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THIRD JUDICIAL DISTRICT COURT – SALT LAKE
SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Marriage of:	DECREE OF DIVORCE
CASSIE BROOKE ERSPAMER, Petitioner,	
and	Case No.: 254901193 Commissioner: MINAS Judge: PETTIT
BRITTNIE TAISHA ADELA ERSPAMER, Respondent.	

This matter came before the court following the parties' Stipulation and Settlement Agreement which resolves all remaining issues in the case. Petitioner Cassie Brooke Erspamer ("Cassie") is represented by T. Christopher Wharton. Respondent Brittanie Taisha Adela Erspamer ("Brittanie") was self-represented. The Court, having entered its Findings of Fact and Conclusions of Law, now ORDERS, ADJUDGES AND DECREES as follows:

- 1. Dissolution of Marriage.** The marriage contract that existed by and between Cassie and Brittanie is hereby dissolved, and the parties are awarded a Decree of Divorce as set forth below.
- 2. Children.** The parties share one (1) minor child: C.B.E., born April 20, 2016, in the State of Utah.

3. **Custody & Support Jurisdiction.** This Court has jurisdiction over the custody and support issues in this case. There are no other claims of parentage or custody of the minor child.

4. **Legal Custody.** It is in the best interests of the parties' minor child that the parties are awarded joint legal custody. Each party shall make day-to-day decisions when the child is in their care. Either party may make emergency medical decisions as long as the other parent is informed as soon as possible. Major decisions affecting the child – including (but not limited to), such as where the child will attend school, selection of health care providers, major health needs, whether the child needs counseling, psychologists, or special education services, religious affiliation, driver's licenses, automobile ownership, and permanent changes in physical appearance – shall be discussed in advance between the parties and the parties will first make a good faith effort to reach an agreement. If the parties cannot reach a resolution, the parties shall follow the decision-making process set forth below:

a. Step 1: Each party shall notify the other of their position and the reasons supporting their position in writing. The parties shall then attempt to discuss the matter again.

b. Step 2: If the parties are still unable to reach an agreement, they shall consult a third-party with knowledge of the child's situation (such as a teacher, pediatrician, therapist, etc.) and give significant weight wight to their recommendation.

c. Step 3: If the parties are still unable to reach an agreement after following Steps 1 and 2, Brittnie may make a presumptive final decision, subject to Cassie's right to take the matter to mediation. Both parties shall attend mediation in good faith and shall split the cost of mediation between them.

d. Step 4: If the parties cannot reach a resolution through mediation, Cassie may bring the matter to court for final determination.

5. **Physical Custody & Parent-time.** It is in the best interests of the minor child that the parties share joint physical custody of the child.

a. Regular Parent-time: Unless otherwise agreed upon by the parties in writing, regular parent-time should be as set forth below.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Brittnie	Brittnie	Cassie	Brittnie	Brittnie	Brittnie	Brittnie
Brittnie	Brittnie	Cassie	Brittnie	Cassie	Cassie	Cassie (returns the child to Brittnie by 7pm)

b. Holiday Parent-time: Unless otherwise agreed upon by the parties, holiday parent-time shall be as set forth below with Cassie with being designated as the noncustodial parent for purposes of the schedule.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
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 minor 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 Dr. Martin Luther King Jr. Day.	Odd years	Even years
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 minor child;	Even years	Odd years

	(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.		
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 minor 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. (2) Holiday ends on Mother's Day at 7 p.m.	Brittnie	Brittnie
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.	Cassie	Cassie
Juneteenth National Freedom Day	(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. on the day following Juneteenth National Freedom Day.	Even years	Odd years
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.	Even years	Odd years

	(2) Holiday ends on July 25th at 6 p.m.		
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 minor 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
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed 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	(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 the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school	Odd years	Even years

	dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

c. Summer Parent-time: The parties shall be entitled to summer parent-time as set forth in Utah Code § 81-9-302.

6. **Virtual Parent-Time.** Either parent shall have telephone and/or internet access to the child at all times of day and for a reasonable duration whenever the child is not in her care. Virtual parent-time shall be for the child and the parent not having custody to communicate with each other, not for the parties to communicate co-parenting issues or to have the child deliver messages on the parents' behalf.

