



SUSAN MORANDY (61002)
MORANDY LAW
9125 Monroe Plaza Way, Suite A
Sandy, Utah 84070
Telephone: (801) 243-5481
smorandy@morandylaw.net
*Licensed Paralegal Practitioner
for Ashley Kelsey*

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

In the Matter of the Marriage of:	
ASHLEY WEEKES- KELSEY,	
Petitioner,	DECREE OF DIVORCE
and	
BRANDON GARY KELSEY,	Civil No. 264400526
Respondent.	Judge Derek Pullan Commissioner Marla Snow

This matter having come before Honorable Derek Pullan, Petitioner, Ashley Weekes-Kelsey (“Ashley”), and Respondent, Brandon Gary Kelsey (“Brandon”), having executed and filed a Stipulation and Settlement Agreement (“Stipulation”) filed with the court on May 14, 2026, the court having reviewed the records and pleadings filed herein, and the court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in this premises, now therefore:

IT IS HEREBY ORDERED, as follows:

1. Divorce. The parties are awarded a Decree of Divorce, one from the other, upon the grounds of irreconcilable differences, and the marriage between the parties is hereby dissolved, and the parties are hereby freed and absolutely released from the bonds of matrimony.

2. Child Custody. Ashley and Brandon are awarded the joint legal custody of the parties' children. The parties shall share joint physical custody, with Ashley being designated as primary physical custodian.

3. Parenting Plan. The following parenting plan should govern the parties' joint legal custodial relationship and rights of parent-time with their children, as follows:

a. Parenting Time: Brandon shall have parent time pursuant to Utah Code Ann. 81-9-303, with Brandon's mid-week overnight to be Thursday.

(i) The children shall be in the care and custody of Ashley at all times not allocated to Brandon.

(ii) The parties shall follow a custom Holiday Schedule as follows:

	Ashley	Brandon
Martin Luther Holiday begins at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd	Even
President's Day Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30	Even	Odd

p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
*Easter The holiday begins at 7:00 p.m. the evening before Easter Day, and ends at 7:00 p.m. Easter Day.	Even	Odd
Spring Break Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even	Odd
Memorial Day Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Odd	Even
*Mother's Day Weekend The holiday begins the Friday of Mother's Day weekend when the children are dismissed from school. The holiday ends at 7:00 p.m. on Sunday of Mother's Day weekend.	Mom	Mom
*Father's Day Weekend Father's Day Weekend The holiday begins the Friday of Father's Day weekend	Dad	Dad

when the children are dismissed from school. The holiday ends at 7:00 p.m. on Sunday of Father's Day weekend.		
*4 th of July (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Mom	Mom
*24 th of July (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Dad	Dad
Labor Day (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Even	Odd
Fall Break (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even	Odd
Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local	Odd	Even

community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.		
Thanksgiving (1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd	Even
1 st Half of Winter Break (1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Even	Odd
2 nd Half of Winter Break (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Odd	Even
Day of Child's Birth (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even	Odd
Day before or After of Child's Birth (1) Holiday begins at 3 p.m.	Odd	Even

(2) Holiday ends at 8:30 p.m.		

*Special accommodations

1. *Ashley gets every 4th of July, Brandon gets every 24th of July
2. *Ashley gets kids all mothers day weekend, Brandon gets kids all Fathers Day weekend.
3. Whereever school is references, it applies to the school district in which the children reside.
4. Landon is not required to go on overnights with Brandon if he chooses not to.

(iii) Each parent is entitled to reasonable and age-appropriate telephone, electronic or other virtual visitation with the children.

b. Extended Summer Parent Time. For extended parent-time with the minor child the noncustodial parent is entitled up to four weeks of parent-time with the minor child when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day. For the four weeks of extended parent-time for a noncustodial parent, two weeks shall be uninterrupted parent-time for the noncustodial parent; and two weeks may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

c. A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day. Extended parent-time may be consecutive, except that the four weeks of extended parent-time for the noncustodial parent may be divided into two 14-day separate periods that are not consecutive.

d. Each parent shall provide notification to the other parent of the parent's plans for the exercise of parent-time for summer break.

