

Brandi Jean Collins

Name

1719 N 40 E

Address

Tooele, Utah 84074

City, State, Zip

N/A

Phone

rainlovinggirl@yahoo.com

Email

In the Court of Utah

THIRD Judicial District TOOELE County

Court Address 74 SOUTH 100 EAST SUITE 14, TOOELE, UT 84074

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Brandi Jean Collins

(name of Petitioner)

and

Shawn Michael Cook

(name of Respondent)

Other parties (if any)

Divorce Decree

264300114

Case Number

Hogan

Judge

Commissioner (domestic cases)

The court decrees:

Divorce

1. Brandi Jean Collins is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Brandi Jean Collins. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Brandi Jean Collins and Shawn Michael Cook** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Dejaune Fae Cook**

Date of Birth: **Dec 8, 2012**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Dejaune Fae Cook**

Date of Birth: **Dec 8, 2012**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Dec 8, 2012**

Address: **1719 N 40 E, Tooele, Utah 84074 United States**

(1).

Caretaker at this address: **Brandi Collins**

Caretaker current address: **1719 N 40 E, Tooele, Utah 84074 United States**

(2).

Caretaker at this address: **Shawn Cook**

Caretaker current address: **1719 N 40 E, Tooele, Utah 84074 United States**

(3).

Caretaker at this address: **Lynette Humphrey**

Caretaker current address: **1719 N 40 E, Tooele, Utah 84074 United States**

(4).

Caretaker at this address: **William Humphrey**

Caretaker current address: **1719 N 40 E, Tooele, Utah 84074 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Brandi Jean Collins** and **Shawn Michael Cook**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Brandi Jean Collins** and **Shawn Michael Cook** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Brandi Jean Collins** and **Shawn Michael Cook**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal Custody and that **Brandi Jean Collins** be awarded Sole Physical custody. **Shawn Michael Cook** should have parent-time at reasonable times and places. **Brandi Jean Collins** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The parents will follow the parent-time schedule in the statute(s).

Children 5-18 (Utah Code 81-9-302)

FOR CHILDREN 5 YEARS TO 18 YEARS OF AGE

Midweek – School in Session: During the time a child's school is in session, one weekday evening to be specified by the noncustodial parent, or Wednesday evening if not specified, from 5:30 - 8:30 p.m.; or, at the election of the noncustodial parent, one weekday from the time the child's school is regularly dismissed until 8:30 p.m.

Midweek – School not in Session: During the time a child's school is not in session, one weekday from approximately 9:00 a.m., accommodating the custodial parent's work schedule, until 8:30 p.m., if the noncustodial parent is available to be with the child.

Changes to Midweek Schedule: Once the weekday is designated, it may not be changed except by mutual written agreement of the parents, or court order.

Alternate Weekends: Alternating weekend parent-time shall begin the first weekend after the entry of the decree.

Alternate Weekends - School in Session: During the time a child's school is in session alternating weekend parent-time shall be from 6:00 p.m. on Friday until 7:00 p.m. on Sunday, or, at the election of the non-custodial parent, from the time a child's school is regularly dismissed on Friday until 7:00 p.m. on Sunday.

Alternate Weekends - School not in Session: During the time a child's school is not in

session a noncustodial parent may elect alternating weekend parent-time to begin on Friday from approximately 9:00 a.m., if the noncustodial parent is available to be with the child and in accommodation with the custodial parent's work schedule, until 7:00 p.m. on Sunday.

Pick Up by Non-Parent: A step-parent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the child if the custodial parent is aware of the identity of the individual, and the parent will be with the child by 7 p.m.

Changes to Weekends: Weekend parent-time elections shall be made by the noncustodial parent at the time of entry of the divorce decree or court order, and may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the child's schedule.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Extended parent-time with the non-custodial parent may be up to four consecutive weeks when school is not in session, at the option of the non-custodial parent including weekends normally exercised by the noncustodial parent, but not holidays;

- a. two weeks shall be uninterrupted time for the noncustodial parent;
- b. the remaining two weeks shall be interrupted parent-time and be subject to parent-time for the custodial parent for weekday parent-time but not weekends, except a custodial parent may exercise a holiday as specified below in the Special Occasion table. Within ten days of receiving notice of a parent's intent and schedule for taking interrupted parent-time, the parent receiving that notice must give notice of any plan to interrupt the parent-time; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time when school is not in session for purposes of vacation.

Each parent shall provide notice to the other of their plan to exercise extended parent-time during summer break as follows:

Extended Parent-time notice - in odd numbered years, the noncustodial parent shall provide notification of extended parent-time to the custodial parent by May 1st and the custodial parent shall provide notification to the noncustodial parent of uninterrupted extended parent-time by May 15th.

