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IN THE SECOND JUDICIAL DISTRICT COURT OF MORGAN COUNTY,  
MORGAN DEPARTMENT STATE OF UTAH

<p><b>IN THE MATTER OF THE MARRIAGE OF:</b></p> <p>JODI ANDERSEN,</p> <p>Petitioner,</p> <p>vs.</p> <p>LAURIE BRANDON ANDERSEN,</p> <p>Respondent.</p>	<p>STIPULATED DECREE OF DIVORCE</p> <p>Case No: 254500033 Judge: RUSSELL Commissioner: WINKLER</p>
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THIS AGREEMENT, is made and entered into voluntarily by and between JODI ANDERSEN the Petitioner (hereinafter “Mother”, and LAURIE BRANDON ANDERSEN the Respondent (hereinafter “Father).

NOW THEREFORE, in consideration of the premises and of the covenants and promises contained herein, the above-named parties hereby stipulate, agree, concur, and **warrant the Court to order as follows:**

**RECITALS**

WHEREAS, the parties enter into this Stipulation and Settlement Agreement (*hereinafter* “Stipulation”) freely and voluntarily and with the intent to be bound thereby; and

WHEREAS, pursuant to the Service Members Civil Relief Act, both parties hereby certify that

neither party is engaged in military service; and

WHEREAS, both parties stipulate to the jurisdiction of the above-entitled court, and  
WHEREAS, it is the desire of the parties that a Decree of Divorce be granted in this matter, and  
it is their desire to enter into this Stipulation under which their respective financial and property  
rights, the care and custody of their minor child, and all other respective rights and obligations  
arising out of the marriage shall be fully settled and resolved; and

WHEREAS, this is the final and only Stipulation between the parties, and no other  
representation, oral or in writing, shall be binding upon them unless presented to and ordered by  
this Court; and

WHEREAS, the parties hereto each warrant and represent that they are free from any disability  
or impairment which might interfere with his or her competence to know and understand the  
terms and conditions of this Stipulation and that each has had an opportunity to discuss this  
matter and this document with his or her own counsel; and

WHEREAS, the parties hereto have been, or having understood that it is their right to be, fully,  
separately, and independently apprised and advised of their respective legal rights, remedies,  
privileges, and obligations, arising out of the marital and co-parenting relationships or otherwise,  
by counsel of their own choice and selection; and

WHEREAS, the parties each warrant and represent to the other that they, and each of them, fully  
understand all of the terms, covenants, conditions, provisions, and other obligations incumbent  
upon each of them by virtue of this Stipulation to be performed or contemplated by each of them  
hereunder, and each believes the same to be fair, just and equitable;

WHEREAS, the parties intend that no party hereto shall be deemed to be the drafter of this  
Stipulation, that all parties collectively shall be deemed to have drafted it, and that it shall be

construed without regard to rules of construction that might otherwise apply against a drafter. WHEREAS, it is the intention of the parties to agree that a Decree of Divorce be entered in this matter; it is the parties' desire to enter into a binding Stipulation under which their respective rights, remedies, privileges, and obligations to each other shall be fully settled and resolved; and NOW, THEREFORE, in consideration of these premises and of the covenants and promises contained herein, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

### **JURISDICTION AND GROUNDS**

1. Jurisdiction. The parties were residents of Morgan County, State of Utah, and had so resided for more than three (3) months immediately preceding this action.
2. Marriage. The parties are Wife and Husband, having been married in Bountiful, Utah on August 20, 1999.
3. Separation. The parties separated on or about August 26, 2025.
4. Grounds. It is fair and reasonable that the parties should be granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code § 81-4-405(1)(h).

### **ISSUES REGARDING MINOR CHILD**

5. Child. During the marriage the parties had born to them four children, one of whom is a minor child, to wit: B.A. born April 18, 2010 (age 15).
6. The parties are not expecting any additional children because of the marriage.
7. Legal Custody. The parents shall share "joint legal custody" of the minor child as set forth in this parenting plan.
0. Day-to-Day Decisions. Each parent will make decisions regarding the day-to-day care and control of the child while the child is residing with that parent. Either parent may make

emergency decisions affecting the health or safety of the child.

0. Major Decisions. The parties shall share all major decisions concerning their child's health, education, religious upbringing and general welfare. The parties shall use the following decision-making procedure as their guide:

1. The parties shall initially identify the issue;

1. The parties shall research the issue and possible solutions related to the issue and to listen and understand each other's perspective;

1. The parties shall brainstorm possible solutions related to that specific issue; and

1. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, in an attempt to reach a "win-win" solution.

