



NATHANIEL GARRABRANDT (15137)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
nathaniel@brownfamilylaw.com

Petitioner Attorney

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

In the Matter of the Marriage of

JUNE SPERRY,

Petitioner,
&

CRAIG SPERRY,

Respondent.

DECREE OF DIVORCE

Case No. 254400073

Judge Sean Petersen

Commissioner Marian Ito

Petitioner, June Sperry, through her attorney, Nathaniel Garrabrandt, and Respondent, Craig Sperry, through his attorney, Mitch Olsen, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on April 11, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry.

2. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.

3. Children. The parties are the parents of three minor children: A.S., born April 2019, B.S. born June 2023, and C.S., born January 2025.

4. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13 *et seq.* (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding. The parties acknowledge jurisdiction of this court and consent thereto and agree that the court may enter judgment in accordance with the terms of this Stipulation.

5. Child Custody: The parties shall be awarded joint legal and Petitioner shall be awarded primary physical custody.

6. Parent-Time. Respondent shall be awarded parent-time pursuant to Utah Code Ann., § 81-9-302, including holidays.

a. Respondent shall not exercise overnights until he has obtained suitable accommodations for the minor children, specifically his own residence with no roommates. At a minimum, suitable accommodations mean individual beds for the minor children.

b. Until Respondent obtains suitable accommodations as defined above, Petitioner may take the minor children to church on Respondent's weekends,

picking them up shortly before church begins and returning them promptly. Respondent shall be entitled to make-up parent time for these Sundays, to occur within one week. Once suitable accommodations are obtained, the parties agree to be reasonably flexible in allowing the children to attend church services on Respondent's Sundays.

c. There shall be no right of first refusal, except when a parent is away from the children overnight.

7. Parenting Plan. The parties shall adopt the following provisions as their parenting plan:

a. Decision making: If the parties are unable to reach a decision on major decisions concerning the minor children, they shall engage in the following decision-making procedure:

i. Parties shall confer regarding the issue and attempt in good faith to reach a mutually agreed decision in the children's best interest;

ii. If Parties are unable to reach an agreement, they shall consult an authority in the area of the dispute (i.e. physician, therapist, school official, etc.);

iii. If parties are still unable to agree, the parties shall attend mediation.

iv. If there is still no agreement, Petitioner will have presumptive decision-making authority, subject to Respondent's right to bring the issue before the Court.

- b. Communication: Parties shall communicate in writing except in the event of an emergency. All communication shall pertain to child-related matters and implementation of the parties' governing orders. All communication shall be civil.
- c. Parties shall update each other of any changes to their address or contact information within 24 hours of changes to the same.
- d. Parties shall immediately disclose to each other the identities of all roommates with sufficient specificity to perform a background check.
- e. Mutual Restraining Orders:
 - i. Impairing Substances. The parties shall be restrained from consuming illegal drugs or non-prescribed controlled substances. The parties shall be restrained from consuming alcohol to intoxication when the minor children in their care, or within 24 hours prior to, and from allowing the minor children to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol, illegal drugs, or non-prescribed controlled substances. Parties shall not expose the minor children (or allow the minor children to be exposed) to second-hand tobacco or marijuana smoke.
 - ii. Disparagement: Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence

the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children. Both parties are restrained from discussing divorce issues in front of the children or allowing a third party to do so. The parties shall also be restrained from discussing the children's relationship with the other parent in front of or with the children or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

- iii. Harassment: Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.
- iv. Physical Discipline: Neither party shall administer corporal punishment.
- v. Introduction to Romantic Partners: The parties shall not introduce the minor children to any romantic interest until they have been in a committed relationship for more than three consecutive months.
- vi. Third-party violations: Both parties shall be mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and shall have the

affirmative duty to use his or her best efforts to prevent third parties from such violations, removing the children from the presence of third party violators, if necessary.

f. The parties shall adopt the provisions of Utah Code Annotated, Section 81-9-202 (“Advisory Guidelines”), except as otherwise modified herein.

8. Therapy. Respondent shall remain in individual therapy until released by his therapist and shall abide by all treatment recommendations of his mental healthcare providers.

9. Child Support. Petitioner’s income shall be imputed at \$1,500 per month. Respondent’s income is \$4,416.68 per month. Respondent shall pay child support to June in the amount of \$1,102 per month, beginning July 1, 2026. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit. If Respondent obtains a bonus, Respondent will provide said information to Petitioner. The parties will then take Respondent’s bonus, divide said number by 12, and then add said amount to Respondent’s base income of \$4416.68. The parties will then run a child support calculation with the added bonus to determine the child support obligation. The parties will then take the difference between the two numbers, and times said difference by 12 to determine a lump sum payment Respondent shall pay Petitioner. Said lump sum shall be paid within 30 days of the new calculation being made. As an example, if Respondent receives a \$4000 bonus, the parties will take the \$4000 and divide by 12 to get \$333.33/mo. The parties will then add \$333.33 to \$4416.68, for total income of \$4750.01. The parties will then run a child support obligation with Petitioner’s

income at \$1500.00 and Respondent's income at \$4750.01. That equates to a new child support obligation of \$1152.00. The parties will then take the new child support obligation of \$1152.00 and subtract the base child support obligation of \$1002.00, for a difference of \$150.00. The parties will then times \$150.00 by 12 which equals \$1800.00. Respondent will be required to pay Petitioner \$1800.00 within 30 days of said calculation being made. The parties understand this creates a deviated child support obligation, however, the parties will still be bound by the statutory requirements to modify base child support. If modifications are requested, and a party includes Respondent's bonuses in the calculation of his income for base child support, then the additional payments tied to Respondent's bonuses will no longer be applicable or enforceable.

a. Reduction When Child Becomes 18. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

b. Reduction for Extended Parent-Time. The base child support award shall be:

i. Reduced by 50 percent (50%) for each child for the time periods during which the child is with the non-custodial parent by order of the

Court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended parent-time.