Extended Parent-time notice - in even numbered years, the custodial parent shall provide notification of uninterrupted extended parent-time with a child to the noncustodial parent by May 1st and the noncustodial parent shall provide notification to the custodial parent of extended parent-time by May 15th.

Extended Parent-time notice - if not provided timely by a parent, the complying parent may determine the schedule for non-complying parent, so long as the complying parent's notification is timely.

Extended Parent-time notice - if neither parent's notification is timely, the first parent to give notice may determine the schedules of both parents for extended parent-

time.

Electronic communication: Telephone contact shall be at reasonable hours and for a reasonable duration. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Weekday parent-time will be Monday. (81-9-302)

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	for winter break; or (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. (2) Holiday ends on December 27th at 7 p.m.		
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years	Even years
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m.		All Years: Brandi Jean Collins is the mother

Holiday	Period	Noncustodial Years	Custodial Years
	(2) Holiday ends on Mother's Day at 7 p.m.		
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All Years: Shawn Michael Cook is the father	
Summer Break	Shawn Michael Cook will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Shawn Michael Cook. Shawn Michael Cook will have an additional two weeks of extended Summer Parent-time at the option of Shawn Michael Cook, subject to weekday parent- time for Brandi Jean Collins, but not weekends normally exercised by Brandi Jean Collins. Shawn Michael Cook will notify Brandi Jean Collins of the summer break extended parent- time by May 1 each year. Brandi Jean Collins will also have two weeks of uninterrupted extended parent time when school is not in session, at the option	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>of Brandi Jean Collins. Brandi Jean Collins will notify Shawn Michael Cook of the summer break extended parent-time by May 15 each year. If the notification by Shawn Michael Cook is not timely, Brandi Jean Collins may determine the schedule for extended parent-time for Shawn Michael Cook, so long as Brandi Jean Collinshas provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.</p>		
Juneteenth National Freedom Day	<p>(1) Holiday begins at: (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 (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m.</p>	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	on the day following Juneteenth National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Brandi Jean Collins's Birthday	Brandi Jean Collins will have parent-time each year on Brandi Jean Collins's birthday from 3:00 p.m. until the following morning when Brandi Jean Collins delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and		All years

Holiday	Period	Noncustodial Years	Custodial Years
	<p>Father's Day.</p> <p>Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.</p>		
Shawn Michael Cook's Birthday	<p>Shawn Michael Cook will have parent-time each year on Shawn Michael Cook's birthday from 3:00 p.m. until the following morning when Shawn Michael Cook delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day.</p> <p>Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.</p>	All years	

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Brandi Jean Collins's** home residence.

14. Brandi Jean Collins and Shawn Michael Cook has authority to check the children out of school. Brandi Jean Collins and Shawn Michael Cook has access to the children during school. If the parents cannot agree, education decisions will be made by Brandi Jean Collins.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than 2 days, the parent arranging the travel will notify the other parent at least 14 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 2 days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent

22. Neither parent may relocate with the minor children more than 50 miles from their current residence without a written agreement signed by the parties or further court order.

23. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

24. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

25. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

26. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court

order.

END OF PARENTING PLAN

Income: Petitioner (Brandi Jean Collins) (Utah Code 81-6-203)

27. **Brandi Jean Collins's** gross monthly income for child support purposes is **\$4462**.

Brandi Jean Collins base child support amount using the **sole** custody calculation is

\$539. **Brandi Jean Collins** receives the following gross monthly income:

- a. **Brandi Jean Collins** is employed at **Tooele County School District**. **Brandi Jean Collins** earns **\$4462** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Shawn Michael Cook) (Utah Code 81-6-203)

28. **Shawn Michael Cook's** gross monthly income for child support purposes is **\$2857**.

Shawn Michael Cook receives the following gross monthly income:

- a. **Shawn Michael Cook** is employed at **Uber**. **Shawn Michael Cook** earns **\$2167** gross (pre-tax) monthly income working a 40-hour a week job or less.

- b. **Shawn Michael Cook** has the following income from any of these sources:

Source: Business income, Monthly amount: \$640.00

Source: Online Content Creation, Monthly amount: \$50.00

29. The adjusted gross monthly income for **Shawn Michael Cook** is **\$2857**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

30. It is in the best interest of the children that **Shawn Michael Cook** be ordered to pay child support to **Brandi Jean Collins** as follows:

- a. **\$344.00** per month base support. This amount complies with the Utah Child Support Act.

31. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

32. The **sole** custody worksheet was used to calculate child support.

Brandi Jean Collins's base child support amount is **\$539** per month.

Shawn Michael Cook's base child support amount is **\$345** per month.

If physical custody of a child changes from what the court orders:

- The parent owing support must pay the support amount to whomever has physical custody of the child.
- The parent must pay the support amount without asking the court to modify the child support order.
- This does not apply to temporary parent-time changes. (Utah Code 81-6-104(4) and 81-

6-205(8)(a)).