0. Final Decision-Making Authority. If the parties cannot reach a mutual decision regarding the minor child, Mother shall have the final say regarding major decisions.

8. Physical Custody and Parent-Time. It is in the best interest of the child that parties be awarded joint physical custody, with parent-time being as the parties agree. If the parties cannot agree, the parties should follow the following rotation:

	Mon	Tues	Wed	Thurs.	Friday	Sat.	Sun.
Week 1	Father	Father	Father	Mother	Mother	Mother	Mother
Week 2	Father	Father	Father	Father	Mother	Mother	Mother

9. Holidays. The parties should equally share holidays as they can agree. If the parties cannot agree, holiday parent-time should be pursuant to Utah Code § 81-9-303.

Odd	Even	
Years	Years	
Father	Mother	Dr. Martin Luther King Jr. Day:

		<p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or</p> <p>(b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.</p>
Mother	Father	<p>President's Day:</p> <p>(1) Holiday begins Friday at:</p> <p>(a) 9 a.m. if school is not in session and the parent can be with the child;</p> <p>(b) the time that school is regularly dismissed; or</p> <p>(c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following President's Day; or</p> <p>(b) at 8 a.m. on the day following President's Day if there is no school.</p>
Father	Mother	<p>Spring Break:</p> <p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p>

		<p>6</p> <p>(2) Holiday ends at:</p> <p>(a) upon delivering the child to school on the day following the end of spring break; or</p> <p>(b) at 8 a.m. on the day following the end of spring break if there is no school.</p>
Mother	Father	<p>Memorial Day:</p> <p>(1) Holiday begins Friday at:</p> <p>0. 9 a.m. if school is not in session and the parent can be with the child;</p> <p>b. the time that school is regularly dismissed; or</p> <p>c. 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Memorial Day; or</p> <p>(b) at 8 a.m. on the day following Memorial Day if there is no school.</p>
Mother	Mother	<p>Mother's Day:</p> <p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>
Father	Father	<p>Father's Day:</p> <p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>

Mother	Father	<p>Juneteenth National Freedom Day.</p> <p>(1) Holiday begins at:</p> <p>(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</p> <p>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.</p> <p>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.</p>
Father	Mother	<p>Independence Day:</p> <p>(1) Holiday begins on July 3rd at 6 p.m.</p> <p>(2) Holiday ends on July 5th at 6 p.m.</p>
Mother	Father	<p>Pioneer Day:</p> <p>(1) Holiday begins on July 23rd at 6 p.m.</p> <p>(2) Holiday ends on July 25th at 6 p.m.</p>
Father	Mother	<p>Labor Day:</p> <p>(1) Holiday begins Friday at:</p> <p>0. 9 a.m. if school is not in session and the parent can be with the child;</p> <p>b. the time that school is regularly dismissed; or</p> <p>c. 6 p.m. at the election of the parent granted the holiday.</p>

		<p>8 (2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following Labor Day;</p> <p>or</p> <p>(b) at 8 a.m. on the day following Labor Day if there is no school.</p>
Mother	Father	<p>Columbus Day:</p> <p>(1) Holiday begins at 6 p.m. on the day before Columbus Day.</p> <p>(2) Holiday ends at 7 p.m. on Columbus Day.</p>
Father	Mother	<p>Fall Break:</p> <p>(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the day following the end of fall break; or</p> <p>(b) at 8 a.m. on the day following the end of fall break if there is no school.</p>
Mother	Father	<p>Halloween:</p> <p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>0. at the time that school is dismissed; or</p> <p>b. at 4 p.m. if there is no school.</p>



		(2) Holiday ends at 9 p.m. on the same day the holiday begins.
Father	Mother	<p>Veterans Day.</p> <p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.</p> <p>(2) Holiday ends at 7 p.m. on Veterans Day.</p>
Mother	Father	<p>Thanksgiving:</p> <p>(1) Holiday begins on Wednesday at:</p> <p>0. 6 p.m.; or</p> <p>b. the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering the child to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school..</p>
Father	Mother	<p>Winter Break (First Half):</p> <p>(1) Holiday begins at:</p> <p>0. 6 p.m. on the day on that school dismisses for winter break; or</p> <p>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.</p>

