

**FILED DISTRICT COURT**  
Third Judicial District

MAY 19 2026

Salt Lake County

By: \_\_\_\_\_ Deputy Clerk

Tiffany Sutphen

Name

6760 S 2795 W

Address

West Jordan, Utah 84084

City, State, Zip

503-348-1555

Phone

tiff1121@yahoo.com

Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 8080 S REDWOOD ROAD SUITE 1701, WEST JORDAN, UT 84088

In the Matter of (select one)

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

Tiffany Sutphen

(name of Petitioner)

and

Anthony Sutphen

(name of Respondent)

Other parties (if any)

**Divorce Decree**

264901835

Case Number

Dianna Gibson

Judge

Russel Minas

Commissioner (domestic cases)

The court decrees:

**Divorce**

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

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

**2. Tiffany Sutphen and Anthony Sutphen 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: Lillee Nickole Sutphen**

**Date of Birth: Jun 5, 2016**

**b.**

**Child Name: Coltin Shane Sutphen**

**Date of Birth: Oct 15, 2019**

**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: Lillee Nickole Sutphen**

**Date of Birth: Jun 5, 2016**

**i.**

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

**Move-in Date: Apr 17, 2020**

**Address: 6760 S 2795 W, West Jordan, Utah 84084 United States**

**(1).**

**Caretaker at this address: Tiffany Sutphen**

**Caretaker current address: 6760 S 2795 W, West Jordan, Utah 84084**

**United States**

**(2).**

**Caretaker at this address: Anthony Sutphen**

**Caretaker current address: 2801 S 900 E, Salt Lake City, Utah 84106**

**United States**

**ii.**

**Move-out Date: Apr 17, 2020**

**Move-in Date: Jun 5, 2016**

**Address: 5872 S Sagewood Dr, Murray, UT 84107 United States**

**(1).**

Caretaker at this address: **Tiffany Sutphen**  
Caretaker current address: **6760 S 2795 W, West Jordan, Utah 84084**  
**United States**

(2).

Caretaker at this address: **Anthony Sutphen**  
Caretaker current address: **2801 S 900 E, Salt Lake City, Utah 84106**  
**United States**

b.

Child Name: **Coltin Shane Sutphen**  
Date of Birth: **Oct 15, 2019**

i.

Move-out Date: **This is the child's current address**  
Move-in Date: **Apr 17, 2020**  
Address: **6760 S 2795 W, West Jordan, Utah 84084 United States**

(1).

Caretaker at this address: **Tiffany Sutphen**  
Caretaker current address: **6760 S 2795 W, West Jordan, Utah 84084**  
**United States**

(2).

Caretaker at this address: **Anthony Sutphen**  
Caretaker current address: **2801 S 900 E, Salt Lake City, Utah 84106**  
**United States**

ii.

Move-out Date: **Apr 17, 2020**  
Move-in Date: **Oct 15, 2019**  
Address: **5872 S Sagewood Dr, Murray, UT 84107 United States**

(1).

Caretaker at this address: **Tiffany Sutphen**  
Caretaker current address: **6760 S 2795 W, West Jordan, Utah 84084**  
**United States**

(2).

Caretaker at this address: **Anthony Sutphen**  
Caretaker current address: **2801 S 900 E, Salt Lake City, Utah 84106**  
**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 **Tiffany Sutphen** and **Anthony Sutphen**'s minor children in any court or government agency. This includes filed, pending, and completed cases.
6. **Tiffany Sutphen** and **Anthony Sutphen** 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 **Tiffany Sutphen** and **Anthony Sutphen**.

### **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 **Tiffany Sutphen** be awarded Sole Physical custody. **Anthony Sutphen** should have parent-time at reasonable times and places. **Tiffany Sutphen** is filing this Parenting Plan and verifies the plan is filed in good faith.