Child support reduction for extended parent-time

33. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

34. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

35. Child support will be paid as follows:

Shawn can pay it in cash, or transferring it to my bank or Venmo account.

36. The issue of past-due child support may be decided by future court or administrative action.

37. **Brandi Jean Collins and Shawn Michael Cook will each pay half of any ORS fee.**

a. If a fee is withheld from payments to **Brandi Jean Collins, Shawn Michael Cook** will reimburse **Brandi Jean Collins** for half the fee.

38. The parties must notify each other within 30 days of any change in their income.

39. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and
- the amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate. (Utah Code 62A-11-306.2).

40. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
 - the relative wealth or assets of the parties;
 - income of a parent of 30% or more;
 - the employment potential and ability of a parent to earn;
 - the medical needs of the child; or
 - the legal responsibilities of either parent for the support of others.
- (Utah Code 81-6-202 and 81-6-212)

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law. (Utah Code 81-6-202(8))

41. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

42. **Brandi Jean Collins** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

43. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

44. **Brandi Jean Collins** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

- a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:
 - **Brandi Jean Collins's** insurance will be primary coverage.
 - **Shawn Michael Cook's** insurance will be secondary coverage.
- b. If a parent remarries and that parent's 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 coverage will be as follows:
 - **Brandi Jean Collins's** spouse's insurance will be primary coverage.
 - **Shawn Michael Cook's** spouse's insurance will be secondary coverage.
- c. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

- f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
- g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
- h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

45. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

Each parent will pay any applicable child care expenses during their time with the child.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

46. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

47. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

48. Vehicles will be divided as follows:

a.

Year: **2005**

Make: **Toyota**

Model: **Corolla**

VIN: **N/A**

Owner (before divorce): **Brandi Collins**

Current value: **\$2,020.00**

Amounts Estimated: **no**

Ownership After Divorce: **Brandi Jean Collins**

Loan: **N/A**

b.

Year: **2018**

Make: **Tesla**

Model: **Model 3**

VIN: **N/A**

Owner (before divorce): **Shawn Cook**

Current value: **\$18,440.00**

Amounts Estimated: no

Ownership After Divorce: **Shawn Michael Cook**

I.

Lender: **Santander**

Address: **P.O. Box 961245, Fort Worth, TX 76161-1245**

Date Acquired: **N/A**

Amount Owed: **\$28,630.41**

Amounts Estimated: **yes**

Basis of Estimation: **I don't have access to his account so I used the balance owed on a statement received in June 2025.**

Monthly Payment: **N/A**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt. Shawn Michael Cook will provide a copy of the divorce decree to the lender.**

49. This other property will be divided as follows:

We have a dog together and are both listed on his paperwork. Shawn will primarily have him but I will spend time with him and take care of him as needed.

Debts

50. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **2520**

Institution Name: **Capital One**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$474.23**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Shawn Cook**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt. Shawn Michael Cook will provide a copy of the divorce decree to the lender.**

b.

Account Number: **0000**

Institution Name: **Gamestop Comenity Bank**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$836.00**
Minimum Monthly Payment (in US Dollars): **\$40.00**
Owner: **Shawn Cook**

Estimation Basis: **His Credit Karma account since I don't have access to his actual account.**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt. Shawn Michael Cook will provide a copy of the divorce decree to the lender.**

c.

Account Number: **6726**
Institution Name: **Sam's Club Synchrony Bank**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$1,438.08**
Minimum Monthly Payment (in US Dollars): **\$52.00**
Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt. Brandi Jean Collins will provide a copy of the divorce decree to the lender.**

d.

Account Number: **8989**
Institution Name: **Care Credit Card Synchrony Bank**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$3,847.55**
Minimum Monthly Payment (in US Dollars): **\$130.00**
Owner: **Brandi Collins, Shawn Cook**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt. Brandi Jean Collins will provide a copy of the divorce decree to the lender.**

e.

Account Number: **6689**
Institution Name: **Capital One**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$431.48**
Minimum Monthly Payment (in US Dollars): **\$25.00**
Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt. Brandi Jean Collins will provide a copy of the divorce decree to the lender.**

f.

Account Number: **9593**
Institution Name: **Merrick**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,544.56**

Minimum Monthly Payment (in US Dollars): **\$79.00**

Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

g.

Account Number: **1667**

Institution Name: **PayPal**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,280.99**

Minimum Monthly Payment (in US Dollars): **\$75.00**

Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

h.

Account Number: **6473**

Institution Name: **America First Credit Union- Credit Card**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$8,005.38**

Minimum Monthly Payment (in US Dollars): **\$201.00**

Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

i.

Account Number: **6473**

Institution Name: **America First Credit Union- Overdraft**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$338.03**

Minimum Monthly Payment (in US Dollars): **\$25.00**

Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

j.

