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Attorneys for Petitioner

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

IN THE MATTER OF THE MARRIAGE OF:	DECREE OF DIVORCE
AMANDA SPETH, Petitioner, and DAVID SPETH, Respondent.	Civil No. 264401612 Judge Christine Johnson Commissioner Marla Snow

Based on the Stipulation of the Parties, the Findings of Fact and Conclusions of Law previously entered, the pleadings and affidavits on file, and the Court being fully advised in the premises, **IT IS HEREBY ORDERED, ADJUDGED , AND DECREED:**

1. Petitioner is hereby granted a Decree of Divorce dissolving the bonds of matrimony heretofore existing between the parties The grounds for Divorce being irreconcilable differences, the divorce to become final and absolute upon entry.
2. Petitioner is now and has been for a period of three months or more
immediately

Prior to the filing of the Petition for Divorce in this action, a resident of Utah County, State of Utah.

3. The parties to this action are husband and wife, having been married in Manti, Sanpete County, State of Utah, on August 22, 2015.

4. Irreconcilable differences have arisen between the parties, making continuation of the marriage impossible.

5. The parties separated on January 27, 2026.

6. Petitioner and Respondent have two (2) minor children born as issue of their marriage: (1) B.S. born October 2018; and (2) H.S. born June 2021.

7. Petitioner shall be awarded primary physical custody of the parties' minor children and parties shall have joint legal custody. The parties shall have parent-time and holiday parent-time as they agree. Petitioner will not deny reasonable parent-time requests from Respondent. If the parties are unable to agree, Petitioner has the right to allow, or disallow, parent time requested by Respondent as she deems best. This physical custody and visitation arrangement is in the minor children's best interests given their special needs, including their need for heightened consistency and attention.

8. Further, when the parties are exercising parent time outside of the other's presence, they shall always be present with the minor children personally or have an adult that's been approved by the other, in writing, present with the minor children. The parties will compile a list of individuals they both approve can care for their children.

9. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home

state of the parties' minor children under Utah Code Ann. § 78b-13-102(7).

10. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the Uniform Custody Jurisdiction and Enforcement Act, Utah Code Ann. § 78B-13-101, *et seq.* and the Uniform Interstate Family Support Act, Utah Code Ann. § 78B-13-101, *et seq.*, Petitioner states upon information and belief that:

a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children, which have been filed, or are pending, or have been completed with an order.

b. The parties are unaware of any criminal, delinquency or protective order cases involving a party or the parties' child.

c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the parties' minor children.

11. Respondent's gross monthly income is \$7,644.00 and Petitioner's gross monthly income is \$1,850.00. Respondent shall pay to Petitioner \$1,295.00 each month in accordance with the Utah Child Support Guidelines. *See* Child Support Worksheet attached hereto as Exhibit A. Child support payments shall commence May 1, 2026.

12. Because the minor children have special needs, the child support obligation shall automatically terminate upon each of the parties' minor children reaching the age of twenty-one (21). After the age of twenty-one (21), if one or both children need continued financial support due to special needs, the parties will discuss and come to a written agreement between each other

for how to continue to finance the children's needs between them.

13. The parties shall select a mutually agreeable location for exchanges of the minor children.

14. The parties shall be entitled to contact the minor children by telephone, email, and/or other means of virtual communication as is reasonably available. Such contact should be at reasonable hours and for a reasonable duration.

15. The parties shall discuss and resolve any parent-time issues among themselves, and such issues should not be discussed with the minor children by any means.

16. All communications between the parties shall be civil in nature and shall be kept to email and text messages. Voice telephone contact should be utilized between the parties only in case of any emergency involving the minor children.

17. The parties shall refrain from speaking negatively about one another in the presence of the minor children, and the parties shall not discuss the custody and parent time schedule or any legal actions with, or in earshot of, the minor children. The parties shall also require other third parties that come into contact with the minor children to refrain speaking negatively about the other party or that party's family and this restriction shall extend to all social media and networking websites and forums to which the minor children may have access.

18. The parties shall communicate with each other to discuss the needs and progress of the minor children. Both parties shall keep each other informed of the minor children's significant events that will occur during their respective parenting time. The parties shall also keep each other informed of any medical needs or health conditions as well as the minor children's emotional well-being.

19. The parties shall each ensure that the minor children are properly supervised, clothed and fed during their respective parent time. Each parent shall provide for the necessities of the minor children while the children are in his or her care without relying on the other parent or using the items in possession of the other parent for the minor children.

20. Both parties shall notify the other within 48 hours of receiving notice of all significant school, social, sports, and community functions in which the minor children are participating or being honored.