### **Parent-time**

8. The parents will follow a custom parent-time schedule:

The parents will follow a custom parent-time schedule.

a. We plan to follow a schedule similar to the minimum plan with some modifications. Due to **Anthony's** work starting at 5 am, and his living situation at time of filing not situated for overnights regularly; overnights or having children until 8:30 pm currently is not a reasonable expectation. However, because **Anthony** gets off work around 2 pm each day, he can pick children up after school several days a week. **Anthony** will typically pick up children from school Monday, Tuesday & Thursday, and then will have children either Monday/Thurs or Tues/Thursday until 7:45 PM. The other day of the week if he picks them up from school he will drop them off with **Tiffany** by 4 PM. On non-school days, for scheduled time **Anthony** will pick the children up from **Tiffany's** home around 3 PM and have them dropped back off by 7:45 PM 2 evenings a week. In place of overnights at this time, **Anthony** will have the children a minimum of 8 hours on the weekend typically 8am-4pm on

**Saturdays. This continues a consistent schedule to the arrangement that has been followed since the physical marriage separation that began in January 2023. Both parties agree to be flexible and accommodate changes to this schedule as needed to the best of their abilities if it is in the best interest of the children. When Anthony has a living situation where there is adequate and safe space for 2 children to be regularly overnight, then we will split weekends where on Friday Anthony will pick up children from school (or Tiffany's home if a non-school day) after he is off of work, and Tiffany will pick up children on Saturday afternoon at 4 pm. We would split one night per weekend instead of every other weekend as a base agreement to accommodate children's church and older sibling's schedule. We agree to make reasonable accommodations with adequate notice to allow full weekends with either parent when there are events or situations that would benefit the children or if either parent will be out of town or otherwise busy for a weekend than the other parent will have first rights to have the children that weekend. In the event that a work schedule change occurs that allows Anthony to take children to school in the weekday mornings, then midweek overnights will be on Tuesday nights. We agree to be reasonable and switch this overnight day if needed with adequate notice and in order to accommodate work or other schedules if they change.**

#### **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).

<b>Holiday</b>	<b>Period</b>	<b>Anthony Sutphen</b>	<b>Tiffany Sutphen</b>
no change to prior schedule in filing	no change to current schedule in filing		

#### **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 a specific plan for where the children will attend school: **Currently the children attend in Murray School District with an out of bounds approval. If that changes, the children will attend school based on Tiffany's residence unless parents come to another agreement..**

14. Tiffany Sutphen and Anthony Sutphen has authority to check the children out of school. Tiffany Sutphen and Anthony Sutphen has access to the children during school. If the parents cannot agree, education decisions will be made by Tiffany Sutphen.

### **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

18. Other terms about communication with the children: **Currently both children have Gizmo watches that they can communicate with both parents with via phone calls. We agree to maintain those watches (or similar watches) until each child is deemed responsible and old enough for a child safe phone, and at that time we will likely change to that method (likely around age 12 for each child). Parents can communicate via those devices outside of school time with the children, and if needed either parent is open to the child using the parent's phone to call the other parent as well.**

## Records and information sharing

19. 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

20. 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.

21. If the children will be travelling for more than 2 days, the parent arranging the travel will notify the other parent at least 30 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **In the case of extenuating circumstances such as family funerals, health emergencies or similar situations the notification of 30 days' notice and 7 days' notice of travel schedule will be waived with reasonable expectations that both parties will communicate with the other to agree upon the best interest of the children in those circumstances.**

## Child care

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

24. Other terms about child care: **Currently, Tiffany is able to work from home as a home childcare provider herself and provide care during school/weekday hours as needed for their children, including days Anthony is scheduled for parent time but has to work (like summer break when he works during the week). If her work circumstances change, and she is no longer able to work from home with children present, we will look for trusted family or friends to assist with children's care as needed. If necessary, we will find a childcare facility that is state registered and agreed upon.**

## Relocation of a parent

25. Neither parent may relocate with the minor children more than 40 miles from their current residence without a written agreement signed by the parties or further court order.

26. 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 paid by the parties as follows: **Anthony and Tiffany agree to discuss and agree upon terms of travel expenses and visitation if relocation is planned in a signed agreement by both parties. If they are unable to agree to terms themselves they will follow UT Code 81-9-209 and follow the court's guidelines for relocation process.**

27. 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.