Account Number: **6126**

Institution Name: **Big O Tires Comenity Capital Bank**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,195.71**
Minimum Monthly Payment (in US Dollars): **\$42.00**
Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

Medical Debt

a.

Account Number: **9181**
Institution Name: **NPAS Solutions**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$1,092.00**
Minimum Monthly Payment (in US Dollars): **N/A**
Owner: **Shawn Cook**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

b.

Account Number: **2395**
Institution Name: **Tooele Valley Urgent Care**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$130.00**
Minimum Monthly Payment (in US Dollars): **N/A**
Owner: **Shawn Cook**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

c.

Account Number: **2902**
Institution Name: **Mountain West Medical Center**
Address: **N/A**
Amount owed on debt (in US Dollars): **\$60.00**
Minimum Monthly Payment (in US Dollars): **N/A**
Owner: **Shawn Cook**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

d.

Account Number: **9773**
Institution Name: **Utah Imaging Associates, Inc**
Address: **N/A**

Amount owed on debt (in US Dollars): **\$125.00**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Shawn Cook**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

Installment Loan Debt

a.

Account Number: **2795**

Institution Name: **Security Finance**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,329.00**

Minimum Monthly Payment (in US Dollars): **\$175.00**

Owner: **Shawn Cook**

Estimation Basis: **Old paper bills**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

b.

Account Number: **0403**

Institution Name: **Opportun**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$2,653.06**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Shawn Cook**

Estimation Basis: **Last letter sent from Opportun said it was transferring debt to collections with Bounce AI Inc**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

c.

Account Number: **4301**

Institution Name: **Santander Consumer USA**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$28,630.41**

Minimum Monthly Payment (in US Dollars): **\$613.07**

Owner: **Shawn Cook**

Estimation Basis: **Last paper bill received in June 2025**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

d.

Account Number: **0291**

Institution Name: **Nelnet**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$36,297.77**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

e.

Account Number: **0000**

Institution Name: **Affirm**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$192.41**

Minimum Monthly Payment (in US Dollars): **\$65.00**

Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

f.

Account Number: **2163**

Institution Name: **Best Egg**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$801.10**

Minimum Monthly Payment (in US Dollars): **\$90.37**

Owner: **Brandi Collins**

The debt will be paid as follows: **Brandi Jean Collins will pay the entire debt.**
Brandi Jean Collins will provide a copy of the divorce decree to the lender.

Other Debt

a.

Account Number: **W3NT**

Institution Name: **January**

Address: **176 Grand Street, 4th Floor, New York, NY 10013**

Amount owed on debt (in US Dollars): **\$208.39**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Shawn Cook**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

b.

Account Number: **6736**

Institution Name: **Express Recovery Services, Inc.**

Address: **P.O. Box 26415 Salt Lake City, UT 84126-0415**

Amount owed on debt (in US Dollars): **\$125.14**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Shawn Cook**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

c.

Account Number: **4043**

Institution Name: **Department of Treasury Internal Revenue Services**

Address: **PO Box 1211 Charlotte, NC 28201-1211**

Amount owed on debt (in US Dollars): **\$78.00**

Minimum Monthly Payment (in US Dollars): **N/A**

Owner: **Shawn Cook**

Estimation Basis: **Last communication found was from April 2025**

The debt will be paid as follows: **Shawn Michael Cook will pay the entire debt.**
Shawn Michael Cook will provide a copy of the divorce decree to the lender.

Real property

51. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Business interests

52. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **This Guys Dog's Service LLC**

Description: **Dog service business**

Phone: **(801) 577-8926**

Address: **1719 N 40 E, Tooele, Utah 84074 United States**

Total Value: **\$0**

Percent owned by Petitioner: **0%**

Percent owned by Respondent: **100%**

Percent owned by Petitioner after divorce: **0%**

Percent owned by Respondent after divorce: **100%**

Alimony

53. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

54. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

55. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **4313**

Plan Name: **401(k)**

Plan Administrator: **Utah Retirement Systems**

Company Name: **Tooele County School District**

Address: **560 E 200 S, Salt Lake City, UT 84102**

Date Opened: **Jul 1, 2022**

Plan Value: **\$22073.32**

This plan is in the name of: **Brandi Jean Collins**

Divide as follows: **The entire account should be awarded to Brandi Jean Collins.**

Duty to sign documents

56. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

4/21/2024
Date

Signature ►

Judge

Signature ►

Date

Commissioner



Approved as to Form.

Other Party
Signature ►



Other Party
Name

Shawn Michael Cook

Certificate of Service

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

a.

Name: **Shawn Cook**

Method of service: **Email**

Address: **wrecktifyme@gmail.com**

Date of Service: **Apr 20, 2026**

04/19/2026

Date

Signature ►



Printed
Name

Brandi Collins