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Attorney - Mediator
Filing on behalf of both parties as a Third-Party Neutral,
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct

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

In the matter of the marriage of KIMBERLI BRANNON, Petitioner, and KILEY BRANNON, Respondent.	DECREE OF DIVORCE Case No: 264902424 Judge: Adam Mow Commissioner: Joanna Sagers
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The Petitioner, Kimberli Brannon, and the Respondent, Kiley Brannon, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

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.

CHILD CUSTODY AND PARENT-TIME

1. There are two minor children born or adopted between the parties, to wit: G.G.B. (born January 2009) and L.C.B. (born February 2012).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor children. Parent-time with the minor children shall be as the parties may agree. If the parties are unable to agree on a parent-time schedule, then Respondent shall exercise parent-time every other Friday after school, or 3:30 PM if school is not in session until Sunday at 12:00 PM.
4. In addition, holiday parent-time shall be as the parties agree. If unable to agree, then the parties shall follow the holiday parent-time schedule set forth in UCA §81-9-302 and as follows:

Holiday	Holiday Time Period	Respondent (Kiley)	Petitioner (Kimberli)
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. 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 child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday	Even Years	Odd Years

	(2) Holiday ends at 7 pm. 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.	Even Years	Odd Years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. 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.	Every year with Mother	Every year with Mother
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.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 6 p.m. on the day before JNFD if the day before JNFD is not Father's Day; or (b) 9 a.m. on JNFD if the day before JNFD is Father's Day (2) Holiday ends at 6 p.m. on the day following JNFD.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3 rd at 6 p.m. (2) Holiday ends on July 5 th at 6 p.m.	Even Years	Odd Years
Pioneer Day	(1) Holiday begins on July 23 rd at 6 p.m. (2) Holiday ends on July 25 th at 6 p.m.	Odd Years	Even Years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends at 7 pm. on Labor Day.	Odd Years	Even Years
Fall Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31 st 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
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 pm. on the day before school	Even Years	Odd Years

	resumes.		
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 th at 7 pm.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27 th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 9 a.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years
Day Before or After Child's Birthday	(1) Holiday begins at 9 a.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Petitioner's Birthday	(1) Holiday begins at 9 a.m. (2) Holiday ends at 9 p.m.		Every Year
Respondent's Birthday	(1) Holiday begins at 9 a.m. (2) Holiday ends at 9 p.m.	Every Year	

5. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.

6. Neither parent may relocate with the minor children more than 15 miles from their current residence without a written agreement signed by the parties or further court order.

CHILD SUPPORT

7. Petitioner is currently unemployed, however based on her experience and ability to work, it is reasonable and appropriate to impute her to a gross monthly income of \$16,000.00 for the purposes of calculating child support.

8. Respondent is currently employed and has a gross monthly income of \$6,500.00 for the purposes of calculating child support.

9. The joint custody worksheet shall be used with the Petitioner's income set at \$16,000.00 with 220 overnights and the Respondent's income set at \$6,500.00 with 145 overnights.

10. Pursuant to U.C.A. §81-6-101 et seq., a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Respondent shall be ordered to pay Petitioner the sum of \$328.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child becomes 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal

parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obliged.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code §81-6-212(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) 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, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code §81-6-101 et seq, the parties 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

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 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.

INSURANCE, DAYCARE AND MEDICAL EXPENSES

11. Pursuant to U.C.A. §81-6-208 (2024) as amended:

a. Either Petitioner or Respondent should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. In determining which parent shall maintain insurance for medical expenses, the parties shall consider the reasonableness of the cost, the availability of a group policy and the coverage of the policy. If the parties cannot agree on who shall carry the insurance, then it shall be determined by the preference of the custodial parent. If insurance is being provided by a plan by both parents, the Respondent's insurance shall be considered primary coverage and the Petitioner's shall be considered secondary.

a. The parties shall be equally responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually

paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Petitioner shall be responsible for all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.

12. Pursuant to U.C.A. §81-6-209 both parties shall share equally the reasonable work-related childcare expenses of the parents. Due to the age of the children, daycare is not anticipated.

TAX EXEMPTION

13. Petitioner shall claim the minor children for the child tax credit, exemption, or deduction for State and Federal income tax purposes each and every year.

PERSONAL PROPERTY

14. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

15. During the course of the marriage, the parties acquired certain items of personal property.

16. Petitioner shall be awarded the dog, Pennie.

17. Petitioner is awarded all personal property presently located within the residence, unless otherwise mutually agreed by the parties in writing.

18. Petitioner shall pay to Respondent the sum of \$5,000.00 within 30 days of the date of entry of the Decree of Divorce to assist Respondent with the purchase of replacement personal property and household items.

19. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

VEHICLES

Vehicle	Awarded to Petitioner	Awarded to Respondent	Other
2019 Mazda CX5	X		There is no loan against this vehicle. This vehicle is intended for the use and benefit of G.G.B. Upon G.G.B. reaching the age of eighteen (18), the parties shall cooperate in transferring title of the vehicle to G.G.B. Petitioner shall maintain the insurance on this vehicle.
2020 Subaru Ascent	X		Petitioner shall be responsible for the loan against this vehicle.
2025 Honda Ridgeline		X	Respondent shall be responsible for the loan against this vehicle.

