

The Order of the Court is stated below:

Dated: July 10, 2026
09:46:43 AM

/s/ JOEL FERRE
District Court Judge



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

In the Matter of the Marriage of JASON SCHRUMPF, Petitioner, and DAYHANA K. SCHRUMPF, Respondent.	DECREE OF DIVORCE Case No. 254901232 DA Discovery Tier: 2 Judge Heather Brereton Joel Ferre Commissioner Michelle Blomquist
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THIS MATTER came before the ~~Honorable Heather Brereton~~ of the above-entitled Court, neither party appearing in front of Judge ~~Brereton~~ Ferre, but Petitioner having entered his *Declaration as to Residency and Grounds*, and the parties having properly executed a *Memorandum of Understanding*, filed herein, and the Court, having ~~heretofore~~ entered its *Findings of Fact and Conclusions of Law*, and good cause appearing ~~therefor~~, it is hereby **ORDERED, ADJUDGED AND DECREED:**

GRANTING OF DIVORCE

1. The parties are awarded a decree of divorce severing the bonds of matrimony between the parties herein.

MINOR CHILD

2. There has been one (1) child born as issue of this marriage, to wit; A.A.S., born May 2021 (“A.S.”).

3. Respondent, Dayhana K. Schrumpf (hereinafter “Dayhana”) shall be awarded residential physical custody of A.S. for the purposes of school and A.S. will go to school in the school district in Sandy, Utah. Should Dayhana move outside of Sandy school district, the parties will ~~and~~ seek input from the court if necessary. The parties shall be awarded joint legal custody of A.S. It is anticipated that parental decisions shall be required for major issues in raising the minor child and in meeting their ongoing needs. If and when they arise, both parents shall address the issues. Each parent shall give good faith consideration to the views of the other. If the decision involves medical or schooling issues, the parties may further elect to seek input from treating physicians or educators. Both parents shall be provided with such input. The parties will then mediate the issue. If the parents cannot agree after making a good faith effort to come to an agreed upon decision, Dayhana shall have presumptive decision-making authority. This level of authority shall allow Dayhana the right to make a preliminary decision that she shall then communicate to Jason. If Petitioner, Jason Schrumpf (hereinafter “Jason”) believes that the decision is contrary to the best interests of A.S., he shall have the right to seek review

thereof through the court.

PARENTING PLAN

4. The parties shall follow a 6/8 parent-time schedule as they both agree. Otherwise in the weeks that Jason does not have weekend parent-time (Week 1) he will have Wednesday overnights and in Week 2 he will have Thursday, Friday, Saturday and Sunday overnights. Jason's first weekend of parent-time with A.S. shall commence October 2, 2025 through October 5, 2025, and the schedule shall rotate from there.

5. The parent beginning his or her parent-time shall pick A.S. up at the daycare when daycare is open. When daycare is not open, the receiving parent shall pick A.S. up curbside from the other parent's residence at 7:30 a.m.

6. The parties shall not communicate in excess and regarding A.S. only.

7. Pursuant to Utah Code Ann. § 30-3-10.1 et seq., the parents shall adopt the following additions to the parenting plan:

a. For holiday parent-time, the parents shall have holiday parent-time as they can agree. If there is an impasse, the parents shall follow the holiday schedule as set forth in § 81-9-303 of the Utah Code with Jason being designated the non-custodial parent solely for purposes of interpreting the holiday parent-time schedule.

b. If either parent has to leave A.S. with a caretaker or any other person for any time period in excess of two (2) hours during that parent's custody or parent-time, that parent must give the other parent the first right of refusal to watch and care for A.S. during that time

period. The party exercising the right is solely responsible for all the transportation and will deliver A.S. back to the other parent's residence as soon as they are once again able to personally care for A.S.

c. Both parents shall ensure that A.S. has access to call ~~w~~either parent whenever she wants. The parents shall each have at least one (1) phone call during the other parent's weekend parent-time with A.S., for a reasonable time and a reasonable duration.

CHILD SUPPORT

8. Jason shall pay Dayhana child support in the amount of \$177 per month which is based upon Jason's gross monthly income of \$4,623 and Dayhana's gross monthly income of \$4,999, and as calculated using the joint physical custody worksheet, with Jason having 160 overnights and Dayhana having 205 overnights, and pursuant to the provisions of the Uniform Civil Liability for Support Act, Title 78B, Chapter 12, Utah Code Ann. The child support amount shall be offset by the cost of the health insurance described below, yielding a monthly child support obligation of \$100. Additionally, the parties agree that in any month in which Jason has AS. Overnight for at least 50% of the overnights in that month, the following month Jason will not have to pay the \$100 per month child support. Jason's child support shall commence on October 1, 2025 via Zelle.

a. Unless the Court orders otherwise, support for the child terminates at (1) the time the 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, or (2) a 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.

b. The monthly child support shall be paid one-half (1/2) on or before the 5th day of each month, and the other half on or before the 20th day of each month, unless the custodial parent uses the office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month. Child support due and not paid on or before the 20th day of the month is delinquent on the 21st day of the month.

c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. Chapter 62A-11 parts 4 and 5, and any Federal or State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to 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. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-5011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Shall mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month.