21. Special consideration shall be given by each party to make the minor children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the lives of the minor children or in the lives of either parent that may inadvertently conflict with the parent time schedule.

22. Should either party desire to travel with the minor children out-of-state, the parties shall give the other party thirty (30) days advance notice of travel and provide an itinerary and contact information for a third party who will know the minor children's whereabouts when traveling with the minor children.

a. Neither party shall travel outside the United States with the minor children without the express written approval of the other party.

23. Only the parties shall administer discipline if necessary. No third party should discipline the minor children. No corporal punishment should be administered in any form.

24. Each party shall keep the other party informed of his/her current address and telephone number, and if possible, advise the other party no less than sixty (60) days in advance of any move.

25. If either party is relocating more than 150 miles from the other party, Petitioner shall retain physical custody of the minor children and visitation shall operate as outlined above in paragraphs 7-9.

26. Should the parties have a dispute regarding the parenting of the minor children, the parties will mediate the dispute prior to seeking court intervention.

27. Neither party shall do anything that would estrange the minor children from the other parent. Neither party shall do anything that would impair the minor children's love and respect for the other parent.

28. Neither party shall consume alcohol or illegal substances or abuse prescription medication immediately prior to or during their parent time with the minor children.

29. Neither party will allow the minor children to be in the presence of drugs, or any party abusing drugs or alcohol.

30. Utah has jurisdiction over the custody and parent-time issues in this case pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act because Utah is the home state of the parties' minor children under Utah Code Ann. §78B-13-120(7).

31. Respondent has been carrying health insurance coverage for Petitioner as well as the parties' minor children. Upon the entry of the Decree of Divorce, Respondent shall continue to carry health insurance coverage for the minor children, but Petitioner is responsible for obtaining, and paying, for her own health insurance coverage. Further, once Petitioner obtains full or part time work that provides health and dental insurance, she will carry such insurance for herself and the minor children if her coverage is the best health insurance coverage option.

32. Respondent shall provide health insurance coverage details and verification to

Petitioner within 30 days of this Decree of Divorce being signed showing the minor children are included on the Respondent's health insurance plan.

33. Pursuant to Utah Code Ann. §81-6-208, health insurance for the parties' minor

children shall be provided by the party with the best overall health insurance coverage, at the most reasonable rate until the minor children reach the age of twenty-six (26). After the age of twenty-six (26), if one or both children need continued health insurance support due to special needs, the parties will discuss and come to a written agreement between each other for how to continue to finance the children's health insurance needs between them.

34. The parties shall each pay one-half (1/2) of all co-payments, out-of-pocket expenses, deductibles, and non-covered medical, dental, orthodontia, and vision expenses incurred on behalf of the minor children until the children reach the age of twenty-six (26). After the age of twenty-six (26), if one or both children need continued financial support due to special needs, the parties will discuss and come to a written agreement between each other for how to continue to finance the children's needs between them.

35. The party incurring the above-outlined healthcare expenses shall provide written verification of the cost and payment of medical expenses to the other within sixty (60) days of the payment. The other party shall have thirty (30) days from receiving the notice to reimburse the party who incurred the expenses.

36. The party providing insurance coverage shall produce verification of coverage to the other party upon initial enrollment of the children, and thereafter on or before January 2 of each calendar year. The party providing insurance coverage shall notify the other party of any

change of insurance carrier, premium, or benefits within 30 calendar days of the date that the party knows or should have known of the change.

37. In accordance with Utah Code §81-6-209, the parties shall equally share the reasonable work-related child care expenses for the minor children.

a. If an actual expense for child care is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

38. The parties shall each maintain and/or obtain life insurance on their life in the amount of at least \$500,000.00, irrevocably naming the other as the beneficiary until the minor children reach the age of 21.

39. Petitioner is in need of support from Respondent and Respondent has the ability to provide the support that is necessary for Petitioner to maintain the same standard of living that she had throughout the parties' marriage. However, in substitution of receiving alimony and notwithstanding Respondent's agreement to remain on the loan for five (5) years, Petitioner will retain full ownership of the real property and all equity in the real property and Petitioner will be responsible for paying the existing loan on the real property for five (5) years from the date the Decree of Divorce is signed forward.

40. During the course of the marriage, the parties acquired interest in real property located at 611 South 525 West, Springville, Utah 84663 (hereinafter, "real property"). In exchange and substitution for alimony, Petitioner is awarded the real property and all equity in the real property. Petitioner will be responsible for paying the existing loan on the real property for five (5) years from the date the Decree of Divorce is signed forward. After five (5) years, if the loan has not been paid off, Petitioner will either refinance or sell the real property and Petitioner will be solely responsible for all costs related to the real property, including, but not limited to the mortgage, utilities and taxes.

