



MOLGARD LAW

Malone Molgard (UT-12598)
Kimball Christensen (UT-14613)
102 South 100 West - P.O. Box 461
Brigham City, UT 84302-2543
(435) 723-8569 - www.molgardlaw.com
mlo@molgardlaw.com - kim@molgardlaw.com
Attorney for Party-A, Petitioner

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

Court Address: 450 S. State Street, P.O. Box 1860, Salt Lake City, Utah 84114-1860

IN THE MATTER OF THE MARRIAGE OF:

KYLIE KAY CLARK DECREE OF DIVORCE

Party-A, Petitioner

and

BRANDON CHARLES CARTER

Party-B, Respondent

OFFICE OF RECOVERY SERVICES

Intervenor

Case: 244903642

Judge: Dianna Gibson

Commissioner: Kim M. Luhn

HAVING considered and reviewed all of the pleadings in this matter, and having entered the *Findings of Facts and Conclusions of Law*, the Court does now issue its DECREES AND ORDERS, to wit:

1. The Court GRANTS the *Petition for Divorce* and DECREES DIVORCE in this matter, now and forever dissolving the marriage of Kylie Kay Clark and Brandon Charles Carter.

Each person now having the status of a Single person.

2. The parties, Kylie Kay Clark and Brandon Charles Carter, are the parents of one minor female child: Brexley Dillon Carter, Born: September 15, 2020.

3. Because Kylie and Brandon reside greater than one hundred and fifty miles (150 miles) from one another, Kylie is awarded sole physical custody of Brexley and is designated as Brexley's custodial parent.
4. **PARENT-TIME:** Brandon's parent-time with Brexley will be as the parties may agree.
5. If the Parties do not agree, and due to the distance between the two, and circumstances beyond either parent's control, and wherein Brandon and Brexley have been apart from one another for greater than forty-eight months, and Brexley has been unable to bond with Brandon, prior to the exercise of overnight, unsupervised parent-time, therapy aimed at reuniting and reestablish a bonding relationship between Brexley and Brandon pursuant to UCA 81-9-104(c), is in Brexley's best interests.
6. After the completion of Reunification Therapy, and upon the recommendation of Brexley's Therapist, Brandon will be entitled to one weekend each month of parent-time, to be exercised in the County where Kylie and Brexley currently live at that time.
7. Brandon will have the option of receiving the last weekend of each month unless a holiday assigned to Kylie falls on that particular weekend. If a holiday assigned to Kylie falls on the last weekend of the month, Brandon shall be entitled to the next to the last weekend of the month.
8. Brandon's monthly weekend entitlement is subject to the following provisions:

Brandon must travel to Brexley's location and take parent-time in the general vicinity of Brexley's primary residence, at his own expense; Kylie is entitled to all parent-time not specifically allocated to Brandon.

9. In the event finances and distance preclude the exercise of minimum parent-time for Brandon during the school year, upon discussion and agreement between the Parties, additional parent-time for Brandon during the summer time, after Brexley has turned six years of age, and has enrolled in the 2026-27 school year, and if it is not contrary to Brexley's best interests may be agreed upon.

If Brexley is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays, and those days are contiguous with Brandon's monthly weekend parent-time, those days will be included in the weekend parent-time.

10. In addition to the monthly weekend parent-time outlined herein, in years ending in an odd number, Brexley will spend the following holidays with Brandon:

- (i) Thanksgiving holiday beginning Wednesday until Sunday; and,
- (ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes.

In years ending in an even number, Brexley will spend the following holidays with Brandon:

- (i) The entire winter school break period; and,
- (ii) The Fall school break beginning the last day of school before the holiday until the day before school resumes.

If Brandon's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered Brandon's monthly weekend entitlement for that month.

11. Extended parent-time equal to one-half (1/2) of the summer or off-track time for consecutive weeks. Brexley should be returned to Kylie's home no later than fourteen days before school begins; however, this week shall be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.

12. Travel expenses for exercise of parent-time under this provision shall be as the parties can agree. When the parties do not agree, travel expenses and provisions shall be as follows:

Brandon will be responsible for Brexley's travel expenses when she travels to his home for parent-time, provided Brandon is current on all child support and other financial obligations. If Brandon has been found in contempt for not being current on all support obligations, he will be responsible for all of Brexley's travel expenses, unless the court rules otherwise.

Reimbursement by either responsible party to the other, for Brexley's travel expenses will be made within 30-days of receipt of documents and receipts detailing those expenses.