20. Petitioner shall pay to Respondent the sum of \$5,000.00 in cash on or before May 31, 2026, as an equalization payment to account for the difference in value between the parties' awarded vehicle assets.

21. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.

REAL PROPERTY

22. The real property located at 1042 W. Feather Cap Lane, Bluffdale, Utah 84065 is hereby awarded to Petitioner as her sole and separate property. Petitioner has refinanced the residence into her sole name.

23. As full settlement of Respondent's interest in the residence and related financial obligations, Petitioner has paid to Respondent the sum of \$240,000.00 representing Respondent's fifty percent (50%) share of the equity in the home, together with \$50,000.00 as lump sum alimony, for a total payment of \$290,000.00.

24. Upon receipt of said funds, Respondent's interest in the property is fully satisfied, and Respondent shall have no further claim to the residence or its equity.

25. Respondent shall retain as his sole and separate property any real property acquired by him after April 1, 2026, free and clear of any claim or interest by Petitioner.

BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES,
INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS
INTERESTS

26. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

27. All of these accounts or assets shall be divided as follows as of the date of entry of the Decree of Divorce unless specified otherwise:

Account Description	Petitioner will Receive	Respondent will Receive	Other
Bank accounts in Petitioner's name	100%		
Bank accounts in Respondent's name		100%	
Key Investment Services, Kim IRA, account ending 5223	All remaining funds minus Respondent's award of \$28,000	\$28,000	
Key Investment Services, account ending 4473; Key Investment Services, account ending 5199			These accounts shall be retained jointly for the benefit of the minor children.
IRA Accounts, both traditional and ROTH, in Respondent's name		100%	
Roth IRA Account in Petitioners	100%		

name			
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28. If necessary, a Qualified Domestic Relation Order (QDRO) or Domestic Relations Order (DRO) shall be prepared to divide these accounts. Any fees associated with the above orders shall be split evenly between the parties.

DEBTS AND OBLIGATIONS

29. During the course of the marriage the parties incurred certain marital debt; this debt shall be divided as set forth below.

Debt Description	Petitioner's Responsibility	Respondent's Responsibility	Other
Credit cards in Petitioner's name	100%		
Credit cards in Respondent's name		100%	
2025 Honda Ridgeline auto loan		100%	
2020 Subaru Ascent auto loan	100%		

30. Pursuant to §81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

ALIMONY

31. Petitioner shall pay to Respondent a total lump sum alimony amount of \$70,000.00, which shall constitute full and final satisfaction of any alimony obligation between the parties. No additional or ongoing alimony shall be due thereafter.

32. The parties acknowledge that Petitioner previously paid Respondent (\$50,000.00 as a lump sum alimony payment in April 2026. Petitioner shall pay the remaining balance of \$20,000.00 to Respondent, paid via either cash or transfer from Petitioner's Key Investment Services IRA, on or before December 31, 2026.

33. Upon payment of the remaining balance, both parties waive any further claim to alimony now or in the future.

LIFE INSURANCE

34. Pursuant to UCA §81-4-406 (3)(d), to the extent either party owns a life insurance policy or annuity contract, such party has reviewed and, where appropriate, updated the list of beneficiaries associated with said policy or contract. Each party affirms that the individuals currently designated as beneficiaries are, in fact, the intended beneficiaries following the entry of the Decree of Divorce. Each party further acknowledges and understands that if no changes are made to the beneficiary designations, the individuals currently listed shall remain the beneficiaries and shall receive any funds disbursed by the insurance company or annuity provider pursuant to the terms of the respective policy or contract.

TAX RETURN

35. The parties shall file taxes for the 2026 tax year as each deem appropriate.

ATTORNEY'S FEES

36. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

MISCELLANEOUS

37. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

38. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

39. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

40. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the "drafting party."

41. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60

days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court 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.

42. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

43. Petitioner may be restored to her maiden name of Tate if she so desires.

BRANNON and BRANNON

PARENTING PLAN

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children's physical care and financial and emotional support.

The parents shall adhere to the following parenting plan provisions:

1. Co-Parenting Principles

a. The Parties shall co-parent cooperatively, focusing on the physical, emotional, and financial well-being of the children.

b. Each parent shall support and encourage the children's meaningful relationship with the other parent.

c. Civil communication is required at all times. Name-calling or hostile communication is prohibited.