		(2) Holiday ends on December 27th at 7 p.m.
Mother	Father	<p>Winter Break (Second Part):</p> <p>(1) Holiday begins on December 27th at 7 p.m.</p> <p>(2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.</p>
Mother	Father	<p>Day of Child's Birthday:</p> <p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>
Father	Mother	<p>Day Before or After Child's Birthday</p> <p>(1) Holiday begins at 3 p.m.</p> <p>(2) Holiday ends at 9 p.m.</p>

10. Summer. Summer parent-time shall be as the parties agree. If the parties cannot agree, the parties will follow the basic weekly schedule set forth above except that each parent should be entitled to two weeks of uninterrupted parent-time, which may be consecutive, if they so desire.

In even-numbered years, Mother should provide notification of her election by May 1, and Father should provide his election by May 15. In odd-numbered years, Father should provide his election by May 1, and Mother should provide her election by May 15. If a parent fails to provide notification of his election within the above time period, the complying parent may determine the schedule for summer break for the non-complying parent. If both parents fail to provide timely notice, the first parent to provide notice may determine the schedule for summer break for the other parent.

11. Transportation. Unless the parties agree otherwise in writing, the parties should use school-

to-school exchanges whenever possible. When possible the party beginning their parent-time should be responsible for picking up the child.

12. School. Unless the parties agree otherwise in writing, the minor child will remain in her current school. In the event the same is no longer an option (e.g. neither party residing in the district) the child should begin attending school based on Mother's residence.

13. Travel. When the minor children travel with either parent overnight, all of the following will be provided to the other parent.

0. An itinerary of travel dates;

0. Destination(s);

0. Places where the children or traveling parent can be reached; and

0. The name and telephone number of an available third-person who would be knowledgeable of the children's location

14. Relocation. In the event that one of the parties relocates and the parties are more than 150 miles apart, the parties shall abide by the requirement of Utah Code §81-9-209.

15. Special Considerations. The parents agree that the following provisions are in the best interest of the child, and the parents agree to follow them as part of their parenting plan:

0. The visitation and parent-time schedules are preferable to a court-imposed solution.

0. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.

0. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent

which may inadvertently conflict with the parent-time schedule.

0. The parent receiving the child shall pick her up from the other parent or from the child's school at the times specified. The child's regular school hours shall not be interrupted for parent-time.

0. The delivering parent shall have the child ready at the time they are to be picked up.

0. If, due to emergency circumstances, a parent will be late or is unable to be present to pick-up or deliver the child, then that parent shall notify the other as soon as possible to advise them and make appropriate alternate arrangements.

0. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-order.

0. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child is participating or being honored, and both parents shall be entitled to attend and participate fully.

0. Both parents shall have unlimited access to the child's school, including full access to all school reports, homework, teachers, and other school staff.

0. Both parents shall have unlimited access to all records concerning the child, including medical records.

0. Each parent shall notify the other parent immediately in the event of a medical emergency regarding the child.

0. Each parent shall provide the other with a current address and telephone number within 24 hours of any change.

0. Each parent shall enjoy telephone, virtual, video conference, email, letters, or other

alternative forms of contact with the children<sup>12</sup> at reasonable times and places considering the child's bedtimes and the other parent's needs.

0. Neither parent shall consume any illegal or unprescribed drugs or alcohol while exercising parent-time with the child.

16. The parents also adopt and agree to follow these principles:

- o. We agree to create a new co-parenting relationship based on trust and respect.
  - o. We agree to create a cooperative co-parenting relationship.
  - o. We understand we are creating a new relationship from this point forward.
  - o. We recognize that co-parenting requires us to have a business-like relationship rather than our former personal relationship.
- o. We agree to respect the child's right to have a meaningful bond with each parent, with step-parents and grandparents.
  - o. We recognize that the child's self-esteem is affected by having a positive perception of both parents. We agree to say only positive things about our co-parent, emphasizing parental strengths as much as possible.
    - o. We agree to treat each other as we would like to be treated.
    - o. We agree to be flexible to build goodwill with each other.
- o. We agree to communicate frequently regarding the best interests of the child and to return telephone calls promptly.
  - o. We agree to conduct our communications in a business-like manner without assuming intents, placing blame, or disputing what happened in the past.
  - o. We agree to keep our communications productive and if a meeting becomes

heated or overly emotional, ~~we~~ we agree to reschedule that meeting.

