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

IN RE THE MATTER OF THE
MARRIAGE OF

PETER PAUL JASS,
Petitioner,
and
AMANDA NICHOLE JASS,
Respondent.

DECREE OF DIVORCE

Judge RANDALL SKANCHY
Commissioner RUSSELL MINAS
Case No. 244906091

This matter comes before the court on Respondent's motion for entry. Respondent being represented by counsel, Braden D. Ellis, and Petitioner being represented by counsel, Jeff D. Rifleman, and stipulate and agree as follows. Respondent acknowledges receipt of the Petition for Divorce, accepts service thereof, agrees to submitting himself to the jurisdiction of this court, and agrees to the entry of a decree of divorce upon the terms set forth herein. Having accepted the Stipulation and Settlement agreement entered into on August 4th, 2026, and entered Findings of Fact and Conclusions of Law, the court now enters as follows:

1. Petitioner is hereby awarded a Decree of Divorce from Respondent which dissolves the bonds of matrimony between them.

2. The parties have two minor children together P.L.J. born December 2014 and D.R.J. born July 2017. The Respondent shall be awarded primary physical custody of the children with Petitioner having parent-time as the parties agree. If they cannot agree then it should Peter's parent-time should be Tuesday evening every week, and every other weekend, pursuant to U.C.A. 81-9-302.

- a. Petitioner shall not use or be under the influence of alcohol during his parent-time. The Respondent is to ensure that third parties are not above the legal limit for BAC, even if the third party is not driving, when around the children, or he shall remove the children from the situation. Should Respondent be above the legal limit for BAC during his parent-time, his parent-time shall be forfeited for that visit, and will be required to show that is not above the legal limit for BAC before picking up the children for the next visit.
- b. Respondent shall purchase a breathalyzer test machine of her choosing.
- c. Should Respondent suspect Petitioner is intoxicated at the exchanges, Petitioner agrees to use the breathalyzer Respondent purchased. If he exceeds the legal intoxication limit, or refuses to take the breathalyzer test, Petitioner will forfeit that parent-time.
- d. Should Petitioner fail or refuse a breathalyzer test, Petitioner may maintain his designated parent-time as long as he is able to secure an agreed upon supervisor for his parent-time. Any cost associated with the supervisor shall be the sole responsibility of the Petitioner.

- e. Should Petitioner still reside within the country, the parties agree to engage in discussions about the agreed upon parent-time schedule.

3. The parties shall follow the current holiday schedule found in U.C.A. 81-9-302, as follows:

Holiday	Holiday Time Period	Years Non-custodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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 p.m. on Memorial Day.		
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.		All years
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.	All years	
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before	Odd years	Even years

	Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.		
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

4. The Parties should be awarded Joint legal custody of the child, with the following parenting plan.

Parenting Plan

- A. Each party is granted day-to-day decision making authority and emergency decision making authority.
- B. With regard to major decisions, the parties shall discuss major decisions in an attempt to reach an agreement. Major decisions shall include, but are not

limited to: non-emergency mental and physical healthcare decisions, education, and religious upbringing.

- C. If parties cannot reach an agreement on a major decision, the parties shall:
 - a. First, attempt to resolve the dispute by following the recommendation of any applicable expert in the area of the decision such as a healthcare professional or school counselor.
 - b. If an agreement still is not reached, Amanda shall be allowed to make an interim final say decision and if Peter does not agree with Amanda's decision, he can bring the matter before the court for review.
- D. Both parties shall have open access to all information regarding the child's education, medical records, and religious records.
- E. Regarding relocation, both parties shall be required to follow the provisions contained in Utah Code 81-9-209 (relocation statute) with regard to relocation including providing 60 days advance written notice if they will relocate more than 149 miles from the residence of the other parent.
- F. All communication will be courteous and civil and will be related to the minor children only.
- G. The parties should focus on the needs and interests of their children ahead of their own interest and should give their children the opportunity to have a meaningful relationship with both of them.
- H. They shall be supportive of the children's spending meaningful time with both parents and shall enforce, encourage and support the time-sharing plan. The

parties shall not place the children in a position to choose whether to exercise parent-time with the other. If the children ask to stop parent-time early, the parties shall inform the children that it is not their choice to make and that they need to follow the parent-time schedule.