13. The parties will allow the free transfer of items of personal property belonging to Brexley, including toys, clothing, and other items of significance, to and from parent-time exchanges, recognizing that the items of personal property belong to Brexley and not the parents. Neither parent will withhold items of personal property belonging to Brexley, from the other parent.

14. **TELEPHONIC AND ELECTRONIC CONTACT:** Each parent will be allowed reasonable telephone or other electronic or virtual contact with Brexley, at reasonable times and places, when Brexley is in the care of the other parent.

15. Brexley is entitled to, and will be allowed to have contact with the absent parent at any time of her choosing. The parent exercising parent-time will take all measures necessary to ensure that Brexley can establish contact with the absent parent.

16. Neither parent will incessantly call Brexley or require that Brexley “check in” with the absent parent. Neither party will monitor, coach, or otherwise interfere with the telephone or electronic communication between Brexley and the absent parent, or allow third parties to do so. Both parents should agree to encourage telephone and/or mail, electronic or otherwise, contact with grandparents, other relatives, or co-parents.

17. If one parent provides a cellular telephone and service to Brexley for use in communicating with the parent, the other parent may not take or restrict the use of that device from Brexley, for the purpose of contacting the other parent.

18. **TRAVEL:** If either party travels overnight from his or her residence for a vacation, family activity, or other temporary event, that parent should provide the other parent with the following information in advance of departure:

- i. An itinerary of travel dates, and date of return;
- ii. Destinations;
- iii. Places and means where the children or traveling parent can be reached;
- iv. The name and identities of any other third persons also traveling with the parent and their relationship to that parent;
- v. The name and telephone number of an available third person who would be knowledgeable of the children’s location.

19. **LEGAL CUSTODY:** Whereas the parties currently reside approximately 2,100 miles from one another, it is in Brexley's best interests that Kylie be granted Sole Legal custody, subject to the following:

a. Brexley will retain her given name of: Brexley Dillon Carter, and will not be subject to being adopted by another party, at least until she reaches the age of eighteen years, at which time she may initiate a name change or consent to being adopted, as an adult person, according to her own accord.

b. The parent in charge during a time-shared block may make minor day-to-day decisions regarding the care of Brexley without consulting with the other parent.

c. Both parents will have free and open access to all important records pertaining to Brexley, such as documents related to Brexley's health, education, and religion. Brandon will have access directly to all school reports including preschool and daycare reports, upon his request to the school or care providers. He will have access to Brexley's medical records upon his request, and will be notified immediately by Kylie in the event of a medical emergency. Kylie will keep Brandon informed of which schools Brexley attends, and the names of the Primary Medical Caregivers providing Brexley's primary care.

d. In addition to statutory financial obligations, Brandon will share in the costs of one extra-curricular activity each school year. Brandon will share in the costs of orthodontic braces, eye glasses, contact lenses, as prescribed by licensed caregivers.

e. Pursuant to State Law, neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

20. **COMMUNICATION:** Kylie and Brandon will conduct discussions or other meetings regarding Brexley in a business-like and respectful manner. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change. Each parent will keep the other informed of the address where Brexley sleeps overnight.

Brexley will not be exposed to discussions or disagreements concerning her. Kylie and Brandon will not allow the conversation to become heated or overly emotional, especially in Brexley's or her siblings' presence.

21. **SPECIAL CONSIDERATION:** Special consideration will be given by each parent to make Brexley available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, including other significant events in Brexley's life or in the life of either parent which may inadvertently conflict with the parent-time schedule.

22. **MUTUAL RESTRAINING ORDER and PARTY RESTRAINTS:**

a. The parties shall not make disparaging or derogatory remarks to one another or to their children about one another, or such remarks to any third party in the child's presence, either verbally, in writing or otherwise.

The parties shall not swear, threaten, or call the other party names.

b. Both parties are mutually restrained from threatening the other party.

c. Both parties are mutually restrained from committing an act of physical, mental, emotional, or verbal violence against the other party, or threatening to commit any form of violence. Each party is hereby enjoined and restrained from doing, or attempting to do, or threatening to do, any act that injures, maltreats, vilifies, intimidates, molests, or harasses the other party or Brexley.