- o. In our communications, we agree to not hang up the phone, put down or otherwise show disrespect to the other parent as long as the communications are respectful and productive.
- o. We understand that we will share information and complaints in a factual and respectful manner. We agree to receive complaints without taking personal offense.
  - o. We recognize that the child has extended family relationships and agree to accommodate our co-parent's reasonable requests to take the child to special family events.
- o. We understand that the child will grow up in two homes (Mom's house and Dad's house) and may be loved and supported by all family members in both homes.
- o. We recognize that while we have the opportunity to influence the other parent, we have no power to control each other.
  - o. We agree that we will focus on problem solving rather than fighting. We understand that in order to solve a problem, we may need to share information or postpone a conversation until we have obtained more information regarding the problem or issue. We understand it is helpful to share ideas and research as we work toward a resolution.
  - o. We recognize that relationship problems are best solved on a one-on-one basis. We agree not to triangulate others in our problem solving. Therefore, if the child has a problem with one parent, then the child and that parent alone should solve the problem.
    - o. We agree not to use the child as a messenger or a problem solver.

- o. We agree to allow the child to love both parents.
- o. We recognize that as the child grows older, her friends, schools, and extracurricular activities will become more significant in their lives. Consequently, it is helpful to have the child provide input to our time-sharing schedule and design ways to ensure meaningful time with both parents.
- o. We recognize that at times the child may not enjoy going back and forth between homes because it interrupts her life. We agree to be supportive of the child spending meaningful time with both of her parents according to our time-sharing schedule and to enforce, encourage and support the time-sharing schedule. If the child expresses a strong desire to skip a time-sharing opportunity, the child and the parent involved should work through the issue one-on-one and arrange substitute time wherever possible.
- o. We agree to discuss discipline problems and reach a consensus whenever possible on parenting strategies. We understand that if we act consistently and as a united front, the child will feel more secure and will not play one parent against the other.
- o. We recognize that we have strengths and weaknesses. Each is responsible for their choices and accountable for their mistakes. We agree to learn from our mistakes and do the repair work where necessary. We understand that forgiveness is a process that primarily benefits the forgiver. Therefore, we understand that we can model forgiveness to the child by healing our feelings and choosing to be respectful to the other parent.
- o. We recognize that contention, and especially litigation, between us can cause the child to suffer emotional and behavioral problems. We agree to use our best efforts to resolve differences and solve problems without the need for litigation.

- o. We agree to be courteous and respectful when exchanging the child. We agree to discuss any financial issues or other significant issues at another time away from the children.
- o. We agree to return clothing and toys that belong to the other parent's home within a reasonable time. All clothing to be returned to the other parent shall be returned cleaned and folded.
- o. We agree to commit to the co-parenting principles. In the event one or both of us forgets our commitment, we understand that one of us will need to be the leader in reestablishing our commitment to these principles and show that commitment by abiding by these principles.

#### CHILD SUPPORT

17. The parties acknowledge that child support should be calculated pursuant to the Utah Uniform Child Support Guidelines. For purposes of the guideline calculation, MOTHER's gross monthly income is \$5,710.10 and FATHER's gross monthly income is \$11,010. Based on these incomes, FATHER's presumptive child support obligation under the Guidelines is \$241 per month.

The parties have agreed to deviate from the guideline amount. The Court finds that the guideline amount is \$241 per month and that the ordered child support amount is \$20 per month. The deviation is based upon the agreement of the parties and the specific circumstances of the case.

The Court finds that this deviation is appropriate and in the best interest of the minor child. Accordingly, FATHER shall pay child support to MOTHER in the amount of \$20 per month,



beginning April 1, 2026.

18. Unless the Court orders otherwise, support for the child terminates at the time (1) a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code 78A-6-801 and based on the combined support amount as derived from the parties' imputed income to be determined by the court.

19. The monthly child support shall be paid one half on or before the 1st 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 1st day of the month is delinquent on the 2nd day of the month.

20. If the obligor parent is thirty (30) days late, the obligee parent shall be entitled to mandatory income withholding relief pursuant to Utah Code § 62A-11, Parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the

following ~~18~~ month.

21. Any Office of Recovery Service fee shall be paid by the obligor parent.
22. Each of the parties is under mutual obligation to notify the other within thirty (30) days of any substantial change in circumstances as defined by Utah law to modify support.