9. In accordance with Utah Code § 81-9-101(4), the parties shall equally share

A.S.'s school clothes and school fees and expenses and costs associated with activities A.S. is involved in at school. Each party shall also pay one-half (1/2) of any other agreed upon extracurricular expenses for A.S. A.S. is in both gymnastics and martial arts. Jason shall pay for martial arts and Dayhana shall pay for gymnastics. Both parties shall facilitate and ensure A.S.'s attendance at scheduled practices and events of these activities during their respective parent-time.

DEPENDENCY EXEMPTIONS

10. Jason shall be allowed to claim A.S. as a dependent for income tax exemption purposes in even numbered years. Dayhana shall claim A.S. in odd numbered years. Regarding 2025, the parties shall exchange W-2's and shall seek advice from their accountant and review filing single or married status and file according to the most mutually advantageous scenario. Should the parties determine to file jointly, the parties shall equally divide any refund.

ALIMONY

11. Neither party shall be awarded alimony.

MEDICAL INSURANCE & EXPENSES

12. Pursuant to Utah Code § 81-6-208, each party shall provide A.S. with medical and dental insurance coverage, if available at a reasonable cost. The party that can provide the best coverage for medical and dental insurance coverage at the lowest cost possible shall provide the insurance for A.S. Currently, the total cost to ensure A.S. is \$154.90 per month which is \$77.45 for each party. Jason shall cover the cost and offset the child support. Jason shall provide

verification of insurance.

a. Each party shall share equally the out-of-pocket costs of the premium actually paid for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for the child 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 in the instant case.

b. Each party shall pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of A.S., including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

c. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parties, the health, hospital, or dental insurance of the party with the best coverage shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of the other party shall be secondary coverage for the dependent child. If a party remarries and his or her dependent child are not covered by the parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the dependent child.

d. The party ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social

Security Act, 42 U.S.C. Section 601 et seq., upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The party shall notify the other party, or the Office of Recovery Services of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

e. The party who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other party within thirty (30) days of payment.

f. In addition to any other sanctions provided by the Court, a party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with above.

CHILD CARE PROVISIONS

13. Pursuant to § 81-6-209, et. seq., each parent shall share equally the reasonable work-related childcare expenses of the parents, if necessary. A.S. shall continue to attend the current daycare. Jason shall contact the daycare provider to divide the invoice and bill him directly for his one-half (1/2) of the cost of daycare.

a. If an actual expense for childcare is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense, but if the childcare expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.

b. A parent who incurs childcare expenses shall provide written verification of the costs and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

c. The parents shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.

d. In addition to any other sanctions provided by the Court, a parent incurring day care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with above.

REAL PROPERTY

14. The parties acquired no real property to be divided by this court.

PERSONAL PROPERTY

15. During the marriage the parties have acquired certain items of personal property which have been divided as the parties have agreed. Further, each party is awarded all personal property currently in that parties' possession subject to any and all debt thereon holding the other party forever harmless thereon, as well as, any and all personal property which was inherited or gifted to that party or which that party brought into the marriage and owned prior thereto. More specifically, each party shall be awarded his or her own vehicle currently in his or her possession. Further, Jason shall pay to Dayhana \$4,000.00 cash on or before October 25, 2025, as and for Dayhana's share of the equity in Jason's truck.

16. Dayhana shall go to US Bank with her ID to remove her name from the account within fourteen (14) days and will cooperate in taking any action necessary or signing any documents necessary to ensure she is removed from this account.

17. Dayhana shall be awarded \$5,000.00 from Jason's 401(k) account through Fidelity. Jason shall be awarded the remainder of his retirement account. Dayhana shall be awarded the entirety of her retirement account. The parties shall divide Jason's 401(k) pursuant to a QDRO and shall divide the cost of the QDRO.

DEBTS & OBLIGATIONS

18. During the marriage the parties have incurred certain debts and obligations which have been divided as the parties agreed.

19. Dayhana shall get her own cell phone plan within fourteen (14) days and Jason will cooperate in taking any action necessary or signing any documents necessary to ensure she is removed from Jason's plan.

20. Each party shall get their own streaming services and will cooperate in taking any action necessary or signing any documents necessary to ensure Dayhana is removed from Jason's plans.

21. Each party shall be solely responsible for any debt incurred by him or her after the date of divorce herein, holding the other party harmless therefrom.

22. The parties shall provide a certified copy of the final *Decree of Divorce* to all creditors pursuant to Utah Code Ann. § 30-3-5(1) and § 15-4-6.5 and do any follow-up necessary

to effectuate these statutes.

MISCELLANEOUS PROVISIONS

23. Each party shall be ordered to execute and deliver to the other party any documents (*e.g.*, deeds, titles, etc.) necessary to implement the provisions of the Decree of Divorce entered by the Court.

24. Each party shall pay his or her own attorney's fees incurred in this matter.

-----END OF ORDER-----

Approved as to Form:

\s\ Jason T. Schow
Attorney for Petitioner
(Signed by Joseph Lee Nemelka with
permission of Jason T. Schow)

In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order along with the court's seal and the date the order was executed by the court.

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of November 2025, I caused a true and correct copy of the foregoing to be [] E Filed, [] mailed, postage prepaid, [] hand-delivered, [X] sent via Email to:

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\s\ Joseph Lee Nemelka