2. Communication Between Parents

- a. Primary communication shall occur via text or email, except in emergencies or time-sensitive situations.
 - b. Parents shall timely share important information regarding the children's schooling, health, social activities, and other relevant matters.
 - c. If information is available through public sources (e.g., school portals), each parent shall access it directly.
3. Joint Legal Decision-Making
- a. The Parties shall jointly decide major decisions affecting the children, including:
 - i. Education and daycare
 - 1. In the event the parties are unable to reach agreement regarding an education-related decision, Petitioner shall have final decision-making authority.
 - ii. Medical, dental, counseling, and orthodontic care
 - iii. Religious upbringing
 - iv. Extracurricular activities
 - b. Decision-making process:
 - i. Identify the issue
 - ii. Develop possible solutions
 - iii. Select the most reasonable solution in the children's best interests
4. Dispute Resolution for Major Decisions - If the parties cannot reach agreement:

- a. They may defer to the recommendations of an expert. If they still do not agree;
- b. They shall attend mediation with a mutually agreed mediator (each party pays their own fees).
- c. Agreements reached in mediation shall be reduced to writing and signed by both.
- d. Only after a good-faith mediation attempt may a party seek Court involvement.
- e. A party who frustrates this process may be ordered to pay the other's attorney's fees, court costs, and mediation costs.

5. Day-to-Day Responsibility

- a. The parent exercising parent-time shall make routine daily decisions.
- b. Either parent may make necessary emergency decisions regarding the children's health or safety and shall inform the other immediately.

6. Information Access

- a. Both parents shall have direct access to all school, medical, dental, and mental health records.
- b. Each parent shall notify the other of medical appointments and emergencies.
- c. Both parties shall provide written authorization enabling the other to access information from all providers.

7. School Access

- a. Both parents may visit the children at school, receive school communications, and check the children out when necessary.
 - b. Disputes regarding education shall first go to mediation.
8. Medical Treatment Restrictions
- a. Non-emergency, uninsured, elective medical/dental/orthodontic or alternative treatments require prior written consent from both parties.
 - b. Costs must be agreed in writing before scheduling.
 - c. Violating parent may be denied reimbursement.
9. Travel Notice Requirements
- a. Either parent may travel domestically with the minor children during their own parent-time without needing advance permission, provided they give at least a 30 days advance notice.
 - b. Any international travel, or any travel that would interfere with the other parent's scheduled parent-time, must be mutually agreed to in advance and in writing.
 - c. When traveling with the children, the traveling parent shall provide the following, as required by Utah Code §81-9-202(19):
 - i. Itinerary with travel dates
 - ii. Destination(s)
 - iii. Contact information
 - iv. Name/phone of a third party aware of the children's location.
10. Participation in Activities

- a. Both parents may attend the children's school events, church functions, activities, recitals, and sports.
 - b. Parents shall cooperate to facilitate participation and family events (e.g., weddings, funerals, reunions, ceremonies).
- 11. Exchanges and Transportation
 - a. The receiving parent shall pick up the children at the designated start of their parent-time.
 - b. Children shall be ready on time for exchanges.
- 12. Contact Information
 - a. Each parent shall provide the other with current address, phone number, and email within 24 hours of any change.
- 13. Parent/Child Communication
 - a. Each parent shall encourage free and uncensored reasonable phone/virtual communication with the other parent.
 - b. The children may contact either parent at any time.
 - c. A parent shall reasonably facilitate calls when requested by the children.
- 14. Right of First Refusal
 - a. Parental care is preferred over surrogate care.
 - b. If overnight child care is needed, the other parent shall be offered the opportunity to provide care before third-party caregivers are used.

c. The parties shall create and maintain a mutually approved list of surrogate caregivers/babysitters who may be used by either parent without additional approval.

d. Any caregiver not on the approved list must be mutually agreed upon in advance and in writing before caring for the minor children.

e. Both parents shall provide names, addresses, and phone numbers of any caregivers used.

15. Conduct Around the Children

a. Neither party shall speak negatively about the other parent or allow third parties to do so in the children's presence.

b. Neither party shall discuss court matters with or in front of the children.

c. Neither party shall disparage the other on social media or in public.

16. Introducing New Partners

a. Parents shall not introduce dating partners to the children until the relationship is committed and exclusive.

b. Notice shall be given to the other parent beforehand.

17. Shared Calendar

a. Parents shall maintain a shared calendar for school events, appointments, practices, exchanges, and other child-related activities.

18. Substance Use Restrictions

a. Neither party shall use illegal drugs or consume alcohol to excess while caring for the children or prior to transporting them.

b. Alcohol and medications shall be stored securely and out of the children's reach.

19. Enforcement and Non-Waiver

a. A party's failure to comply with any provision does not release the other party from their obligations.

b. All provisions remain enforceable unless modified by written agreement or court order.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 31st day of May 2026.

*E-signed by Wade Taylor
with permission of Kimberli Brannon*

/s/ Kimberli Brannon

KIMBERLI BRANNON
Petitioner

APPROVED AS TO FORM this 30th day of May 2026.

*E-signed by Wade Taylor
with permission of Kiley Brannon*

/s/ Kiley Brannon

KILEY BRANNON
Respondent

CERTIFICATE OF SERVICE & RULE 7 NOTICE

I hereby certify that on the 30th day of May 2026, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

KIMBERLI BRANNON
Petitioner
Email: kim.brannon@gmail.com

KILEY BRANNON
Respondent
Email: kiley.brannon@gmail.com

LAW OFFICES OF WADE TAYLOR

/s/ Wade Taylor

WADE TAYLOR
Attorney