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IN THE THIRD DISTRICT COURT, SALT LAKE COUNTY  
STATE OF UTAH

In the matter of the marriage of:  THOMAS MOORE,  Petitioner,  and  AMANDA MOORE,  Respondent.	<b>DECREE OF DIVORCE</b>  Case No. 254906521  Judge Teresa Welch Commissioner Michelle Blomquist
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

**JURISDICTION**

1. Respondent is a resident of Salt Lake County, State of Utah, and has been for at least three (3) months prior to the commencement of this action.

2. The parties were married on May 31, 2008, in Columbus, Ohio, and have since remained husband and wife.

3. The parties separated on October 15, 2024.

### **GROUND FOR DIVORCE**

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.

### **CHILD CUSTODY**

5. The parties have two minor children together: D.J.M. (born January 22, 2009) and E.L.M. (born April 9, 2012).

6. Pursuant to Utah Rule of Civil Procedure 100, parties are unaware of any pending proceedings related to the child support, parent time, or custody of the parties' minor children.

7. Utah is the "home state" for purposes of the Utah Uniform Child Custody Jurisdiction and Enforcement Act in that the children have resided in the State of Utah for at least six months prior to the commencement of this action.

8. The parties completed the divorce education and orientation courses and filed completion certificates.

### **PERSONAL AND REAL PROPERTY**

9. During the marriage, the parties acquired certain items of personal property. The parties' personal property shall remain divided as the parties

have already divided them.

10. The parties shall be awarded the bank accounts in their respective names free and clear of any claim of the other party.

11. The parties' joint bank account shall be awarded to Amanda, free and clear of any claim of Thomas.

12. Any retirement or financial accounts shall be awarded to the party whose name appears on the account free and clear of any interest of the other party. This includes Thomas's military-related retirement benefits and pension, which shall be awarded entirely to him, free of any claim of Amanda.

13. The parties' vehicles shall be divided as follows:

a. Thomas shall be awarded the Jeep Cherokee, subject to any financial liability thereon free and clear of any interest of Amanda.

b. Amanda shall be awarded the Chevy Spark, subject to any financial liability thereon and free and clear of any interest of Thomas.

c. If necessary, any loans on either of the vehicles shall be refinanced within 60 days of entry of the Decree to remove the other party from the loan.

14. The parties own no real property to divide.

15. The parties own no business interests to divide.

#### **ALLOCATION OF MARITAL DEBTS**

16. There is no marital debt to divide. Any debt shall be assigned to the party whose name appears on the debt.

17. Each party shall be ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party from the date of separation.

18. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

19. Both parties shall provide notice to their creditors, following entry of the decree of divorce, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

20. The expenses and debts which are ordered to pay, herein, shall be considered to be "in the nature of family support" for bankruptcy purposes.

### **PHYSICAL AND LEGAL CUSTODY**

21. The parties shall have joint physical custody of the minor children.

22. Regarding educational decisions, Amanda shall be considered the residential parent for purposes of determining where the children attend school.

23. The parties shall be awarded joint legal custody of the minor children.

The parties shall both have access to medical records, school records, court records, and any other information and records concerning their children.

The major decisions concerning their children's general welfare, education, and discretionary medical treatment shall be based on mutual agreement of the parties. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

#### **PARENTING PLAN**

24. Parent time shall be allocated as the parties agree, in the event of a disagreement, the parties shall follow an equal parent time schedule as described in Utah Code Ann. §81-9-305. Specifically, Thomas will receive 183 overnights with the minor children and Amanda will receive 182 overnights with the children.

25. Unless otherwise agreed upon, the receiving parent will provide transportation of the children.

26. Amanda is free to move anywhere within the state of Utah.

27. If either party permanently moves more than 150 miles from the other, the parties shall be bound by U.C.A. §81-9-209.

28. The parties will discuss all parenting concerns by text, email, or mail at any time needed and will not use their children to deliver messages. The parties will use phone contact for emergencies or changes on the date of the

exchange.

29. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact shall be at reasonable hours and for reasonable duration.

30. When the children travel with either parent overnight, all of the following will be provided to the other parent: itinerary for travel dates, list of destinations, places where the children or traveling parent can be reached, and the name and telephone number of an available third person that would be knowledgeable of the children's location. The parent taking the children on trips or vacation will be responsible for all costs associated with the travel.

