insurance shall provide verification of coverage to the other parent, upon initial enrollment of the dependent child,

and thereafter on or before January 2nd of each calendar year, as set forth in Utah Code Annotated.

22. The parent who is ordered to maintain insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in Utah Code Annotated.

23. **Extra-curricular Activities.** Petitioner and Respondent shall pay one-half of all agreed upon extra-curricular activities of the minor child.

24. **School Costs.** Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, lunches, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. Each party shall pay his/her one-half to the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

25. **Tax Exemptions.** Petitioner shall claim the child in all odd years, and also for the 2026 tax year, and Respondent shall claim the child beginning for the 2028 tax year and in all even years thereafter, so long as he is current on all support obligations (e.g. base monthly, child-related reimbursements, and arrearages) by December 31 of said year.

26. **Alimony/Total Support.** Neither party shall be awarded alimony.

27. **Real Property.** The parties did not acquire any real property during the marriage. Petitioner will retain all ownership in her premarital home in Pleasant Grove, Utah, free and clear of any claim by Respondent.

28. **Personal Property.** That the parties shall be awarded the personal property currently in their possession free and clear of any claim by the other party.

29. **Financial Accounts.** The parties shall be awarded the financial and retirement accounts in their own names, free and clear of any claim by the other party.

30. **Debts and Obligations.** That the parties shall be responsible for the debt and obligations in their own names, and shall hold the other party harmless from any liability thereon.

31. Respondent currently possesses the Honda Odyssey which carries a debt in both parties' names. Respondent shall be solely responsible for the debt on the Odyssey. Respondent will use his best efforts to refinance the debt into his name within 6 months of the entry of the Divorce Decree. If Respondent is unable to refinance the debt, the Odyssey shall be sold with Respondent being awarded all sale proceeds or liability.

32. The parties shall indemnify and hold one another harmless on all debts and obligations they are ordered to pay. Such hold-harmless agreement is a debt to a spouse within the meaning of 11 U.S.C. §523(a)(15).

33. That if either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not made in

a timely manner, the secured asset shall be placed for sale in order to protect the joint debtors. A party who makes payments on a delinquent debt, which the other party is ordered to pay, may seek reimbursement of the payment of that debt in addition to interest and attorney fees from the other party who failed to timely pay the debt.

34. That the allocation of joint debts is an integral part of the financial settlement and support payments in this proceeding and is considered in the nature of support to the other party. As a result, the parties shall not discharge the debts in bankruptcy if it causes the non-bankrupt party to be liable for the debt.

35. Each party shall remove each other from any joint debts, obligations, loans, etc., by refinancing the debt, obligation, loan, etc., into their sole name within 6 months after entry of the Decree of Divorce.

36. If either party files bankruptcy, it shall not constitute a material and substantial change in circumstances for any subsequent petition to modify the Decree of Divorce on any financial issues.

37. **Attorney Fees and Court Costs.** The parties shall be responsible for all attorney fees they have incurred throughout this litigation.

38. **Default.** That in the event either party fails to comply with any of the terms and conditions set forth in the Decree of Divorce, it is fair and reasonable that the party in default be liable to the other party for all reasonable expenses, including attorney fees, incurred in enforcing the terms and conditions of the Decree of Divorce.

Approved as to form:

/s/

Mitch Olsen

Attorney for Respondent

THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S

SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on April 13, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Mitch Olsen

Attorney for Respondent

/s/ Orion T. Foxx

Orion T. Foxx

Attorney for Petitioner