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**IN THE THIRD JUDICIAL DISTRICT COURT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

KELSEY HYDE ASHTON,

Petitioner,

and

BRAXTON R. ASHTON,

Respondent.

DECREE OF DIVORCE

Case No.: 254901988

Judge: Adam Mow

Commissioner: Joanna Sagers

The Court, having found and entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, it is hereby **ORDERED, ADJUDGED AND DECREED:**

Petitioner is granted a divorce from the Respondent on the grounds that certain irreconcilable differences have arisen between the parties making the continuation of this marriage an impossibility.

1. Jurisdiction/Venue. Petitioner is a bona fide and actual resident of Salt Lake County, State of Utah, and has been for more than three months immediately prior to the commencement of this action.

2. Respondent is a resident of Utah County, State of Utah and previously submitted to the

jurisdiction of this Court.

3. The parties have stipulated and agreed that this Court has jurisdiction and venue is proper.

4. Grounds for Divorce. The parties were married on June 3, 2023 and have been husband and wife since that time.

5. Certain irreconcilable differences have arisen between the parties making the continuation of this marriage an impossibility.

6. Minor Child. The parties are the parents of one (1) minor child, to wit, A.B.A., born 06/2024.

7. The parties participated in a custody evaluation conducted by Dr. Denise Goldsmith, and they have both reviewed Dr. Goldsmith's findings and recommendations and should incorporate a parenting plan consistent with her developmental framework and phased schedule, set forth more specifically below.

8. Parent-time. Parent-time shall be as the parties may agree in writing. If they cannot agree, the parties agree to a phased parent-time schedule designed to support A.B.A.'s secure attachment with both parents.

a. Phase 1: This schedule shall apply from the date of signing this agreement until the minor child is 2 ½ years old, or January 1, 2027.

b. Braxton shall have parent-time consisting of one (1) overnight each weekend, plus each Wednesday overnight from 5PM to Thursday at 5PM. The parties will alternate the weekend overnight with Braxton exercising his overnight on Friday from 6PM to Saturday at 6PM one weekend, and the following

weekend he will exercise his overnight from Saturday at 6PM to Sunday at 7PM.

c. Virtual parent-time: Braxton shall have virtual parent-time every Monday evening during Phase 1, for approximately up to ten (10) minutes, facilitated by Kelsey in a calm, supportive manner. The parties understand that their daughter age may prevent her from staying on the phone for more than a few minutes and will use reasonable efforts in encouraging her to engage during FaceTime calls with either parent.

d. The parties shall follow the holiday schedule set forth in Utah Code Ann. § 81-9-303 during this phase.

e. With respect to the winter break, the parties agree to break up the holiday time in a way that prevents A.B.A. from being away from either parent for more than 5 days consecutively.

f. Phase 2: From January 1, 2027 – June 30, 2028 (age 2 ½ to 3 ½) Braxton shall have parent-time consisting of alternating two-night (2) weekends from Friday at 5PM through Sunday at 7PM.

g. Braxton shall continue to exercise Wednesday overnight each week from 5PM Wednesday to 5PM Thursday, remaining consistent with Phase 1.

h. Virtual parent-time: Braxton shall have virtual parent-time every Monday evening during Phase 2, for up to ten (10) minutes, or for a period of time during which A.B.A.'s attention can be sustained.

i. The parties shall follow the holiday schedule set forth in Utah Code Ann. § 81-9-303 during this phase.

- j. With respect to the winter break, the parties agree to break up the holiday time in a way that prevents A.B.A. from being away from either parent for more than 5 days consecutively.
 - k. Phase 3: From July 1, 2028 forward, Braxton shall have parent-time consisting of alternating three-night weekends (3) from Friday at 5PM through Monday at 9AM or delivery to school at A.B.A.'s normal and expected time when she begins school.
 - l. Braxton's Wednesday midweek from Wednesday at 5PM through Thursday at 5PM shall continue.
 - m. The parties shall follow the holiday schedule set forth in Utah Code Ann. § 81-9-303.
 - n. Each party is entitled to virtual parent-time at this point during the more lengthy separations.
- 9.** For purposes of summer parent-time, the parties will exercise extended time pursuant to Utah Code Ann. § 81-9-304(7)(d).
- 10.** Unless otherwise agreed upon in writing, the holiday schedule shall supersede regular parent-time, and the minor child's birthday shall supersede any regular parent-time and/or holiday. Because the minor child's birthday falls on Juneteenth, the parties agree that neither will attempt to exercise that holiday and instead defer to the birthday holiday time on that day. The parties also agree to incorporate the parents' birthdays in their holiday schedule, and each shall have the child for up 8 hours on the day of their birthday.