#### MEDICAL AND OTHER EXPENSES/CREDITS

23. Division of Accounts. Pursuant to Utah Code Ann. Section 15-4-6.7, each party will elect for dental, medical and school expenses to be created in separate billing accounts.
24. Health Insurance/Medical Expenses. Father shall purchase and maintain appropriate health, hospital, and dental care insurance for the dependent child.
25. 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 Father shall be primary coverage for the dependent child, and the health, hospital, or dental insurance plan of Mother 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.
26. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance.
27. The parent who provides the insurance coverage may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. If the parent does not have insurance but another member of the parent's household provides insurance

coverage for the child, the parent may receive <sup>19</sup>credit against the base child support award or recover the other parent's share of the child's portion of the premium.

28. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

29. Each parent shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent child, including deductibles and copayments unless the court finds good cause to order otherwise.

30. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 *et seq.*, upon initial enrollment of the dependent child[ren], and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 *et seq.*, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

31. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment. The other parent shall reimburse the parent within thirty (30) days.

32. In addition to any other sanctions provided by the court, a parent incurring medical 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 verification.

33. Unless there is written agreement between the parties otherwise, they will utilize “in-network” providers who are covered by insurance whenever possible.
33. Child Care Expenses. Pursuant to Utah Code § 81-6-209 *et seq.*, both parties shall share equally all reasonable work, career, or occupational training-related child-care expenses.
34. The party who incurs child-care expenses shall provide written verification of the cost and identity of a child-care provider to the other party upon initial engagement of a provider and thereafter on the request of the other party. The party incurring and/or paying for child-care expenses shall notify the other party of any change of a child-care provider or the monthly expense of childcare within 30 calendar days of the date of the change.
35. The party not directly paying for childcare shall begin paying his or her share of child-care expenses within 30 days upon presentation of proof of the child-care expense.
36. A party incurring and/or paying for child-care expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if the party incurring and/or paying for the expenses fails to comply with this order.
37. Extracurricular Activities. The parties should equally share the cost of extracurricular activities for the minor child that they mutually agreed upon in writing.
- a. Any activities or extracurricular activities in which the child participated during the marriage shall be deemed to be agreed upon.
- b. A party unilaterally signing up the children for an activity must ensure that the activity will not be scheduled during the other parent's parent -time and should be responsible for 100% of the cost of that activity.
- c. The child should be entitled to participate in at least one extracurricular activity. If the

parties cannot agree on what activity a child should participate in, the decision should be made using the legal custody and decision-making process described above, with Mother having final say. The decided upon activity shall be split equally, even if Mother had to exercise her final say.

d. Should a party not be able to afford the ongoing costs of extracurricular activities, they may provide notice to the other parent at least thirty (30) days prior to the children's next season/billing cycle for the activity.

e. The party incurring the costs should submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and should be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses

38. Other Children's Expenses. The parties should equally share the costs of the child's expenses including school registration fees, school lunches, clothing, cell phone, car insurance, car maintenance and registration.

39. Taxes. For personal tax purposes, the parties should rotate claiming the minor child each tax year. Mother should claim the extra child in odd years, and Father in even years.

40. The parties shall be entitled to buy out the other parent's exemptions in any given year. The party exercising this provision must request the buy-out amount by March 1<sup>st</sup> following the tax year to be filed. The entitled party must provide the cost of the buy-out which will be the difference between the entitled party's tax obligation with the exemption and their tax obligation without the exemption. The entitled party shall provide this amount to the requesting party by March 15<sup>th</sup>. If the requesting party desires to exercise the buy-out, they must tender the buy-out amount to the entitled party by April 1<sup>st</sup>. The entitlement to the exemptions changes to the

requesting party at the time they tender payment.

41. If Father is behind on any child support obligation by December 31st of any tax year, Father shall not be entitled to claim the child for tax purposes for that tax year.

#### DIVISION OF ASSETS AND LIABILITIES

42. Separate and Premarital Property. Each party should be awarded their separate and premarital property, including property or monies in their possession at the time of marriage or received from inheritance, unless stated otherwise herein. MOTHER has a separate ownership interest in the Vaughn Maughan Children's Trust Land Greenbelt Wellsville-Mendon H20 District. MOTHER is awarded the Mendon property free of any claim by FATHER.