- I. The parties shall hold each other in high esteem in their conversations with the children and encourage their continuing love and affection for both parents. In no event shall either party demean or disparage the other parent in the children's presence or permit any third party to do so. The parties shall specifically not permit any person under their control, which includes but is not limited to their spouses and boyfriends/girlfriends, to disparage or demean the other parent in the children's presence.
- J. The parties shall recognize that their children's self-esteem is affected by having a positive perception of both parents. They shall only say positive things about the other parent, emphasizing personal strengths as much as possible.
- K. The parties will not use the children as messengers or problem-solvers. The parties shall not interrogate the children about the activities, events, or occurrences that happen with the other parent. They shall not ask the children to report about disciplinary measures used by the other or ask them to intervene in any way. The parties shall not involve the children in resolving disputes between the parents. The parties shall not discuss any aspect of the divorce with the children, including but not limited to the reasons for the

divorce, the court proceedings, or any pleadings or filings made by the parties.

- L. The parties should cooperate with each other and adjust their time-sharing arrangements to accommodate the special events described under U.C.A. Section 81-9-202, which should include attendance of special events for extended family members.
- M. Virtual Parent-Time: Both parties shall have the right to virtual parent-time with the minor children at reasonable times and for reasonable durations. The minor children shall be allowed to contact both parents at any time they desire. The parties shall not use this paragraph to unduly interrupt the other party's parent-time, understanding the importance of allowing the children to settle in to both homes.
- N. Emergency Medical Decisions: The parent who has the child at the time of any emergency medical condition has authority to make any decision regarding emergency medical care. The parties should notify the other parent of the emergency as soon as possible.

****End of Parenting Plan****

5. Petitioner is currently employed at Landstar Transportation Logistics, Inc. He has worked, and it is appropriate that for child support purposes his income be determined to be \$9,583 per month.

6. Respondent is currently employed by Ultradent and earns approximately \$5,200 per month gross income.

7. Based on the parties' respective incomes, and in accordance with Utah guidelines for child support, Petitioner shall be ordered to pay \$1,385 per month in child support beginning July 1, 2026.

- a. Child support for each child terminates when that child reaches 18 years of age, or graduates from high school during the minor child's normal and expected year of graduation, whichever occurs later.
- b. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.
- c. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

8. As part of this global settlement, the parties agree that Petitioner shall be deemed current on all child support prior to July 1, 2026.

9. While Petitioner is obligated to pay child support Petitioner shall maintain a life insurance policy of not less than \$100,000 with Respondent named as the beneficiary.

10. Respondent shall maintain medical care insurance for the dependent children so long as it is available at a reasonable cost. The parties shall equally share the costs of the children's medical insurance premiums and the costs of any medical care which are not covered by insurance. Consistent with statute, the child support obligor shall be permitted to deduct the obligee's share of health insurance premiums from the monthly base child support amount.

- a. The minor children's portion of the premium should be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.
- b. If at any time the minor children are covered by both parents' insurances, each party should be responsible for their own insurance premiums.
- c. The parent ordered to maintain insurance should provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the minor children and, thereafter, on or before January 2 of each calendar year. The parent should notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or

benefits within 30 calendar days of the date that parent first knew or should have known of the change.

- d. A parent who incurs medical expenses should provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
- e. A parent incurring medical 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 subparagraph D above.
- f. The parent to whom written verification is provided should reimburse the parent who incurred the medical expenses one-half of the amount of the out-of-pocket costs within 30 days of receipt of the written verification.
- g. If, at any point in time, the minor children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Respondent should be primary coverage for the minor children and the health, hospital, or dental insurance plan of Petitioner should be secondary coverage for the minor children. If the minor children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household should be treated as if it is the plan of the

parent and should retain the same designation as the primary or secondary plan of the minor children.

- h. According to Utah Code Annotated, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

11. The parties shall equally share all expenses for current extracurricular activities for the minor children, or future extracurricular activities so long as the activity is agreed upon by each party in writing. A party who incurs an extracurricular expense shall provide written verification of the cost and payment of expenses to the other parent within 30 days of payment. The other parent should reimburse the party incurring the expenses within 30 days of receiving said written verification.

12. As part of the terms of this global settlement, the parties agree that neither has a need for, and neither party shall receive alimony.

13. The parties own the real property located at 14606 Chaumont Ct., Draper, Utah 84020 ("the Property"). Petitioner shall have exclusive possession of the Property, subject to the terms of this Decree, for so long as Petitioner maintains the Property. Petitioner shall continue to pay the mortgage, property taxes, and any other amounts necessary to keep the Property current until the Property is sold or refinanced as provided herein. Respondent may request proof that all home expenses are current at any time. If the home expenses are not current, Petitioner shall have 15 days to get the accounts current. If Petitioner fails to do so, the home shall be listed for sale immediately.