31. The parties shall take affirmative steps to share school activity information concerning their children with each other on a frequent basis. The parties shall, within reason and where one party may not be aware of these things, notify each other of any school programs, extracurricular activities, and any sporting events their children may be involved in.

32. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently

conflict with the visitation schedule.

33. The parties shall not make disparaging remarks to one another or to their children about one another in the children's presence, either verbally, in writing, or otherwise. Both parties are to refrain from using drugs or drinking to intoxication during parent time. Both parties are mutually restrained from harassing or threatening the other party. To the extent possible, neither party shall permit any third party to do any of the above either.

34. If the parties have any future disagreement pertaining to their children generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed upon third-party or mediator before the parties initiate legal action. However, either of the parties may seek emergency relief from the Court in the future shall an emergency arise which would make formal negotiation impractical.

35. Each party shall be ordered to mutually assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon extracurricular activities that the minor children might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and shall be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

36. The parties shall abide by U.C.A. §81-6-208 and shall be ordered to

secure and maintain health insurance for the children. The premium expenses for the children shall be calculated by dividing the premium amount by the number of all individuals covered under the policy and multiplying the result by the number of children in the instant case.

37. The parties shall share equally all reasonably necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents. The party who incurs medical or dental expenses may provide written verification of the cost and payment of medical and dental expense to the other parent within 30 days of payment. The other party will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one half of all reasonably necessary medical and dental expenses for the minor children as indicated.

38. If, at any point in time, the children is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Thomas shall be primary coverage for the dependent children and health, hospital, or dental insurance plan of Amanda shall be the secondary coverage for the dependent children. If either parent remarries and his or her dependent children are not covered by that parent's



health, hospital, or dental insurance plan but are covered by a stepparent's health, hospital, or dental insurance, the plan of the stepparent is to be treated as if it is the plan of the remarried parent and retains the same designation as the primary or secondary plan of the dependent children.

39. The parties shall adopt U.C.A. §81-6-209, and each parent shall share reasonable work-related childcare expenses for the minor children.

40. Amanda will claim both ELM and DJM for the 2025 tax year.

41. Beginning with the 2026 tax year, Thomas will claim ELM for tax purposes in all eligible years. Amanda will claim DJM for taxes in all eligible years until ELM is no longer eligible. When ELM is no longer eligible, Thomas will claim DJM in even-numbered tax years, and Amanda will claim them in odd-numbered tax years.

### **CHILD SUPPORT**

42. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq.

43. Thomas is employed and earns \$7,900.00 per month for child support purposes.

44. Amanda is employed and earns \$2,400.00 per month for child support purposes.

45. Based on the forgoing incomes, and a joint physical custody worksheet where Thomas receives 183 overnights and Amanda receives 182

overnights, the base child support award to Amanda is \$442.00. Thomas shall pay Amanda an upward deviation of \$758 per month totaling \$1,200.00 per month in child support, effective upon entry of the Decree of Divorce.

46. When D.J.M. turns 18 or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later, Thomas shall pay a total of \$800 per month in child support to Amanda for E.L.M.

47. Unless the Court orders otherwise, support for a child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

48. The child support is payable one-half on the 5<sup>th</sup> day of each month, and the other half on the 20<sup>th</sup> of each month.

**MISCELLANEOUS PROVISIONS** 49. Each party shall be responsible for his or her own attorney fees.

50. The parties shall maintain and pay for their own separate vehicle, dental, vision, and health insurance policies as of the date of the Decree of Divorce.

51. If either party must pursue legal action to receive timely and complete payment or reimbursement from the other party as required in the decree,

the party pursuing legal action shall be entitled to an award of attorney's fees and the delinquent payments or reimbursements shall be due with interest.

52. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

**Approved as to form:**

**/s/ Amanda Moore**

Amanda Moore

Respondent

Signed with permission via April 30, 2026 email

**THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S  
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

**NOTICE TO PARTIES:**

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

**CERTIFICATE OF SERVICE**

I certify that on April 29, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Amanda Moore  
mrsmoore21@gmail.com  
*Respondent*

**/s/ Orion T. Foxx**  
Orion T. Foxx  
*Attorney for Petitioner*