7. **Parenting Plan.** The parties are ordered to adhere to the following Parenting Plan:

a. The parents shall communicate with each other primarily by text or e-mail when necessary to discuss an issue regarding the minor children. Phone calls shall be reserved for day of parent-time disputes or emergencies.

b. Both parents shall respond to emails/texts within twenty-four (24) hours.

c. If either parent feels a conversation is unproductive, or escalating, that party shall have the right to end the conversation.

d. Both parents shall be entitled to the child's medical, education, counseling, and

other records.

e. Unless otherwise agreed upon by the parties in writing, the child shall remain at his current school and the middle and high school that his current school feeds into.

f. The parents shall each have the responsibility to obtain information directly from schools, medical providers, or other activity or event providers. However, if one parent's contact information is the only source of contact for the provider or a parent has reason to know the other parent has not obtained certain information, that parent shall make a good faith effort to keep the other parent informed. This includes information concerning report cards, progress reports, school photos, school programs, parent-related activities, school calendars and schedules, as well as any details concerning extracurricular, religious, or community activities.

g. Both parents shall be allowed to attend any event featuring a child, even if he or she is not exercising parenting time with the child at the time of the event.

h. Parents shall immediately notify the other parent if a child has any significant health or medical issues. This includes information on check-ups, doctor's notes and reports, test results, etc.

i. Each parent shall provide immediate notice to the other party if a child has a disciplinary or significant social issue at school.

j. Each parent shall immediately advise the other parent of any change of his or her address, e-mail address, telephone number, or other information pertinent to communication.

k. The parents shall at all times and in all communications remain civil with each

other and not harass, threaten, demean or belittle each other.

l. Each parent shall hold the other parent in high esteem whenever the child is in his or her presence. The parents shall refrain from making derogatory or disparaging comments about or to the other parent when within the hearing of the child. The parents shall never act or speak in a way that might diminish the love and affection of the child toward the other parent, regardless of the truthfulness of the allegation.

m. The parents shall leave the past in the past to the fullest extent possible and show respect for the positive changes each party is making in their lives, on behalf of the child. The parties shall continue working together as cooperative parents and utilizing each other as a resource for the successful coparenting of the child.

n. The parents shall not allow or encourage third parties to do those things which they themselves are prohibited from doing.

o. The parents shall not use the child to relay messages to the other party.

p. The parents shall not ask or instruct the child to keep secrets from the other party.

q. The parents shall not question the child about the other parent's activities, personal relationships, or finances.

r. The parents shall not discuss separation-related issues, child support, or other litigation issues in front of the child.

s. The parents shall provide appropriate overnight accommodations for the child including separate beds in his or her respective home.

t. Both parents shall be restrained from exposing the child to any excessive alcohol consumption, drug abuse of any kind, or inappropriate sexual activity or content.

- u. Both parents shall make best efforts to maintain consistent bedtime and wake-up hours to avoid unnecessary disruption of the child's sleep schedule.
 - v. The parents, rather than other relatives or significant others, shall take primary responsibility for setting expectations, establishing ground rules, and disciplining the child in her home.
 - w. Neither party shall disparage a party's significant other for any reason, including but not limited to race, religion, sexual orientation, or gender.
- 8. Transportation.** Both parties shall be equally responsible for travel costs associated with the minor child for parent-time with the parent receiving the parent-time being the party responsible for pick up, unless otherwise agreed upon by both parents in advance. Parent-time exchanges shall occur at the child's school whenever possible. Either party may designate a responsible third party to assist with transportation as long as the driver has a valid license and insurance.
- 9. Traveling with the Child.** Whenever a minor child travels with either parent, the following shall be provided to the other parent: detailed itinerary given at least two (2) weeks before or thirty (30) days for international travel, destinations, transportation carriers, accommodation addresses and contact information, name and telephone number of a third person knowledgeable of the children's location, name and telephone of an agreed upon caregiver for any time the parent is not the caregiver, and a communication schedule if circumstances are appropriate.
- 10. Relocation.** Neither party shall relocate more than thirty (30) miles from the other party's current location. If a parent wishes to relocate more thirty (30) miles from the other party's

current location, the parties shall be bound by the 60-day notice requirements of Utah Code Ann. § 81-9-209 and shall first attend mediation to discuss the intended relocation.