11. Commencing September 2028, either party may file a Petition to Modify the Decree of Divorce to request a modification of the parent-time schedule, it being understood and agreed that the requirements of a material and substantial change in circumstances not anticipated at the time of the Decree are deemed satisfied. Prior to filing such Petition, the parties shall first participate in good faith mediation in an effort to resolve the issue. If mediation is unsuccessful, either party may proceed with filing the Petition to Modify. Notwithstanding the foregoing, any requested modification shall remain subject to the Court's determination of the best interest of the child.

12. A custody evaluation was previously conducted in this matter, with the evaluator's recommendations extending through the child reaching approximately 4½ years of age. The parties shall accept those recommendations as the current permanent parent-time schedule through age 4½. This acceptance is made without prejudice to either party's right to seek a different parent-time arrangement in the future. The parent-time schedule set forth in the Parties' Stipulation shall not create any presumption or precedent in favor of either party in any future proceeding. The decree and the parent-time schedule set forth herein shall remain in effect unless and until modified by further agreement of the parties or order of the court.

13. Right of First Refusal. Each parent shall have the first option to provide care for the minor child over any other third party if the parent responsible for the minor child is not personally available for four (4) or more hours during his or her custodial time and the other parent is personally available and willing to provide the care and transportation.

14. Transportation. The parties should continue meeting at a midpoint for parent-time

exchanges unless otherwise agreed upon in writing.

15. A party exercising the right of first refusal shall provide transportation both ways.

16. Communication. The parties shall communicate in writing only through the platform Our Family Wizard, which account shall be obtained/maintained by each party at his/her own expense.

17. All communication shall be polite, civil, and pertaining to issues regarding the minor child only. Each party shall be responsible for paying his or her own costs associated with the platform. A phone call or text is appropriate in the event of an emergency or time-sensitive matter.

18. The parties should also use this format for exchanging receipts for reimbursement and for sharing a calendar of appointments and events related to the minor child.

19. Handoff Summary. Before each parent-time exchange, the transferring parent shall provide the receiving parent with a brief written summary via their co-parenting app regarding the minor child's recent sleep, feeding, and any relevant physical or emotional symptoms or concerns.

20. No Disparagement. Both parties shall be restrained from making disparaging, demeaning, or negative remarks about the other party to the minor child or in the minor child's presence. This restraint includes disparaging remarks about family and extended family members. Both parties shall have an affirmative obligation to prevent third parties from doing the same or to remove the minor child from such circumstances.

21. The parties will not put the minor child in the middle of their disputes. The parties will not discuss adult issues, legal proceedings, or financial issues with the minor child or

in the minor child's presence. The minor child will not be used as a messenger between the parents.

22. Supportive Parenting. Each parent shall be supportive and respectful of the other parent in the presence of the minor child. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor child's love and affection for the other parent.

23. Caregiver Information. When a parent leaves the minor child in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided the name and contact information of any caregiver used. Extended family members may provide surrogate care. Approval for a caregiver will not be unreasonably withheld.

24. Safe Accommodations. The parties shall each maintain safe and appropriate sleeping and living accommodations for the minor child and shall have adequate clothing for the minor child at his or her residence.

25. Neither party shall consume any illicit drugs or consume alcoholic beverages to excess while caring for the minor child. Neither party shall consume any alcoholic beverages for a period of not less than twelve (12) hours before driving with the minor child.

26. Travel. If a party intends to travel out-of-state with the minor child, he or she shall provide notice of the intended travel at least 30 days prior to travel or as soon as the travel is known, whichever occurs first.

27. Pursuant to Utah Code Ann. § 81-9-202, when traveling with the child, the

following shall be provided by the traveling parent:

- a. An itinerary of travel dates;
- b. Destinations;
- c. Places where the child or parent can be reached; and
- d. Name and phone number of an available third party who would be knowledgeable of the location of the minor child.

28. Relocation. The requirements of Utah Code Ann. § 81-9-209 with respect to relocation and the required notice are binding upon the parties.