This includes stalking or harassing the other parent.

d. Both parties are mutually restrained from speaking to Brexley about the issues in this case. This provision does not prohibit either parent from answering a direct question from Brexley, in a constructive and supportive manner to the other parent.

e. Both parties are restrained from attempting to influence Brexley's preference regarding custody or parent time which would tend to diminish Brexley's love and affection for the other parent. Both parties are restrained from Brexley where she wants to live.

f. Both parties are restrained and prohibited from repeated asking Brexley questions about the other parent, or living conditions at the other parent's home.

g. Neither party will Post any communications regarding or related to the other party on any social media platform.

h. Neither party will use corporal punishment on Brexley, nor will either party deprive Brexley of bathroom rights, of food and water, or from exposing Brexley to the elements as a form of discipline.

i. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this Section, and will have the affirmative duty to use his or her best efforts to prevent third parties from such violation, or shall remove Brexley from such circumstances.

j. Neither party will use Brexley as a messenger or problem-solver.

k. Neither party shall discuss parental disputes or disagreements in Brexley's presence.

23. Should Brandon relocate to a residence within 100 miles of where Brexley and Kylie then resides', he may initiate Mediation, at his own expense, to Modify the terms of the Parenting Plan outlined herein.

24. **CHILD SUPPORT:** Utah's Office of Recovery Services (ORS), has made an administrative Child Support determination, Case Number: C001657145. The administrative determination is \$403.00 per month child support with Brandon as the Obligor.

The Office of Recovery Services is collecting child support from Brandon, and has determined that at the time of the filing of the Stipulation and Agreement, there is current outstanding arrears of \$3,343.50.

Based on recent tax filings, Kylie's monthly income is \$2773.00 per month. Current ORS records indicate that ORS collected a partial child support payment on May 1, 2025, and was sent to Kylie on June 3, 2025. The last prior child support payment collected by ORS was October 1, 2024. Child Support will remain as administratively determined by the Office of Recovery Services, with Brandon as the obligor with a child support amount of \$403.00 per month.

The above child support obligation will be paid until Brexley reaches the age of eighteen (18) years, or has graduated from high school during her normal and expected year of graduation, whichever occurs later or becomes an emancipated person, pursuant to UCA 81-6-213.

Child support will be payable one-half by the 5th day of each month and one-half by the 20th day of that month. Child support due and not paid by the 5th day of each month is delinquent on the 6th day of the month. Child support due and not paid by the 20th day of each month is delinquent on the 21st day of the month.

The person entitled to receive child support will be entitled to mandatory income withholding relief pursuant to UCA 62A-11 parts 4 and 5 (1953 as amended) and any Federal or State tax refunds or rebates due the obligor parent may be intercepted by the State of Utah and applied to any child support arrearages. This income withholding procedure shall apply to existing and future payors / obligors.

All income withheld shall be submitted to the Office of Recovery Services until such time as the obligor party 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, UT 84145- 0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the obligor party in addition to the base child support obligation.

Each of the parties shall be under mutual obligation to notify the other within ten (10) days of any change in monthly income of thirty percent (30%) or more.

25. **CHILD CARE:** Utah Code Ann. 81-6-209 and 81-6-209.5 shall apply, ordering an equal division of all reasonable work and school related childcare expenses. The party who incurs the expense shall provide proof of the expense to the other party within thirty (30) days of incurring the expense; the party who has incurred the expense shall then be reimbursed within 30 days after providing notice of the expense to the other party.

Only licensed, commercial, child care shall be eligible for reimbursement. Child care provided by family or friends is not reimbursable. Free or low-cost child care should be used, if available, prior to employing commercial child care businesses to provide child care.

Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

26. HEALTH INSURANCE:

- a. Utah Code Ann. 81-6-208 shall apply ordering both parties to maintain medical insurance for the minor children.
- b. Kylie is currently providing insurance coverage for Brexley. In the event other insurance should become available to either party that is more comprehensive and/or at a better price, the parties will transfer the insurance and payment responsibilities.
- c. Any and all out-of-pocket medical expenses of the minor child not covered by a policy of insurance, including the cost of premiums, and any applicable co-payments, deductibles, and other expenses shall be divided equally among the parties.
- d. The party who incurs the expense shall notify the other party within thirty (30) days of incurring such expense; the party who has incurred the expense shall then be reimbursed within 30-days after providing notice to the other party.

A parent incurring medical expenses shall 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 provide the above verification within the thirty-day time period.

e. Pursuant to UCA 15-4-6.7, and UCA 81-6-208, when a court order has been entered providing for payment of medical expenses of a minor child or an administrative order under UCA 62A-22-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order.

Therefore, each party shall:

- i. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child;
- ii. Notify the particular creditor of that party's current address;
- iii. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under UCA 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

f. Kylie and Brandon will cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical and dental expenses.

g. The parent who maintains insurance shall provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, and provide updated health insurance cards.