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

### **Resolving disputes**

29. 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**

30. Other agreements about resolving disputes:

**b. At the time of filing, and prior to the physical separation in January 2023, Tiffany has been the primary decision maker in regard to the children's education, health, religion and extracurricular activities. Recently Anthony has attended a parent teacher conference, and some extracurricular activities, but has been minimally involved in medical or other areas of children's lives. This is despite the fact Anthony has all information available to him for appointments, school events and more via a shared google calendar Tiffany updates regularly, regular communication from Tiffany and emails from the school. This can be verified by the children's health providers, school, and church as Tiffany is the sole person regularly attending appointments, conferences, church and more with them since each was born. Due to this, Tiffany will have the tie breaking vote if they cannot come to a reasonable agreement in these areas.**

### **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 (Tiffany Sutphen) (Utah Code 81-6-203)**

**31. Tiffany Sutphen's gross monthly income for child support purposes is \$4187. Tiffany Sutphen base child support amount using the sole custody calculation is \$699. Tiffany Sutphen receives the following gross monthly income:**

**Income: Respondent (Anthony Sutphen) (Utah Code 81-6-203)**

**32. Anthony Sutphen's gross monthly income for child support purposes is \$6355. Anthony Sutphen receives the following gross monthly income:**

**33. The adjusted gross monthly income for Anthony Sutphen is \$6355.**



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

34. It is in the best interest of the children that **Anthony Sutphen** be ordered to pay child support to **Tiffany Sutphen** as follows:

a. **\$1,048.00** per month base support. This amount complies with the Utah Child Support Act.

35. 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.

36. The sole custody worksheet was used to calculate child support.

**Tiffany Sutphen's** base child support amount is **\$699** per month.

**Anthony Sutphen's** base child support amount is **\$1048** 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**

37. 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.

38. 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.

39. **Tiffany Sutphen** will give **Anthony Sutphen** the information needed to set up direct deposit through **Anthony Sutphen's** employer. Once **Anthony Sutphen** has the information, **Anthony Sutphen** will have **Anthony Sutphen's** employer set up direct deposit to an account of **Tiffany Sutphen's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

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

41. **Anthony Sutphen** will pay any ORS fees. If **Tiffany Sutphen** is the ORS applicant

and the fees are withheld from payments to **Tiffany Sutphen**, **Anthony Sutphen** will reimburse **Tiffany Sutphen**.

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

43. 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).

44. 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))

45. The parties will do the following for child related support or expenses:

a. Both parents will maintain life insurance at the current level they have. Anthony currently has \$250K in his work offered life insurance, Tiffany currently has a \$100K portability plan. Both will maintain and have children listed as beneficiaries with the other parent the overseer for the children prior to each child reaching age 18. Both agree to continue those coverage amounts or higher until their youngest child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or the child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801). If Anthony's employment changes he will either keep the current policy via portability or will get the same amount or more with no lapse. If Tiffany gets a new employer option with Life insurance, she will ensure to keep that amount minimum coverage or continue this current plan she has.

b. Parents agree to split school fees and related expenses as well as reasonable

extracurricular activities expenses equally. Parents when they agree to any extracurricular activities, both participate in taking the child(ren) as applicable based on parent time schedule. If an extracurricular activity is not agreed upon, if it does not affect the other parent's parent time, the parent choosing the activity will have all costs/transportation responsibilities.

46. 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**

47. As long as **Tiffany Sutphen** is current on all child support and other court-ordered financial obligations, **Tiffany Sutphen** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Coltin Sutphen**

48. As long as **Anthony Sutphen** is current on all child support and other court-ordered financial obligations, **Anthony Sutphen** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Lillee Sutphen**

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

49. 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),

50. Parents 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. Responsibility for child medical and dental expenses will be as follows:

b. 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:

- **Tiffany Sutphen's** insurance will be primary coverage.
- **Anthony Sutphen's** insurance will be secondary coverage.

c. 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:

- **Tiffany Sutphen's** spouse's insurance will be primary coverage.
- **Anthony Sutphen's** spouse's insurance will be secondary coverage.

- d. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- e. 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.
- f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- g. 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.
- h. 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.
- i. 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)**

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

Currently Tiffany works from home running a home childcare business. This allows the parents to avoid needing regular childcare. As long as that continues, there is no expense other than an occasional babysitter. If circumstances change and childcare is necessary to allow for work schedules for both parents, they will split it evenly. In the case of babysitters, each parent will pay for their own as applicable. They also agree to have first right of refusal, for the other parent to provide childcare outside of work hours if the other parent needs a babysitter on their parent time. The first right of refusal also is contingent on Anthony having a suitable living situation in the case of Tiffany needing childcare overnight or later evening hours to avoid disrupting the children's sleep schedules.