41. Petitioner shall be solely responsible for all obligations related to the real property including, but not limited to, mortgage payments, property taxes, insurance, utilities, maintenance, and any other associated costs.

42. Petitioner shall make all mortgage payments in a timely manner and provide proof of payment upon reasonable request (not to exceed once per month). Further, Petitioner shall immediately notify Respondent of any missed or late payment, notice of default or risk of foreclosure.

43. In the event of any missed or late payment, Respondent shall have the right, but not the obligation, to cure such default to protect his credit. Any amounts paid by Respondent shall be reimbursed by Petitioner within thirty (30) days or shall accrue as an enforceable debt owed to Respondent.

44. During the course of the marriage the parties have acquired personal property. All personal property has already been divided and each party shall be awarded the personal property currently in their possession, which includes Petitioner keeping all large furniture and appliances in the real property. The personal property division should be affirmed by the Court.

45. All personal property that is used and needed by the minor children shall remain with the minor children.

46. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came unless such has been commingled, gifted, and/or transferred in some manner that makes it marital property. All specific gifts to one party shall be awarded to that party.

47. Petitioner shall be awarded the 2008 Honda Pilot currently in her possession. Petitioner shall be responsible for all costs associated with the vehicle, including but not limited to: payments, maintenance, insurance, registration fees, taxes, liabilities, gas, repairs, and general upkeep. The Petitioner shall assume, pay, indemnify, and hold Respondent harmless from liability or costs relating to the 2008 Honda Pilot.

48. Respondent shall be awarded the 2002 Toyota Highlander currently in his possession. Respondent shall be responsible for all costs associated with the vehicle, including but not limited to: payments, maintenance, insurance, registration fees, taxes, liabilities, gas,

repairs, and general upkeep. The Respondent shall assume, pay, indemnify, and hold Petitioner harmless from liability or costs relating to the 2002 Toyota Highlander.

49. The parties agree shall each keep the bank accounts that are in their respective names.

Further, the funds in the parties' HSA account will be divided equally between Petitioner and Respondent based upon the funds existing in the HSA account as of the date the Decree of Divorce is executed by the court.

50. The parties will each keep the funds in their respective retirement accounts.

51. It is reasonable and proper that all debts and obligations incurred independently by the parties before the date of marriage and after the date of separation in this matter unless provided otherwise herein, shall be the sole responsibility of the party who incurred the particular debt.

52. Petitioner shall assume, pay, indemnify, and hold the Respondent harmless from liability on all debts and obligations incurred by Petitioner before the date of marriage and after the parties' separation date.

53. Respondent shall assume, pay, indemnify, and hold the Petitioner harmless from liability on all debts and obligations incurred by Respondent before the date of marriage and after the date of separation in this matter.

54. Neither party shall obtain any new debt or credit in the name of the other party or obtain any new debt on any jointly held accounts.

55. All joint accounts shall be closed permanently, and the parties shall be required to provide adequate proof of closing such accounts to the other within a reasonable time.

56. The parties will each be responsible for their own attorney's fees and costs

incurred in this matter.

57. Furthermore, in any action Petitioner or Respondent is required to take to enforce an order concerning child support, division of property, or any other matter addressed in the Decree of Divorce, the non-prevailing party shall be ordered to pay the prevailing party's attorney fees and costs.

58. Parties shall file individual tax returns for the 2026 tax year forward. Any refunds shall belong solely to the individual. For any taxes owed, either individually or for their respective businesses, each party shall be solely responsible and shall pay, indemnify, and hold the other party harmless for their respective taxes.

59. Petitioner, as the parent with physical custody of the minor children, shall be entitled to claim the minor children each year for tax deduction purposes and child tax credits.

60. The Petitioner shall be allowed to restore her maiden name should she elect to do so.

61. Each party shall be ordered to execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court. Should a party fail to execute a document within 60 days of the entry of their Decree of Divorce, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask that the court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

62. Neither Petitioner nor Respondent shall harass, annoy, or bother the other during this matter or after the dissolution of the marriage.

63. Petitioner and Respondent are each enjoined from making any disparaging remarks in front of or to the minor child regarding the other or the other's family.

64. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

-----END OF ORDER-----
-COURT OFFICIAL SIGNATURE ON TOP OF FIRST PAGE

Approved as to form and content:

/s/David Speth _____
David Speth
Respondent, *pro se*