27. **CHILD TAX CREDIT:** Pursuant to the provisions of the Tax Cuts and Jobs Act of 2017, the Child Tax Credit allowed by that federal statute shall be allocated to the parties pursuant to the provisions of the statute. So long as Brandon is current in his Child Support obligation at the end of the tax year, he is entitled to take the Tax Credit for Brexley in even-numbered tax years. Kylie is entitled to claim Brexley in odd-numbered tax years.

If Brandon is not current in his Child Support obligation at the end of the tax year, Kylie is entitled to claim Brexley in the even-numbered tax year. As of the time of this Stipulation, Brandon is not current in his child support obligation, as determined by ORS in arrears in the amount of \$3,343.50.

28. **SUBSTANCE USE:** Legal and responsible alcohol use is limited to use within the bounds of the Driving Under the Influence statutes of the State the child(ren) are present in with the parent, when operating a motor vehicle, and otherwise, within the guidelines of healthy and responsible use of alcohol as outlined by the American Medical Association. The use of legal substances, including prescription medications, should be limited to use as prescribed, and over-the-counter medicines, within the bounds of the law.

29. **ALIMONY:** The Parties were married less than sixty (60) months between the date of marriage, and the date of separation, therefore the marriage does not qualify for alimony nor spousal support.
30. **VEHICLES:** There are no marital vehicles at issue in this matter.
31. **REAL PROPERTY:** There is no Real Property at issue in this matter.
32. **PERSONAL PROPERTY:** Each Party should retain all of the personal property that they brought into the marriage with them. The division of all personal property has been divided as agreed, and there is no personal property is dispute in this matter.
33. **RETIREMENT BENEFITS:** During the course of the marriage, the parties have acquired interest in retirement. The parties shall be awarded the retirement in their own name, free and clear from any claim from the other party.
34. **FINANCIAL ACCOUNTS AND INVESTMENT PROPERTIES:** The parties' financial accounts, Cryptocurrency, investments, and business interests have been divided and each shall receive the accounts currently in their names.
35. **BUSINESS PROPERTIES:** There are no Business Properties at issue in this matter.
36. **INHERITANCE AND GIFTS:** Any inheritance or individual gifts should be awarded to the party that received the property as their separate property free and clear from any claim by the other party.
37. **INSURANCE COVERAGE:** Each party shall provide their own health insurance and their own life insurance policy.

38. DEBTS:

- a. The liability of any remaining pre-marital debt will fall to the party bringing the debt into the marriage.
- b. All Marital Debt has been disposed of in this matter.
- c. Debt incurred by a party following the Date of Separation, is awarded to the party incurring the debt.
- d. Neither party shall incur any further debt in the other parties' name.

39. **TAXES:** If the Decree of Divorce is signed prior to December 31, 2025, the Parties will file as “Single” tax filers, filing separately, bearing their own tax liability, or benefiting from their own tax refund. If the Decree of Divorce is signed after December 31, 2025, the Parties will file as “Married Filing Separately” bearing their own tax liability, or benefiting from their own tax refund. For tax year 2027 and beyond, the parties will file as “Single” tax filers, with respect to this marriage.

40. **COOPERATION:** Kylie and Brandon will cooperate with each other in each and every other way necessary or proper to ensure that the Decree of Divorce is carried out in every detail.

41. **PUBLIC ASSISTANCE:** One of the parties to this action may be receiving public assistance from the State of Utah that would require notice to the State of Utah, and the State of Utah may be joined as a party in interest in the above-entitled cause of action upon motion.

42. **ATTORNEY'S FEES:** Each party shall be responsible for their own attorney fees and costs.

43. **DOCUMENTS:** Each party shall be ordered to sign all necessary documents, deeds, or conveyances as are needed to transfer property, vehicles or other assets as divided by the Decree of Divorce. Each party shall execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

44. **NAME CHANGE:** The Petitioner retained her maiden name at the time of marriage, so that her name would continue to match that name shown on her Birth Certificate so as to avoid any political confusion. There is no need for an Order for a change of name in this matter.

**ULTIMO DE ORDO – END OF ORDER
JUDICIAL SIGNATURE IS FOUND ON THE TOP
OF THE FIRST PAGE OF THIS ORDER**

RULE 7 NOTICE

The Order was served to the Opposing Party on the 8th day of March 2026, and pursuant to Rule 7(j)(5)(B), more than seven (7) days have elapsed without objection, and the time to object to the form of the order has expired.

CERTIFICATE OF SERVICE

I hereby Certify that on this 24th day of March 2026, the above DECREE was electronically filed with the Clerk of the Court by using the Utah Court's Electronic Court Filing system which sent notification of the filing to the following:

/s/Kimball Christensen (UT-14613)
Attorney for the PETITIONER