- e. For the notification requirement described above:
- (i) in odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1; and
 - (ii) the custodial parent shall provide notice to the noncustodial parent by May 15;
 - (iii) in even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1; and
 - (iv) the noncustodial parent shall provide notice to the custodial parent by May 15.
 - (v) If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
 - (vi) If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.
 - (vii) If a custodial parent intends to interrupt a noncustodial parent's parent-time above, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.
 - (viii) An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual

agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.

f. Transportation: The parties shall share transportation of the children for parent time exchanges. Brandon is responsible to take the children to school or Ashley's home on Friday and Monday mornings when the children are in school. Ashley shall take the children to Brandon's home on Thursday evenings. The parties shall meet at an agreed upon half-way location for all other parent time exchanges. Once the children obtain a valid driver's license, they should be allowed to drive themselves and siblings to parent-time if the parties agree.

g. Decision Making: The parties should consult with each other if their children are experiencing emotional concerns, or other problems. The parties should make joint decisions regarding their children on major issues. Either party may make emergency health and safety decisions for a child and should inform the other party as soon as practicable of the nature of the emergency and of the decision made.

h. Dispute Resolution. If the parties are unable to reach a joint decision regarding their children for issues other than educational issues, the parties shall follow the following dispute resolution procedure:

- i. The parties will consult with a professional related to the disputed issue.
- ii. The parties will mediate the issue with each party to be responsible for one-half of all mediation costs.
- iii. The parties will bring the matter to the court for decision.

i. Communications Regarding the Child: The parties should communicate through text or the parties shall use the Talking Parents App or Our Family Wizard App regarding their children. If either party makes a request to use the App, both parties shall immediately begin using the App and each party should be responsible for their own fees associated with the App. The parties shall only telephone in emergency cases. Messages should be responded to within 24 hours of receipt. The parties should remain civil in all of dealings as they relate to their children.

J. Respectful Co-Parenting. The parties shall not make harmful, insulting or denigrating comments regarding the other party in the children's presence, and to use their best efforts to prevent others from doing so. The parties should accommodate the children's needs to have quality relationships with extended family members, and to facilitate the child's attendance at significant family functions.

k. Sharing of Information: Both parties shall provide each other with their current residential and mailing address, telephone numbers and email address within 24 hours of any change. Each party should share with the other all school work, report cards, school pictures, and other information relating to the schooling and extracurricular activities of the children. Further, each parent should take affirmative steps to share information regarding the times and locations of parent teacher conferences, school programs, church programs, sporting events, recitals, performances, practices and other significant events involving their children.

l. Education Plan. Ashley shall homeschool the children if she so desires. For school attendance, Ashley should be deemed the residential parent. Ashley shall have final education decision-making authority if the parties are unable to make a joint decision regarding a child's education. Both parents should have access to the children during school and authority to

check the children out of school. The parties should share equally all school fees including registration fees, costs for books, graduation costs, class fees, and school activity fees.

m. Access to Information. Both parties shall have equal access to their children's school, medical, dental and psychological records, and this Parenting Plan should constitute a release to allow each parent said access.

n. Relocation. If either party moves more than 150 miles from their current residences, the parties shall follow the provisions of the Utah Code Ann. 81-9-209, as to providing notice and the relocating parent's parent time and transportation costs should be as the parties agree or as ordered by the court..

o. Personal Conduct Orders. Brandon shall have appropriate housing and beds for the children during his parenting time. The children shall not be allowed to have sleep overs with family or friends, unless the parties agree in advance and in writing.

p. Right of First Refusal: The parties shall each have a right of first refusal if either party needs surrogate care for more than 4 hours. The party exercising first right shall be responsible to pick up and drop off the children. _

4. Child Support. Ashley's monthly gross income is \$9,916 per month, and Brandon's gross monthly income is \$4,356 per month. Brandon is ordered to pay Ashley child support in the amount of \$332 per month paid consistent with the provisions of the Utah Code Ann. §81-6-205 (Joint Custody) until said children become 18 years of age or have graduated from high school during their normal and expected year of graduation, whichever occurs later. 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.

a. The obligee (custodial parent) shall be entitled to immediate and automatic income withholding relief pursuant to Utah Code Ann. § 62A-11 Parts 4 and 5 (1953 as amended). This income withholding procedure applies to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services at such time that income withholding is commenced by the Office of Recovery Services.

10. Extracurricular Activities. The parties shall agree upon extracurricular activities in writing and in advance and of enrollment and shall share costs equally. Otherwise, the parent enrolling a child in an extracurricular activity should bear all costs for the activity and non-enrolling parent should not be obligated to have the child participate during his or her custodial time.