14. Prior to listing the property for sale, the parties must agree on the listing price. If they cannot agree, the home shall be appraised, with the parties sharing that cost equally, and the home shall be listed for the appraised value. Once the home is listed, no offer before listing price shall be accepted without written approval of both parties.

15. Each party shall retain a one-half equitable interest in the Property and its equity. Within five (5) years from the entry of the Decree of Divorce, Petitioner shall cause the Property to be listed for sale. If the Property has not been sold within five (5) years of the entry of the Decree, the Property shall immediately be listed for sale. Upon sale or refinance resulting in the removal of either party from title or liability, the net equity in the Property shall be divided equally between the parties, with each party receiving fifty percent (50%) of the equity.

16. Petitioner shall pay to Respondent an amount of \$50,000 within thirty (30) days of the signing of this agreement. This \$50,000 shall be treated as an advance from her equitable share at the time of sale of the property listed above.

17. As long as the provisions in paragraph 12 above are fully complied with, Respondent shall waive her claim to the approximate \$125,000 that Petitioner has recently withdrawn from his retirement accounts.

18. Both parties shall be awarded his or her remaining retirement accounts free of any claim from the other party.

19. Each party shall keep the bank accounts in his or her own name as his or her separate property. Any joint account shall be divided equally between the parties and then closed.

20. Each party should be awarded the vehicle in his or her possession as his or her separate property free of any claim from the other party. Each party shall hold the other party harmless on any and all debts and expenses associated with the vehicle awarded to that party.

21. The parties' personal property shall be divided equally between the parties. The parties shall be awarded the personal property in his or her possession currently, except that Respondent shall be awarded the children's furniture still in the marital home.

22. As part of this global settlement, Petitioner shall be awarded the parties' camp trailer as his sole and separate property. Petitioner shall hold Respondent harmless on any and all debts and expenses associated with the trailer.

23. The parties shall split the child tax exemptions with each claiming one child while there are two minor children. The parties shall alternate the children tax exemptions beginning the tax year that there is only one minor child. Amanda shall claim the child in odd tax years, and Peter shall claim the extra child in even tax years. Peter shall only be allowed to claim the tax exemptions as long as he is current on all of his support obligations on December 31. If he is not current he shall not be eligible to claim any of the child tax exemptions or credits.

24. Any remaining debt of the marriage should be repaid by the party who incurred the debt. Each party should hold the other harmless with respect to the debts they are to repay.

25. As authorized by Utah Code Annotated, Section 30-3-5(2)(c)(ii), the parties should notify respective creditors or obliges, regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses.

26. Each party shall be required to execute and deliver any documents necessary to implement the terms of the decree of divorce. This shall include the releases of cell phone numbers, utility bills, joint insurance policies, etc. to complete the separation of obligations while ensuring continuity of service.

27. The parties shall pay their own attorney fees.

28. Respondent should be restored to her maiden name if she so desires.

29. **Final Agreement:** The parties agree that this Agreement is a complete and integrated settlement of all rights either party may have in the other's property, whether presently existing or hereafter acquired. They agree that this Agreement represents a fair and equitable resolution of the issues presented in this matter. There are no prior or contemporaneous agreements between the parties. The parties recognize their right to present evidence at a trial before the Court, and they waive that right. Each party has had the opportunity to ask any questions of the other that they want to ask, and they need no further answers before entering into this agreement.

30. **Modification of Agreement:** No modification or waiver of any of the terms of this Agreement shall be valid, unless in writing and signed by both parties. No waiver

of any subsequent breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

31. **Failure of Performance:** The parties agree that if either party fails in the performance of any of his or her obligations under this Agreement or the Decree, the aggrieved party should have the right to sue for damages for the breach thereof, or to seek such other legal remedies that may be available to him or her, including attorney's fees being awarded for the breach.

*****END OF DECREE*****

In accordance with URCP Rule 10(e), this document does not bear a handwritten signature, but instead displays an electronic signature on the first page of this document along with the court's seal and the date the order was executed.

APPROVED AS TO FORM:

/S/JEFF D. RIFLEMAN_ (Signed with permission via email 8-7-2026)
JEFF D. RIFLEMAN, Counsel for RESPONDENT