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

52. 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)**

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

#### **Vehicles**

54. Vehicles will be divided as follows:

a.

Year: 2005

Make: Chevy

**Model: Tahoe**  
**VIN: N/A**  
**Owner (before divorce): Anthony & Tiffany Sutphen**  
**Current value: \$2,000.00**  
**Amounts Estimated: yes**  
**Basis of Estimation: guesstimate of blue book**  
**Ownership After Divorce: Anthony Sutphen**  
**Loan: N/A**

**b.**

**Year: 2006**  
**Make: Honda**  
**Model: Odyssey**  
**VIN: N/A**  
**Owner (before divorce): Tiffany Carbonari Sutphen**  
**Current value: \$3,500.00**  
**Amounts Estimated: yes**  
**Basis of Estimation: estimate from blue book**  
**Ownership After Divorce: Tiffany Sutphen**  
**Loan: N/A**

**c.**

**Year: 2002**  
**Make: Chevy**  
**Model: Silverado**  
**VIN: N/A**  
**Owner (before divorce): Anthony Sutphen**  
**Current value: \$1,000.00**  
**Amounts Estimated: yes**  
**Basis of Estimation: blue book**  
**Ownership After Divorce: Anthony Sutphen**  
**Loan: N/A**

**Bank and credit union accounts**

**55. Bank and credit union accounts will be divided as follows:**

**a.**

**Account Number: 7829**  
**Account Type: checking/savings combo**  
**Institution Name: Onpoint**  
**Address: Portland, Oregon**

**Date Opened: N/A**

**Balance (US Dollars): \$2,250.00**

**Estimated: yes**

**Estimation basis: recent balance**

**Owner: Tiffany Sutphen and Anthony Sutphen**

**Co-Owner(s): N/A**

**Divide as follows: 2000 to Anthony, balance to Tiffany. Tiffany will remove Anthony's name from this account after transferring his portion to a bank account of his choosing.**

**b.**

**Account Number: 0156**

**Account Type: savings**

**Institution Name: AMEX**

**Address: online**

**Date Opened: N/A**

**Balance (US Dollars): \$3,000.00**

**Estimated: yes**

**Estimation basis: recent balance**

**Owner: Tiffany Sutphen**

**Co-Owner(s): N/A**

**Divide as follows: Tiffany Sutphen should be awarded the entire balance of \$3,000.00 from this money.**

**56. Tiffany Sutphen will receive the following property:**

- a. Drill and hand tools in house**
- b. Lawn Mower**
- c. Snow Blower**
- d. Gardening tools**
- e. dining set/hutch/buffet table**
- f. blue recliner**
- g. blue couch/hideabed**
- h. beds/dressers in bedrooms**
- i. 2 freezers-stand ups**
- j. mini fridge daycare**
- k. washer-dryer and kitchen appliances**
- l. Kitchen cooking supplies/dishes/pans**
- m. workout bench and equipment and dumbbells**
- n. 9mm registered to Tiffany**
- o. women's jewelry**
- p. TV from living room**

**q. small gun safe**

**57. Anthony Sutphen will receive the following property:**

- a. Power tools, toolboxes, tools in garage, saws, tables**
- b. Boat (His and his dad's)**
- c. 2 ATVs, dirt bike, minibike,**
- d. Trailers (pop up, camping, 2 flat trailers)**
- e. leather recliner in garage**
- f. red couch**
- g. red chair**
- h. red recliner**
- i. freezer-chest**
- j. mini fridge garage**
- k. hunting rifles and handguns that are Anthony's**
- l. Silverware set from before marriage**
- m. men's wedding band**
- n. large gun cabinet**
- o. microwave garage**
- p. space heaters and fans in garage**
- q. TV from Downstairs**

**58. This other property will be divided as follows:**

**All pets will remain with Tiffany and the children, all daycare equipment/toys/etc stays with Tiffany. All Anthony's tools/building materials are his. Kids toys, books and clothes will primarily stay with Tiffany, but a reasonable amount of both toys/books/clothes will be sent to stay with Anthony so kids have adequate items while with him.**