43. Personal Property. Prior to and during the course of the parties' marriage, the parties acquired various personal property, such as furniture, electronics, household goods, recreational equipment, artwork, collectibles, and other items. The personal property acquired during the marriage should be divided equitably between the parties. If there is a dispute regarding items, the parties shall participate in good-faith negotiations with a neutral third-party/mediator. FATHER will be awarded the personal property remaining in the marital home along with all property in the shop/garage in exchange for being awarded the Mountain America Credit Union credit card.

44. Pets. FATHER will keep the family pets, Duke and Dixie.

45. Vehicles. During the marriage, the parties obtained interest or ownership of certain vehicles. These vehicles shall be awarded along with all liability and maintenance thereof as follows:

a. MOTHER is awarded the 2021 Acura RDX, along with all liability and maintenance thereof,

holding FATHER harmless;

b. MOTHER is awarded the 2007 Corolla, along with all liability and maintenance thereof,

holding FATHER harmless;

c. MOTHER is awarded the 2009 Corolla, along with all liability and maintenance thereof,

holding FATHER harmless;

d. FATHER is awarded the 2000 Ford F-250, along with all liability and maintenance thereof,

holding MOTHER harmless;

e. FATHER is awarded the 2016 ACURA RDX, along with all liability and maintenance thereof,

holding MOTHER harmless; and

f. FATHER is awarded the 1988 Reinell boat along with all liability and maintenance thereof,

holding MOTHER harmless.

46. Accounts. During the marriage the parties obtained interest in certain checking, savings, or other financial accounts. These accounts shall be awarded as follows:

INSTITUTION	NAME ON ACCOUNT	APPROX. BALANCE	AWARDED TO
America First Credit Union (7160)	MOTHER	\$1,757.18	MOTHER
Goldenwest Credit Union (1574)	MOTHER	\$12.57	MOTHER
Goldenwest Credit Union (6303)	VANCE MAUGHAN CHILDREN's TRUST	\$6.63	MOTHER
Venmo	MOTHER	\$46.46	MOTHER
Goldenwest (2978) checking	FATHER	\$195.81	FATHER

	24		
Goldenwest (2978) savings	FATHER	\$76.55	FATHER
Goldenwest (3066) Deep Creek Construction	DEEP CREEK CONSTRUCTION	\$8.24	FATHER

For jointly-held accounts, the parties will make good-faith efforts to facilitate the removal of the party not awarded the account to/from the other party within 30 days of signing this stipulation.

47. Debts and Obligations. During the marriage, the parties acquired marital debts and obligations. The parties shall be awarded the following marital debts:

CREDITOR	NAME ON DEBT	APPROX. BALANCE	AWARDED TO
ED Financial	MOTHER	\$60,000	MOTHER
Mountain America Credit Union	MOTHER/FATHER	\$8000	FATHER
Chase	FATHER	\$14,657	FATHER
Sam's Club MasterCard	FATHER	\$6,700	FATHER
Goldenwest	FATHER	\$13,919	FATHER
Capital One	FATHER	\$3,552	FATHER

0. The parties shall each cease use of any accounts awarded to the other party immediately upon execution of this Stipulation.
0. Post-Separation Debt: The party who incurred a debt post-separation, will be responsible for said debt.
0. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards or lines of credit.



0. Other Debts: Should other joint debts ~~be~~ discovered after entry of a Decree, the person responsible for incurring the debt will be responsible for paying it.
0. Hold Harmless: Furthermore, the parties should hold the other harmless in the event of their refusal in payment of any joint obligation.
0. Notification to Creditors: The parties should notify any respective creditors or obliges, regarding the division of debts, obligations, or liabilities and regarding the parties' separate, current addresses.

48. Retirement and Other Investment Accounts. During the marriage both parties may have either obtained interest in or contributed marital funds to their respective retirement and other investment accounts. The marital portion of the parties' retirement and other investment accounts should be divided as follows:

INSTITUTION	NAME ON ACCOUNT	APPROX. BALANCE	AWARDED TO
Myaccrue401k.com Acct # xxxx64RT3	MOTHER	\$436.44	MOTHER
Utah Retirement Systems  ROTH IRA  W89056385	FATHER	\$19,520.60	MOTHER
Utah Retirement Systems  401(k)  W89056385	FATHER	\$72,413.61 (pre- loan)  \$54,953.63 (post- loan)	MOTHER
Utah Retirement Systems	FATHER	\$3946 per	Split equally

Pension	26	month when vests	between parties
W89056385			

49. The Parties agree that Wife shall be awarded \$54,953.63 of the Retirement Accounts as her sole and separate property, free and clear of any claim by Husband. FATHER shall be 100% responsible for the loan associated with his URS 401(k). This loan shall be excluded from the divisible portion of the 401(k) and shall remain in FATHER'S name.