29. Healthcare. Whichever party is able to obtain the best health, dental, and accident insurance at the lowest cost shall provide and maintain such coverage for the benefit of the minor child so long as it is available through his or her employment at a reasonable cost. The other party may elect to obtain additional or secondary coverage at his or her discretion and at their own cost. If both parties are carrying healthcare coverage for the benefit of the minor child, neither party will be entitled to reimbursement for premiums.

30. For purposes of “medical expenses,” medical, dental, orthodontic, and mental health/counseling expenses are included.

31. The Parties shall equally share the reasonable and necessary out-of-pocket uninsured and unreimbursed medical—including vision—and dental expenses incurred for A.B.A., including premiums actually paid by a parent or stepparent, copays, deductibles, coinsurance, and other out-of-pocket amounts.

32. If, at any point in time, A.B.A. is covered by the health insurance plans of both parents, Kelsey’s health insurance plan shall be primary coverage for the child and

Braxton's health insurance plan shall be secondary coverage for A.B.A. If a parent remarries and A.B.A. is not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 A.B.A.

33. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, or to the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of A.B.A., and after initial enrollment on or before January 2 of each calendar year.

34. The parent shall notify the other parent, or the office 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.

35. 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. Reimbursement for medical/dental expenses shall be made within 30 days of a request.

36. The Court may deny a parent incurring medical expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the requirements herein.

37. The Parties shall use good faith in trying to reach a shared decision regarding A.B.A.'s medical care; however, if they are unable to agree, the dispute resolution provisions set forth further below are mandatory.

- 38. *Notice of Insurance Changes.*** The party maintaining insurance shall provide written notice to the other parent of any change in insurance carrier, premium, or benefits within thirty (30) days of any such change, as set forth in Utah Code Ann. § 78B-12-212.
- 39. Notification of Changes.** Any change in healthcare benefits or coverage, including termination, should be made known to the other party immediately.
- 40. Decision-Making.** The parent exercising his or her parent-time may make minor day-to-day decisions regarding the minor child without consulting the other parent.
- 41. Legal Custody.** The parties shall share joint legal custody, and should collaborate and cooperate on making joint decisions regarding substantial or significant issues affecting the minor child, specifically, the child's education, elective medical care, dental care, counseling, and religious upbringing.
- 42. *Medical Decisions.*** The parties shall cooperate on the health and medical welfare of the minor child. In the event of a disagreement, the parties shall first attempt to reach a shared decision. If they cannot do so, the parties agree to defer to the recommendation of the child's pediatrician or treating provider.
- 43. *Routine Medical Appointments.*** To facilitate efficiency in joint legal custody, the parties may divide responsibility for scheduling routine appointments (e.g., one parent schedules routine medical; the other schedules routine dental), with the understanding that both parents remain informed and involved.
- 44. *Access to Records.*** Both parties shall be entitled to have access to all records pertaining to the minor child, including her medical records.

45. Either Party may check A.B.A. out of school during their respective parent-time, or to take A.B.A. to a scheduled medical/dental/health appointment known to both of the Parties.

46. **Education.** If there is a need for an educational plan at school, accelerated program, or other educational needs, the parties shall keep each other informed of all meetings with teachers, counselors, and/or other school professionals in order to give both parents an opportunity to attend.

47. Each parent is responsible for providing contact details to schools, and the parents shall be identified on all school records as “Mother” and “Father” respectively.

48. **Religious Upbringing.** The parties agree to raise the minor child in the LDS faith.

49. The parties further agree that Braxton will perform those ordinances in the faith so long as he wishes to do so and his ecclesiastical leader recommends that he is able to do so.

50. If Braxton is not available to perform those ordinances, the parties will allow the minor child to choose another person without putting any pressure on her to choose a certain person.

51. **Dispute Resolution.** In the event a major issue arises and the parties are unable to agree on a decision for the benefit of the child, the following dispute resolution shall be binding:

- a. A parent aware of an issue shall identify the issue to the other parent in OFW and may propose courses or solutions to address the issue. The other parent

shall respond within 48 hours of receiving the message;

b. Discuss the matter in good faith, giving each other an opportunity to express his or her opinion and reasoning;

c. If good faith discussions do not resolve the dispute, mediate the issue with an agreed-upon mediator before seeking Court intervention.

d. If mediation fails, either party may raise the issue before the Court for determination.

e. If an issue is time-sensitive, the parties shall follow the recommendation of a professional in the field, i.e. the treating provider for medical decisions; a teacher or school counselor for education decisions.