## **Debts**

**59. 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: 0454**

**Institution Name: Costco Anywhere Visa Card by City**

**Address: PO BOX 790046 ST Louis MO 63179-0046**

**Amount owed on debt (in US Dollars): \$1,500.00**

**Minimum Monthly Payment (in US Dollars): \$200.00**

**Owner: Anthony Sutphen**

**Estimation Basis: recent statements**

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

**b.**

**Account Number: 5267**

**Institution Name: Discover**

**Address: PO Box 45909 San Francisco CA 94145-0909**

**Amount owed on debt (in US Dollars): \$1,960.00**

**Minimum Monthly Payment (in US Dollars): \$52.00**

**Owner: Tiffany Sutphen**

**Estimation Basis: recent statement**

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

## **Real property**

**60. The parties acquired the following real property during the marriage:**

**a.**

**Description: House**

**Address: 6760 S 2795 W, West Jordan, Salt Lake, Utah 84084 United States**

**Tax ID: 2121328011**

**Legal Description: Lot 19, GAI-LAND ESTATES NO. 2**

**Date property acquired: Apr 17, 2020**

**Names on title: Anthony Sutphen and Tiffany Sutphen**

**Original cost: \$385,000**

**Current value: \$540,000.00**

**Property values estimated: yes**

**Estimation basis for property value: estimate value of equity per online resources and current condition of home**

**Disposal: The equity of the home will be split between parties, based on the equity at time of the sale or refinance as described below. The estimated equity of \$252K will be split evenly as agreed below as a maximum amount to split. The equity payout amount will be determined after all applicable closing costs are determined in case of a sale of the home. If the home value increases while Tiffany is the sole resident/payer of mortgage, Anthony will be due the maximum of \$126,000 of the equity. The home will remain Tiffany Sutphen's and the children's primary residence and Anthony agree to wait to receive his equity percentage, maximum of \$126,000, until one of the following occur: Tiffany Sutphen ceases to use this property as their primary residence; Or the deadline of 8/31/2027 is reached as outlined below: We agree that Tiffany will**



refinance or by other means pay Anthony his percentage of equity no later than 08/31/2027. If she is unable to refinance or pay Anthony his percentage of equity by 8/31/2027, they will put the home up for sale and they will split equity as described above, after all closing costs are determined, with his portion not to exceed \$126,000, upon the sale date. In addition, with this agreement, Anthony is given reasonable access and use of the garage on the west part of the property and the corral area behind the garage to continue to utilize for storage of his recreational vehicles, tools, and other items until such time he receives his share of equity or the home is sold. Upon that time, he agrees to remove all his personal property. He agrees to maintain his corral/garage areas to keep clean and clear of debris/weeds or hazardous conditions. He agrees to arrange reasonable times with Tiffany to access the area as needed to prevent conflicts with the home childcare business, her parent time with their children, and Tiffany's personal life. The garage and corral require access through the backyard, so to access that area will be requested with reasonable notice and permission only. Tiffany agrees that if she is ever unable to maintain the home or mortgage, she will immediately notify Anthony to address repairs and/or selling earlier if needed to avoid any foreclosure or other financial issues in regard to the home. She agrees to keep the mortgage current, and if she falls more than 30 days behind payments will notify Anthony immediately. Anthony and Tiffany will both remain on the mortgage, deeds and insurance as applicable until such time as Anthony is paid his equity percentage by sale, refinance or other means by Tiffany. At that point Anthony agrees to have his name remove from all mortgage and insurance and deeds as applicable. Neither party will file for any liens, equity lines of credit, loans, refinances or other use of home equity of the listed residence that would interfere with this agreement.

i.

Creditor: N/A

Names on mortgage: TIFFANY SUTPHEN & ANTHONY SUTPHEN

Date mortgage acquired: Apr 17, 2020

Mortgage balance: \$288,000.00

Monthly payment: \$1,397.44

Mortgage values estimated: yes

Estimation basis for mortgage balance: recent mortgage statement

This mortgage will be paid as follows after the divorce: Tiffany Sutphen will pay the entire debt. Tiffany Sutphen will provide a copy of the divorce decree to the lender.