The parties should be awarded these accounts without claim by the other. The Utah Retirement Systems ROTH IRA, 401(k), and Pension shall be divided with a qualified domestic relations order. (QDRO).

The parties will hire Rori Hendrix, or another. The parties shall be equally responsible for effectuating this provision including completing any documentation and or QDRO(s) required to obtain their interest in the accounts including the costs of preparing the QDRO(s). The other party shall make good faith efforts to sign and return necessary documents within 30 days after receiving documents to execute.

50. The Parties further agree that, in consideration for MOTHER receiving the entirety of the URS 401(k) and ROTH IRA, an offset shall be applied to MOTHER's share of the net equity in the marital residence located at 1895 Deep Creek Rd, Morgan, UT, 84050, (the "Marital Home"), as follows:

1. The total fair market value of the Retirement Accounts shall be determined as of September 30, 2025.
2. An amount of \$37,236 shall be deducted from Wife's otherwise equal share of the

net equity in the Marital Home. FATHER will pay \$7,447 to offset penalties and fees.

3. Following application of the above-described offset, the remaining net equity in the Marital Home shall be divided between the Parties pursuant to the terms set forth herein.

4. The Parties acknowledge that neither the Court nor counsel has provided tax advice regarding the liquidation of retirement funds, and MOTHER understands that early withdrawal of retirement funds may result in income taxes, penalties, or other financial consequences for which she shall be solely responsible.

51. Real Property. During the marriage, the parties obtained interests in real property, namely the marital home located at 1895 Deep Creek Rd, Morgan, UT, 84050. FATHER shall pay MOTHER for her equity in the real property. The parties agree that FATHER will be awarded the real property subject to any mortgages, home equity lines of credit, or other encumbrance or liabilities attached thereto, including but not limited to the Wells Fargo Primary Mortgage and the GoldenWest HELOC.

52. The parties agree that there is \$942,043 equity in the real property, valuing the property at \$1.4 million deducting the primary mortgage and HELOC. MOTHER'S portion of the equity would be \$471,021. MOTHER agrees to accept \$75,000 from FATHER obtaining additional financing from the HELOC as partial payment of her equitable share of the equity in the marital home. FATHER will pay MOTHER \$75,000 within thirty (30) days of this agreement as an initial payment for her share of the equity in the marital home.

53. The parties agree that the marital residence has \$942,043 in equity, based on a value of \$1,400,000 less the primary mortgage and HELOC. MOTHER'S share of the equity is \$471,021.

From this amount, \$37,236—representing MOTHER'S share of the 401(k) and Roth IRA—shall be deducted, resulting in a net equity amount of \$433,785.

MOTHER agrees to accept \$75,000 from FATHER, to be paid within thirty (30) days of this agreement, as an initial partial payment toward her share of the equity, with funds to be obtained through additional HELOC financing. This \$75,000 payment shall also be deducted from MOTHER'S total share, reducing the remaining balance owed on the home to \$358,785, which shall be paid upon the passing of FATHER'S parents.

In addition, FATHER shall pay MOTHER \$7,447 to offset penalties and interest associated with the retirement accounts.

54. MOTHER's remaining share of the equity in the home shall be less the combined total of the retirement accounts, \$37,236, and \$75,000, which FATHER will obtain from refinancing the home. The total to be deducted from MOTHER's share of the equity in the marital home following award of FATHER's ROTH IRA and 401(k) accounts shall be \$112,236. MOTHER's resulting share of the equity in the marital home shall be \$358,785, which shall be paid in full to MOTHER no less than 90 days of FATHER's parents passing, or FATHER no longer living at the property.

55. If the marital home is ever sold, MOTHER will receive all of her remaining equity within 30 days of the sale of the home.

56. If FATHER's parents pass away or move off of the property, FATHER will refinance, assume the loan, or otherwise obtain the funding to purchase MOTHER's share of the equity of the home in the amount of \$358,785 within 90 days of FATHER's parents no longer residing at the property.

57. MOTHER's equitable share of the equity ~~at~~ the marital home is a support obligation. This support obligation will remain even if MOTHER cohabitates or remarries and will not be dischargeable in any bankruptcy.