11. Child Support. Cassie's current monthly income is \$6,321.00. Brittanie's current income is \$4,583.00. Based on the attached child support worksheet, Cassie shall pay Brittanie \$588.00 per month in child support. All child support shall be paid according to Utah Child Support Act and shall be subject to the following:

a. The monthly child support shall be paid one-half ($\frac{1}{2}$) on or before the fifth (5th) day of each month, and the other one-half ($\frac{1}{2}$) on or before the twentieth (20th) day of each month, unless the receiving parent uses the Office of Recovery Services to collect support.

b. The party entitled to receive child support shall be entitled to mandatory income withholding relief and any federal and state tax refunds or rebates by 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.

c. Unless the Court orders otherwise, support for the child terminates when: (i) a child becomes eighteen (18) years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later; or (ii) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 78A-6-801 et seq.

d. Each of the parties shall notify the other within ten (10) days of any change in monthly income. Under Utah Code Ann. § 78B-12-210(8), the parties have a right to adjust this child support order by motion after three (3) years from the date of its entry if:

(i) upon review 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, calculated using the appropriate child support worksheet; (ii) the difference is not of a temporary nature; and (iii) the amount previously ordered does not deviate from the child support guidelines. Under Utah Code Ann. § 26B-9-211, if the child receives TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

e. The parties may agree to mutually waive the requirements to modify child support by filing a petition and obtaining an order from the court pursuant to Utah Code Ann. § 78B-12-210(7) and (9), if the parties agree there has been a material change in circumstances. The parties recognize that modifying child support by agreement without a court order may not be recognized by the Office of Recovery Services if enforcement of child support is sought by either party.

f. Pursuant to Utah Code Ann. § 78B-12-210(7) and (9), if the parties do not agree to modify child support child as set forth above, either party shall have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of thirty percent (30%) or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a fifteen percent (15%) or more difference

between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive child other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

12. First Right of Refusal. Each party shall have the first right of refusal to provide childcare for the child if the parent having custody/parent-time is unavailable to provide direct care overnight. The parent exercising first right of refusal shall be responsible for all transportation.

13. Childcare. In accordance with Utah Code Ann. § 81-6-209, either parent shall pay to the other parent an amount equal to one-half ($\frac{1}{2}$) of all reasonable childcare expenses incurred by the other parent on behalf of the on behalf of the parties' minor child, but only for those childcare expenses necessitated by the employment or occupational training of the parent seeking reimbursement.

14. Child's Healthcare Expenses. The parties shall divide equally all medical, dental, orthodontic, vision, psychological, or other healthcare expenses incurred on behalf of the minor child. Healthcare expenses include insurance premiums as well as out-of-pocket costs. Cassie shall be designated as the children's primary insurer. Written proof of any such expenses and any changes in the healthcare provider shall be provided to the other parent within thirty (30) calendar days, pursuant to Utah Code Ann. § 81-6-208. Reimbursement by the other party shall be made within thirty (30) days of receiving the verification of incurred expenses.

15. Child's Extracurricular Activities. The parties shall not commit the child to an activity

or social engagement during the other parent's parenting time without obtaining the other parent's consent, in advance. Both shall be allowed to obtain information directly from the school or activity provider, but if one parent's contact information is the primary and only source of contact for the provider, that parent shall make a good-faith effort to keep the other parent well informed of all the details. Both parties shall be responsible for one-half (½) of any out-of-pocket amount incurred for any extracurricular activities in which both parties agree the minor children may be involved. The party incurring the extracurricular activity out-of-pocket costs shall 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 will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses.

16. Taxes. Each parties shall be separately responsible for filing any past-due individual or personal business tax returns for 2022-2025 tax years. The parties shall evenly share the right to claim the child as a dependent for tax purposes. Cassie shall claim the minor child as a dependent in odd-numbered tax years for the missing taxes and Brittne shall claim the child in even-numbered tax years.