11. Other Children Expenses. The parties shall be equally responsible for one-half of the children's automobile insurance. Both parents are responsible for 50% of children's first car if agreed upon in advance and in writing. If the parties cannot agree upon the vehicle purchased, then neither party shall be responsible for one-half of the purchase cost.

12. Children's Important Documents. Ashley shall maintain possession of the children's important documents including birth certificates, social security cards, and passports (if any). The documents shall be shared with Brandon upon request. Brandon shall return the documents to Ashley within a week of activity being completed. Ashley shall provide Brandon with color copies within 30 days of the signing of the Stipulation.

13. Child Care Expenses. Each party shall be solely responsible for any child care expenses incurred by that party, without reimbursement from the other party.

14. Medical Insurance. If the parties have a policy of medical and/or dental insurance, the parties shall equally share the children's out-of-pocket portion of the insurance premium actually paid pursuant to Utah Code Ann. §81-6-208.

15. Primary Insurance Coverage. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Ashley should be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Brandon should be secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent should be treated as if it is the plan of the remarried parent and should retain the same designation as the primary or secondary plan of the dependent child. If both parties carry policies of medical and dental insurance for the benefit of the minor children, then each party shall be solely responsible for their own medical and dental insurance premiums, without reimbursement from the other party.

16. Medical, Dental and Other Health Care Expenses. In addition to all deductible amounts, the parties shall share equally all co-payments and any reasonable uninsured costs incurred for the benefit of the parties' children including medical, dental, optical, orthodontia, psychological and other such expenses. The parent incurring such an expense should provide written verification of the expense to the other parent within thirty days of receiving notice of the

final out-of-pocket expense. The other parent should pay their portion of the incurred expense upon receipt of written verification of the final expense pursuant to Utah Code Ann. §81-6-208.

17. Child-Related Tax Deductions. The parties shall alternate claiming the children as a deduction/exemption for all income tax purposes, so long as the parties will receive a tax benefit from said claiming. Ashley shall be entitled to claim the two youngest children and Brandon shall be entitled to claim the two older children. When there are only three children eligible to be claimed, the parties shall alternate claiming the youngest child with Ashley to be entitled to claim two children the first year there are three children to claim. When there are only two children eligible to be claimed, Ashley shall claim the youngest child, and Brandon shall claim the oldest child. When there is only one child to be claimed, the parties shall alternate claiming the child, with Ashley to be entitled to claim the child the first year only one child is eligible to be claimed. The parties should cooperate in signing any forms required by the IRS allowing her to do so.

18. Tax Filing. Ashley and Brandon shall file individual tax returns for the 2026 and all further tax years.

19. Alimony. Ashley shall pay Brandon alimony in the amount of \$332 per month so long as Brandon has a child support obligation to Ashley. If Brandon's child support obligation changes or the amount of child support changes, Ashley's alimony payment to Brandon will adjust to be equal to the amount of the changed child support. If Brandon begins receiving disability and receives a benefit for the children, then child support and alimony shall terminate. Brandon and Ashley shall share equally any amounts received for the children due to Brandon's disability status as long as the parties have joint physical custody. The alimony obligation will only extend past the

length of the marriage only as an offset to child support owing to Ashley. Any alimony obligation is only awarded to offset any child support obligation.

20. Real Property. The home and real property located at 8909 North Cornwall Way, Eagle Mountain, Utah shall be listed for sale within 30 days and sold, with the proceeds of the sale to be paid as follows:

- a. First to retire all mortgages associated with the real property;
- b. Second, to pay all costs of sale;
- c. Third, to retire the Discover, Bank of America Credit Card debts, then Citi and then Amazon credit cards, in that order; and
- d. Fourth, the remaining proceeds to be divided equitably between the parties.

21. The parties shall use Ashley's realtor, Jessica Dickinson of Presido Real Estate, based upon her agreement to not charge a commission, and the parties shall initially list the home at \$649,999. The parties shall follow all recommendations of the realtor as to any price reductions, and acceptance of any final offers. Brandon agrees to fix the door, to paint the deck, to fill in the dog holes around the foundation, and to rehang the mirrors. Ashley shall pay for professional cleaners to clean the home and clean the carpets. Brandon shall remove the pavers in the back yard. If Brandon sells the pavers the proceeds shall be equally divided. The parties shall complete these tasks in order to facilitate listing the home for sale in 30 days.