58. Business. During the marriage, the parties acquired interest in business interests. Father represents that these businesses have no value. FATHER shall be awarded the following businesses free and clear of any interest from MOTHER. FATHER shall not hold MOTHER liable for and shall indemnify Jodi for any other debts associated with the business therefrom.

a. Red Rock Rentals

b. Pad Prep.

c. Deep Creek Construction. FATHER is awarded the Deep Creek Construction assets of the Kioti tractor and dump trailer, along with all liability and maintenance thereof, holding MOTHER harmless.

59. Life Insurance. Father should be ordered to obtain or maintain life insurance policies, so long as reasonably available, with the child listed as the beneficiaries. Father should be required to maintain a life insurance policy until the last minor child reaches the age of majority.

60. If either party owns a life insurance policy or an annuity contract, each party will update the list of beneficiaries. If Father maintains the life insurance policy on Mother, the beneficiaries shall be the minor children.

61. Alimony. Both parties are gainfully employed, and capable of meeting their own needs. Neither party should be awarded any alimony in addition to the support obligation of MOTHER's share of the equity of the home.

#### MISCELLANEOUS PROVISIONS

62. Mutual Restraining Orders. The parties<sup>36</sup> should be restrained from disparaging the other party to or in the presence of the child and are to instruct third-parties to also be so restrained. The parties should be restrained from discussing the legal action or any adult topics with or in the presence of the child and are to instruct third-parties to also be so restrained.

63. The parties should be permanently restrained from harassing, harming, bothering, annoying, threatening, committing violence or attempting to harass, bother, annoy, threaten or commit violence to the other. Said methods of harassment include, but are not limited to, excessive unsolicited telephone calls, excessive electronic contact through e-mails, texts, etc., and unplanned visits at the other's place of residence.

64. Neither party will dissipate, sell, or transfer any separate or marital property during the pendency of this action, except to make payments on undisputed marital debts as they come due. The parties should be restrained from using each other's names and/or social security numbers to obtain any debt.

65. Name Change. Mother should be restored to her maiden name of Maughan should she so desire.

66. Duty to Sign Documents. Both parties should be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of their divorce decree. Should a party fail to execute a document within 60 days of the entry of their divorce decree, 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.

67. Attorney Fees. Each of the parties should assume and pay their own attorney's fees.

68. Binding Effect. Consistent with the representations and warranties above, the parties hereby acknowledge and agree that they intend for this Stipulation to be binding to the maximum degree permissible under applicable law, that this Stipulation shall be construed and interpreted to accomplish and facilitate that intent, and that neither party may avoid or otherwise set aside any provision hereof except upon an express finding by a court of competent jurisdiction that (among other things) enforcement of the provision(s) in question is adverse to the child's best interests or unenforceable.

69. Effective Date. The terms of this Stipulation shall be effective immediately upon execution unless otherwise specified herein.

70. Severability. If any term, paragraph, or provision of this Stipulation is held invalid or unenforceable for any reason, the remainder of this Stipulation shall continue in full force and effect.

71. Entry of Final Documents. The parties agree and understand that each has the right to litigate the allegations contained in Husband's petition. Both parties agree to waive all such rights to contest said allegations, and hereby consent to the jurisdiction of the above-entitled court.

72. Final Decree of Divorce. The parties hereby agree that the Court may enter, and jointly move the court to enter, the Findings of Fact and Conclusions of Law as well as a Decree of Divorce submitted in conformity with the terms of this Stipulated Decree of Divorce.

End of Agreement – Signatures to Follow

DATED this day of April, 2026

/s/ Jodi Andersen  
Signed electronically with permission  
*Petitioner*

/s/ Laurie Brandon Andersen  
Signed electronically with permission  
*Respondent*

/s/ Chad B. McKay  
Signed electronically with permission  
*Attorney for Respondent*

---Date and Court signature appear at the upper right corner of the first page of this document---

-----END OF ORDER-----

CERTIFICATION OF SERVICE

I do hereby certify that on April 3, 2026, I served a true and correct copy of the foregoing  
*Stipulated Decree of Divorce* via E-Filing and email to the following as indicated below:

**JODI ANDERSEN**  
*Petitioner*  
[Jodi.andersen@yahoo.com](mailto:Jodi.andersen@yahoo.com)

/s/ Heather Tezak  
*Legal Assistant*