## Business interests

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

a.

**Business Name: Teachable Moments**

**Description: Child Care In home**

**Phone: (503) 348-1555**

**Address: 6760 S 2795 W, West Jordan, Utah 84084 United States**

**Total Value: \$0**

**Percent owned by Petitioner: 100%**

**Percent owned by Respondent: 0%**

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

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

## **Alimony**

### **Tiffany Sutphen's Financial Need**

**62. Tiffany Sutphen's net income (after taxes) is \$4,697.25 per month. This amount is based on these sources of income:**

## **Monthly Current Income**

<b>Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)</b>	<b>\$ 4186.5</b>	
<b>Rental income</b>	<b>\$ 0</b>	
<b>Business income</b>	<b>\$ 0</b>	
<b>Interest</b>	<b>\$ 0</b>	
<b>Dividends</b>	<b>\$ 0</b>	
<b>Retirement income (including pensions, 401(k), IRA, etc.)</b>	<b>\$ 0</b>	
<b>Worker's Compensation</b>	<b>\$ 0</b>	
<b>Social Security Disability (SSDI)</b>	<b>\$ 0</b>	
<b>Supplemental Security Income (SSI)</b>	<b>\$ 0</b>	
<b>Social Security (Other than SSDI or SSI)</b>	<b>\$ 0</b>	
<b>Private Disability Insurance</b>	<b>\$ 0</b>	

Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 599
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$ 0
Temporary Assistance for Needy Families (TANF), etc.	
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
<b>Total Gross Monthly Income</b>	<b>\$ 4785.5</b>

#### Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 50
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 38.25

**Total Monthly Tax Deductions****\$ 88.25**

---

63. **Tiffany Sutphen's ability to earn is limited for the following reasons:**

a. caring for child of the **Anthony Sutphen**

64. **Tiffany Sutphen** has taken these reasonable efforts to improve their employment situation:

b. **Tiffany runs and in home daycare in order to be provide care for her own children when they are not in school. Tiffany has also taken a part time online bookkeeping job and a part time children's ministry job that both allow her to work from home or have her children with her while she works.**

65. **Tiffany Sutphen** faces these reasonable barriers to improving their employment situation:

c. **If Tiffany were to find a job outside the home, both parents would be responsible for significant additional cost for childcare for the children when they are not in school. By working from home, Tiffany is able to not only provide income but also care for their children instead of paying for childcare. This also allows flexibility for medical appointments for the children, specifically their youngest who has medical concerns requiring several appointments regularly at Primary Children's with specialists there.**

66. **Tiffany Sutphen** will be receiving per month in child support in this case.

67. **Tiffany Sutphen's current reasonable monthly expenses are as follows:**

Rent or Mortgage\$ 1780

Real estate taxes (if not\$ 0  
included in mortgage)

Real estate insurance (if not\$ 0  
included in mortgage)

Real estate maintenance\$ 100

Food and household\$ 900  
supplies

Clothing\$ 50

Automobile payments\$ 0

Automobile insurance\$ 50

Automobile fuel\$ 200

Automobile maintenance\$ 100

Other transportation costs\$ 0  
(public transportation,  
parking, etc.)

Utilities (such as electricity, gas, water, sewer, garbage) \$ 215  
 Telephone \$ 88  
 Paid television, cable, satellite \$ 30  
 Internet \$ 45  
 Credit card payments \$ 100  
 Loans and other debt payments \$ 0  
 Alimony from previous marriages \$ 0  
 Child support \$ 0  
 Child care \$ 0  
 Extracurricular activities for children \$ 120  
 Education (children) \$ 20  
 Education (self) \$ 0  
 Health care insurance \$ 536  
 Health care expenses (excluding insurance listed above) \$ 40  
 Other insurance \$ 54  
 Entertainment \$ 50  
 Laundry and dry cleaning \$ 0  
 Donations \$ 400  
 Gifts \$ 50  
 Union and other Dues \$ 0  
 Garnishment or income withholding order \$ 0  
 Retirement deposits (including pensions, 401(k), IRA, etc.) \$ 0  
 Other \$ 67  
 Other

\_\_\_\_\_ \$ 0 \_\_\_\_\_

Total current monthly expenses \$4995

\_\_\_\_\_

68. **Tiffany Sutphen's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage\$ 1780

Real estate taxes (if not\$ 0

included in mortgage)

Real estate insurance (if not\$ 0

included in mortgage)

Real estate maintenance\$ 100

Food and household\$ 1200

supplies

Clothing\$ 75

Automobile payments\$ 0

Automobile insurance\$ 103

Automobile fuel\$ 200

Automobile maintenance\$ 100

Other transportation costs\$ 0

(public transportation,

parking, etc.)