17. Business Interests. Brittne has a business called "BJ's Custom Ink." This business is in Brittne's name only and shall be awarded as her sole and exclusive property. Brittne shall be responsible for any taxes, fees, and debts associated with this business and shall indemnify and hold Cassie harmless therefrom.

18. Real Property. The parties have already sold the marital home and have divided the proceeds to their mutual satisfaction.

19. Personal Property. During the course of the marriage, Cassie and Brittne have acquired

certain items of personal property. Personal property items shall be awarded as follows:

a. Cassie shall receive:

1. All personal property items which Cassie acquired prior to the marriage;
2. All personal property items gifted solely to Cassie during the marriage;
3. All of Cassie's clothes, personal items, and effects.

b. Brittanie shall receive:

1. All personal property items which Brittanie acquired prior to the marriage;
2. All personal property items gifted solely to Brittanie during the marriage;
3. All of Brittanie's clothes, personal items, and effect (include any items remaining in Cassie's storage unit).

c. All other personal property not identified above shall be divided equitably between the parties as they may agree.

20. Vehicles. During the course of the marriage, Cassie and Brittanie acquired certain motor vehicles, which shall be divided as follows:

a. 2023 Ford Mustang. This vehicle is currently in Cassie's name only. Cassie shall be awarded this vehicle and all debts, obligations, and responsibilities associated therein.

b. 2014 Mitsubishi Outlander & 2020 Nissan Kicks. These vehicles are currently in Brittanie's name only. Brittanie shall be awarded these vehicles and all debts, obligations,

and responsibilities associated therewith.

21. Bank Accounts. There are no joint bank accounts held by the parties. Each party shall be awarded the bank accounts in their sole names.

22. Retirement & Long-Term Savings Plans. During the course of the marriage, Cassie acquired certain retirement assets. Brittne shall be awarded half (½) of all retirement funds and interest acquired between December 23, 2013, and December 15, 2024. Cassie shall initiate the process to obtain a Qualified Domestic Relations Order (QDRO) within thirty (30) days of the entry of this Decree of Divorce. The parties shall share the cost of preparing the QDRO evenly.

23. Debts. There are no joint debts remaining between the parties. Each party shall be solely responsible for any debts in their name and shall indemnify and hold the other harmless from any liability therefore. The parties shall notify respective creditors or obliges regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

24. Alimony. Neither party is awarded alimony from the other, now or in the future.

25. Attorney Fees. Each party shall be responsible for their own attorney fees in acquired as part of this divorce action.

26. Mutual Restraint. Both Cassie and Brittne shall be mutually restrained from any harassment, annoying, stalking, or publicly disparaging the other party. Each party shall be restrained from allowing third parties to engage in conduct the parties themselves are restrained from engaging in. In the event a third party engages in such conduct, the parties shall be under a mutual obligation to immediately remove the children from the presence of such third party.

27. Brittne's Name. Brittne shall be restored to the use of her maiden name, if desired.

28. Default. In the event that a party defaults in their obligations hereunder, the party in

default shall be liable to the other party for all reasonable expenses, including reasonable attorney's fees, incurred in the enforcement of the obligations created by a final order in this matter.

29. Implementation. Cassie and Brittne are ordered to sign and fully execute any documents necessary for the implementation of the Divorce Decree. Should a party fail to execute a document within sixty (60) days of the entry of the Divorce Decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and ask the Court to 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.

30. Modification. Prior to filing any petition to modify any provision of the final Decree of Divorce, the parties shall attempt to resolve the issue through mediation.

DATED AND SIGNED ABOVE BY THE COURT

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Decree of Divorce was sent to Respondent on the date indicated below. Notice of objections must be submitted to the Court and counsel within seven (7) days after service. Should no objections be submitted to the Court and counsel within seven (7) days after service, this document should be presented to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of April 2026, I caused a true and complete copy of the foregoing Findings of Fact and Conclusions of Law to be sent to the follow:

Brittne Erspamer

Respondent
brittnieerspamer@gmail.com