- ii. 25% for each child for time periods during which the child is with the non-custodial parent by order of the Court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time.
- iii. Normal visitation and holiday visits to the custodial parent shall not be considered an interruption of the consecutive-day requirement. The per-child amount to which the abatement applies shall be calculated by dividing the base child support award by the number of children included in the award.

10. Medical Expenses Both parents shall provide health care coverage for the medical expenses of their dependent child, as defined by Utah Code Annotated, § 81-6-208, as follows:

- a. If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their dependent child.
- b. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, Petitioner's health, hospital, or dental insurance plan shall be primary coverage for the dependent child, and Respondent's health, hospital, or dental insurance plan shall 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 shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parents shall provide cash medical support by equally sharing all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent child, including deductibles and copayments.

d. Both parents shall share equally the out-of-pocket costs of the child's portion of the premium actually paid by the parent who maintains the insurance.

e. A parent who incurs s medical expenses for the minor children, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar day. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses.

11. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related childcare expenses for the minor children in accordance with U.C.A. §81-6-209.

a. If an actual expense for childcare is incurred, the non-custodial parent shall begin paying his or her share of childcare expenses on a monthly basis

immediately upon presentation of proof of the childcare expense paid less any amounts previously paid.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare 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 these provisions.

c. Childcare providers shall be state licensed, mutually agreed upon, or family members. Family members will not be paid

12. Alimony. Respondent shall pay Petitioner alimony in the amount of \$230 per month for 48 months, beginning July 1, 2026. Alimony shall automatically terminate if Petitioner cohabits or remarries or if either party dies, or upon retirement of the party paying alimony.

a. For every 10-percent change in Respondent's net income, there shall be a proportionally corresponding change to his alimony obligation, commencing the first of the month following the change.

b. Respondent's total cumulative alimony obligation over the course of its duration shall be capped at \$36,000.

13. Income verification: Both parties shall exchange W2s or other verification of previous year's income by January 31st, and both parties shall have the affirmative duty to inform the other of changes to their income of 10-percent or more.

14. Real Property. The parties have not acquired any real property during the course of the marriage.

15. Financial Accounts. During the course of the marriage, the parties acquired certain financial accounts, which shall be divided as follows:

- a. America First Credit Union #1442: Awarded to Petitioner.
- b. America First Credit Union #3575: Awarded to Respondent.

16. Vehicles: Parties' vehicles shall be awarded as follows.

- a. Honda Odyssey: Awarded to Petitioner.
- b. Toyota Camry: Awarded to Respondent.

17. Personal Property. The parties' personal property shall be divided as they can agree. If they cannot agree, they shall attend mediation on the issue.

18. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

Debt:	Approximate Balance:	Responsibility of:
America First Credit Union (Personal Loan) #3575	Unknown	Respondent.
America First Credit Union (Credit Card #3575)	Unknown	Respondent.
RV Debt (owed to Respondent's father, Todd Sperry)	\$24,000	Both parties, equally
Aetna (medical bills)	Unknown	Respondent.

a. If there exist any other debts, they shall be the responsibility of the party in whose name the debts were incurred.

b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.

c. Each party shall be responsible for his or her own debts acquired since the date of separation.

d. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

19. Retirement. Each party is entitled to half of the retirement and pension accounts accrued during the course of the marriage. Any necessary Qualified Domestic Relations Orders (QDRO) will be prepared by David Hunter, with the parties shall equally divide the cost thereof.

20. 2025 Taxes: For their 2025 taxes, the parties shall determine the best way to file taxes that will give them the greatest refund or the smallest liability.

21. Tax Credit. Beginning with the 2026 tax years, when three children remain, one party shall claim two children and the other claim one during alternating years, with June claiming two children in even years. When two children remain, the parties shall each claim one child each year. When one child remains, the parties will alternate claiming the

child each year, with June claiming the child in even years. If either party will not receive a benefit from claiming their child tax deductions during any given year, the deductions shall be awarded to the other party for that year. Respondent may not claim any children for tax purposes in any given year if not fully current on child support by the last day of the tax year.

22. Maiden Name. Petitioner shall be permitted to resume using her maiden name of June Curtis if she so desires.

23. Dispute Resolution. The parties shall return to mediation prior to filing a Petition to Modify the final orders of the Court.

24. Attorney's Fees and Costs. Each party shall pay his or her own attorney's fees and costs.

25. Execution of Documents. Each party shall execute and deliver to the other such documents as are necessary to implement the provisions of this agreement.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Mitch Olsen

Mitch Olsen

Respondent's Attorney

*(Signed by Nathaniel Garrabrandt with permission,
6.25.26)*

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Mitch Olsen

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated June 19, 2026

BROWN FAMILY LAW, LLC

/s/ Nathaniel Garrabrandt

Nathaniel Garrabrandt

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on June 19, 2026 I caused to be served a true and correct copy of the foregoing by email to the following:

Mitch Olsen
Respondent's Attorney
mitch@olsenfamilylaw.net

/s/ Nathaniel Garrabrandt

Nathaniel Garrabrandt
Petitioner's Attorney