Utilities (such as electricity,\$ 215

gas, water, sewer, garbage)

Telephone\$ 84

Paid television, cable,\$ 30

satellite

Internet\$ 45

Credit card payments\$ 200

Loans and other debt\$ 0

payments

Alimony from previous\$ 0

marriages

Child support\$ 0

Child care\$ 0

Extracurricular activities for	\$ 150	
children		
Education (children)	\$ 20	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses	\$ 40	
(excluding insurance listed		
above)		
Other	\$ 40	
insurance		
Entertainment	\$ 50	
Laundry and dry cleaning	\$ 0	
Donations	\$ 700	
Gifts	\$ 25	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other	\$ 67	
Other	\$ 0	
Total marital monthly expenses		<b>\$5224</b>

69. The difference between **Tiffany Sutphen's** monthly net income (including child support) and monthly expenses is **\$526.75** based on marital expenses. This is **Tiffany Sutphen's** monthly financial need.

#### **Anthony Sutphen's Ability To Pay**

70. **Anthony Sutphen's** net income (after taxes) is **\$5,963.03** per month. This amount is based on these sources of income.

Work (Including self	\$ 6355.03
employment, wages,	
salaries, commissions,	
bonuses, tips and overtime)	

Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non- household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0



	\$ 0
	\$ 0
<b>Total Gross Monthly Income</b>	<b>\$ 6355.03</b>

### Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 50
State Income Tax	\$ 260
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 82

71. **Anthony Sutphen** will be paying per month in child support in this case.  
 72. **Anthony Sutphen's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 2000
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 700
Clothing	\$ 50
Automobile payments	\$ 0
Automobile insurance	\$ 55
Automobile fuel	\$ 600
Automobile maintenance	\$ 200
Other transportation costs (public transportation, parking, etc.)	\$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	\$ 200
Telephone	

	\$ 100	
Paid television, cable,	\$ 0	
satellite		
Internet	\$ 100	
Credit card payments	\$ 200	
Loans and other debt	\$ 0	
payments		
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 40	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 400	
Health care expenses	\$ 60	
(excluding insurance listed		
above)		
Other	\$ 0	
insurance		
Entertainment	\$ 50	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 250	
(including pensions, 401(k),		
IRA, etc.)		
Other	\$ 0	
Other	\$ 0	
Total marital monthly expenses	\$5005	

73. The difference between Anthony Sutphen's monthly net income and monthly

expenses (including child support) is **\$958.03**. This is **Anthony Sutphen's** ability to pay alimony each month.

**74. Anthony Sutphen and Tiffany Sutphen have been married for 10 years and 7 months.**

**75. The value of real property during the marriage is \$540,000.00**

**76. The value of personal property during the marriage is \$6,500.00.**

#### **Alimony Payment**

**77. Anthony Sutphen will pay Tiffany Sutphen \$240.00 in alimony each month.**

**78. These are the reasons for this amount: Anthony agrees to pay the full children's portion of health care insurance while they are covered on his insurance plan (currently about \$130 for the 2 children per month) and will not ask Tiffany to pay half of that as part of a reduction of Alimony until the end of the Alimony term.**

**After the 2 years or they will split the children's cost of insurance equally. If insurance changes to be under Tiffany's coverage in the event she gets coverage, he agrees to pay the amount of his portion towards the plan. The reduction of alimony amount and time frame is part of the agreed upon time for Tiffany to remain in the house and for Anthony to waiting to receive his equity from the home as previously outlined.**

**79. Alimony will start the month immediately following entry of the divorce decree.**

**80. The payment schedule will be:**

- one half by the 5th day of each month, and
- the other half by the 20th day of each month.