22. Payment of Mortgage and Utilities Until Home is Sold: The parties are each responsible to pay one-half of the mortgage until the home is sold. If Brandon remains in the home during the sale, he shall assume responsibility for all utilities. If Brandon relocates from the home,

then Ashley will assume sole responsibility for the utilities. Ashley shall provide Brandon a copy of the mailbox key before June 1, 2026.

23. Vehicles. The parties vehicles shall be awarded as follows:

a. Ashley is awarded the 2021 GMC Denali automobile, the 2022 Can Am side-by-side, the Workhorse trailer, and the Keystone RV as her sole and separate property subject to the debt associated with these vehicles and holding Brandon harmless thereon. Should Ashley become late in making the payments on the Keystone RV or the Can Am side-by-side, these vehicles shall be immediately listed for sale and sold.

b. Brandon is awarded the 2015 Chevrolet Silverado 3500, and the 2007 Toyota Corolla automobiles as his sole and separate property, subject to the debt associated with these vehicles and holding Ashley harmless thereon.

c. Brandon shall be awarded all his own personal items from the Keystone RV, including his camp chef, sleeping bags, premarital chairs, as well as the zero gravity chairs.

d. Each party shall be solely responsible for any policies required for the property awarded to them.

24. Personal Property. Each party is awarded their own clothing and personal effects. The parties have already divided their personal property and they are awarded the personal property currently in their possession, with the exception of the following items:

a. Ashley shall be awarded the desk and the mini fridge in the master bedroom, her personal toiletries, the weight set and cable gym, the sauna and cold plunge, the basement storage cabinets along with the children's toys, the kitchen table and chairs, and kitchen bar stools. Ashley agrees to leave the kitchen table, chairs and barstools in the home until the

home is sold or Brandon vacates the property. Ashley shall remove the other *-items within 30 days from the date of signing of the Stipulation.

b. Ashley shall take the family dogs within 30 days from the date of signing of the Stipulation.

25. Checking and Savings Accounts. Each party is awarded his or her own checking or savings accounts held in their separate names.

26. Premarital and Inherited Property. Each party is awarded their premarital assets, including family trust assets, as that party's sole and separate assets free of any claim by the other.

27. Retirement Assets. Each party is awarded their separate retirement benefits accrued during this marriage.

28. Debts and Obligations. The debts and obligations, shall be divided as follows:

a. Ashley shall be solely responsible for any remaining balance of the Discover and Bank of America credit card after payment from the home sale proceeds.

b. Ashley shall be responsible for the Amazon credit card, the Citi credit card, the debt owing on her vehicle, the Keystone RV, and Can Am side-by-side, and any other debt incurred in her separate name.

c. Brandon shall be solely responsible for the debt owing on his vehicle, and any other debt he incurred in his separate name.

d. The parties will prioritize paying joint debts to retire the debt to the best of their ability, and shall hold the other party harmless on those debts awarded to them.

e. Neither party will access or use credit in the other party's name from the date of the Stipulation forward.

29. Business Interests. Ashely is awarded Kelsey Accounting Services, as her sole and separate property, free of all right, title, interest, and claim of Brandon, as well as all accounts receivables, and subject to any liabilities associated therewith.

30. Life Insurance. Each party shall be awarded any life insurance policies held in their separate names, and shall be solely responsible for all premiums associated with their own separate life insurance policies. The parties are entitled to change any beneficiary designations as they so desire.

31. Return to Former Name. Ashley is allowed to return to her former name should she so desire, to wit: Ashley Weekes.

32. Attorney's Fees. Each party should pay their own legal fees and costs incurred in this matter.

END OF ORDER

In accordance with the Utah Court's electronic filing system, this Order does not bear the analog signature of the Judge, but instead displays the electronic signature of the Court. It is located on the first page, in the upper right-hand corner

NOTICE

PLEASE TAKE NOTICE that above and foregoing *Findings of Fact and Conclusions of Law* will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, plus (7) days for mailing, if applicable, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7.

APPROVED:

/s/ Steven B. Wall
Steven B. Wall
Attorney for Respondent
Dated: May 29, 2026
* Signed with written permission

Certificate of Service

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

Person's Name	Service Method	Service Address	Service Date
Steven B. Wall Attorney for Respondent	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☒ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)	Steven.wall@walllegalsolutions.com	May 19, 2026

May 19, 2026
Date

Signature ► /s/ Susan Morandy

Printed Name Susan Morandy