52. Child Support. The minor child is entitled to financial support pursuant to Utah Code Ann. § 81-6-206, and support should be calculated consistent with the joint custody calculation.

53. Braxton's gross monthly income for purposes of calculating child support is \$3,813.00.

54. Kelsey's gross monthly income for purposes of calculating is \$5,119.00.

55. Child support should be \$240.00 paid on a monthly basis. Child support is due on the 1st of each month pursuant to Utah Code 81-7-102.

56. Extracurricular and Miscellaneous Activities. The Parties shall equally share the costs of A.B.A.'s extracurricular activities so long as those activities are agreed upon in writing. If the Parties agree to a particular activity for A.B.A., the Parties will share responsibility in ensuring that she is present for the activity, including but not limited to

lessons, practices, games, etc., depending on expectations and requirements associated with that activity.

57. If the Parties do not agree on an activity, the parent wishing to enroll A.B.A. may do so at that parent's sole expense. If such a case arises, the activity may not interfere with the other parent's parenting time unless agreed upon in writing.

58. Tax Benefits. The parties shall alternate in claiming the minor child for purposes of federal and state tax returns. Kelsey shall claim her in even numbered years, and Braxton shall be entitled to claim her in odd-numbered years so long as he is current on his child support obligation by December 31st of the relevant year.

59. PERSONAL PROPERTY. The parties have previously divided all personal property items and each is entitled to those items currently in his or her possession unless the parties agree otherwise in writing.

60. REAL PROPERTY. There is no real property subject to division in this matter.

61. FINANCIAL ACCOUNTS. Each party is awarded their respective financial accounts without any further claim from the other.

62. DEBTS. There is no marital debt subject to division, and each party shall be responsible for the debts in his or her name and/or incurred by him or her since separation.

63. MISCELLANEOUS. The parties are mutually restrained from stalking, harming, harassing, or threatening the other party. The parties shall not enter the residence of the other party without permission.

64. Both parties shall be restrained from making disparaging remarks to one another

or to the minor child about the other parent. Both parties are restrained from allowing third parties to do what they themselves are prohibited from doing and shall use their best efforts to prevent such violations.

65. The parties shall adhere to Dr. Goldsmith's recommendations and shall complete the High Conflict Co-Parenting class offered through Aspen Mediation within 30 days of signing the Parties' Stipulation.

66. The parties shall obtain a copy of the BIFF Book by Bill Eddy and read it within 60 days of signing the Parties' Stipulation.

67. Name Change. Kelsey shall be entitled to restore her last name to her maiden name if she so chooses.

68. Identity Protection. Neither party shall use the other party's likeness, name, identification, or credit to obtain credit, open any account, or obtain any other service.

69. Cooperation. The parties shall cooperate in effectuating all orders of the Court, including but not limited to transfers of title, transfers of property, and any other items requiring joint effort.

70. Full Disclosure. Each party has warranted to the other that there has been a complete, accurate, and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury and may allow the other party to bring a claim regarding any undisclosed asset.

71. Final Stipulation. The Parties' Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or

written agreements shall have any force or effect. Both parties are aware that they have a right to proceed to trial and waive that right. Both parties are satisfied that their Stipulation is fair and reasonable, and all issues they wish to raise have been incorporated therein.

72. Effective Date. The Parties' Stipulation became effective as of March 31, 2026 when it was signed and filed with the Court.

73. Attorney Fees. Each party is responsible for his/her own attorney's fees incurred in this matter.

****APPROPRIATE COURT SIGNATURE ARE FOUND AT TOP OF PAGE***

PREPARED BY:

/s/ Courtney Cooper

Courtney Cooper

Attorney for Kelsey Ashton

APPROVED AS TO FORM:

/s/

Benjamin Brown

e-signed by Courtney Cooper

w/consent from Benjamin Brown

Attorney for Respondent Braxton Ashton

URCP RULE 7 NOTICE

Pursuant to Utah Rule of Civil Procedure 7(j), objections to the proposed order shall be filed within 7 days after service. The party preparing the order shall file the proposed order upon being served with an objection or upon expiration of the time to object.