**81. Alimony not paid by the 5th day of the month is past due on the 6th day of the month. Alimony not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect child support then ORS may also collect alimony and their payment schedule will be followed.**

**82. Anthony Sutphen's alimony obligation will end the earliest of the following:**

- 2 years and 0 months.
- If Tiffany Sutphen dies.
- If Tiffany Sutphen remarries.

#### **Retirement money**

##### **Retirement money – retirement accounts**

**83. 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).**

**84. 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: 0421**

**Plan Name: Helpside Inc 401K Plan**

**Plan Administrator: Transamerica**

**Company Name: Transamerica**

**Address: 440 Mamaroneck Avenue, Harrison, NY 10528**

**Date Opened: Jan 1, 2019**

**Plan Value: \$16117.96**

**This plan is in the name of: Anthony Sutphen**

**Divide as follows: The entire account should be awarded to Anthony Sutphen.**

**b.**

**Account Number: 5238**

**Plan Name: ROTH IRA**

**Plan Administrator: Fidelity**

**Company Name: Fidelity**

**Address: Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002**

**Date Opened: Jan 1, 2006**

**Plan Value: \$1883.54**

**This plan is in the name of: Tiffany Sutphen**

**Divide as follows: The entire account should be awarded to Tiffany Sutphen.**

**c.**

**Account Number: 7711**

**Plan Name: Rollover IRA**

**Plan Administrator: Fidelity**

**Company Name: Fidelity**

**Address: Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002**

**Date Opened: Nov 1, 2010**

**Plan Value: \$44306.23**

**This plan is in the name of: Tiffany Sutphen**

**Divide as follows: The entire account should be awarded to Tiffany Sutphen.**

**d.**

**Account Number: 082J**

**Plan Name: 401k**

**Plan Administrator: Fidelity**

**Company Name: PartnerCO USA**

Address: 900 Salem Street Smithfield, RI 02917

Date Opened: Dec 15, 2024

Plan Value: \$18399.03

This plan is in the name of: Anthony Sutphen

Divide as follows: The retirement money should be awarded by dollar amount. Tiffany Sutphen should be awarded \$15000 and Anthony Sutphen should be awarded \$3399.03. Anthony Sutphen should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 30 days after the divorce decree is entered.

### Additional provisions

85. The parties will adhere to the following additional provisions:

a.

Additional Provision: Both parents agree to ensure a safe environment for the children. This includes but is not limited to ensuring all firearms in each respective home are locked up safely to prevent children access, ensuring children do not have access to or are given alcohol or illegal drugs, not given medications not for children or specifically prescribed to them, not to consume alcohol in excess around the children, not driving under the influence of drugs or alcohol while children are present, ensuring children wear protective gear for activities as applicable: Helmets, safety goggles, life vests, and ensuring activities are age and skill appropriate for the children. This includes ensuring firearms are kept safely locked away while camping or having children around in the outdoors as well. Both parties agree to try to provide balanced diets of mostly healthy foods for the children to encourage healthy development, to limit excessive sugar, soda and junk food, to set reasonable limits to screen time, and to ensure children do their respective schoolwork while in each parent's care.

### Duty to sign documents

86. 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.

Date

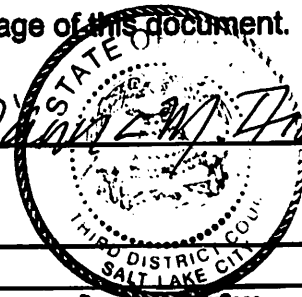
May 18, 2026

Signature



*Diana M. Tibbo*

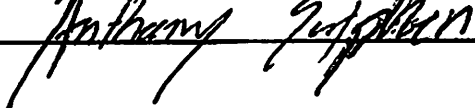
Judge



\_\_\_\_\_  
Date Signature ▶ \_\_\_\_\_

\_\_\_\_\_  
Commissioner

Approved as to Form.

Other Party  
Signature ▶ 

Other Party  
Name Anthony Sutphen

**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: Anthony Sutphen**

**Method of service: Hand Delivery**

**Address: 6760 S 2795 W, West Jordan UT 84084 when he spends time with children**

**Date of Service: May 9, 2026**

05/08/2026  
Date Signature ▶ 

Printed  
Name Tiffany Sutphen