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

In the Matter of the Marriage of:

Amy Brandt

and

Jeffrey Adam Brandt

DECREE OF DIVORCE

Civil No. 244902340

Judge Thaddeus May

Commissioner Joanna Sagers

The above-entitled matter came before the court on Amy Brandt's Petition for Divorce, the parties' Stipulation, and Jeffrey Adam Brandt's Declaration of Jurisdiction and Grounds. Amy Brandt hereinafter will be referred to as "Amy" and Jeffrey Adam Brandt hereinafter will be referred to as "Adam". The Court, having entered the Findings of Fact and Conclusions of Law, now orders that the parties are awarded a Decree of Divorce from one another on the grounds of irreconcilable differences and their marriage is hereby dissolved. The Court ORDERS, ADJUDGES, and DECREES:

Jurisdiction

1. Amy and Adam are residents of Salt Lake County, State of Utah, and have been so for at least three months immediately prior to the commencement of this action.

2. The parties were married on November 8, 2013. The parties separated April 2024.

Grounds

3. During the course of the marriage, the parties have experienced irreconcilable differences, making continuation of the marriage relationship impossible. A decree of divorce should be entered, dissolving the bonds of matrimony.

Child(ren)

4. Two children have been born as issue to this marriage, namely, C.B. (born 09/30/12), and I.B. (born 08/12/16).

5. The minor children have resided continuously with the parties in Utah. There has been no prior litigation and there is no pending litigation, other than this action, concerning the custody of the children either in Utah or any other State. There are no other persons who have physical custody of said children or who claim to have custody or visitation rights with respect to these children.

Other Cases

6. Neither party is aware of any other pending cases involving the minor children.

Custody

7. The parties shall share joint legal custody of the children, with the following decision-making and dispute resolution as adopted from the prior Order on Stipulation Re: Temporary Orders.

a. Decision-Making. The parties shall make joint decisions regarding the minor children on significant issues, such as education, health care, and religious upbringing. Either party may make emergency health and safety decisions for a

minor child and shall inform the other party as soon as practicable of the nature of the emergency and of the decision made. Day-to-day decisions regarding the care, custody, and control of the minor children shall be made by the party who is exercising parent-time.

b. Dispute Resolution. If the parties disagree on a major decision concerning the minor children, the parties shall use the following decision-making procedure as their guide:

- i. The parties shall initially identify the issue;
- ii. The parties shall research the issue and possible solutions related to the issue and to listen to and understand each other's perspectives;
- iii. The parties shall brainstorm all possible solutions related to that specific issue, including consulting any necessary and appropriate professionals (doctors, teachers, dentists, religious leaders, etc.), and give those recommendations great weight;
- iv. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the child, to reach a "win win" solution.

c. Tie-Breaking Procedure. If the parties cannot reach a consensus regarding a major parenting decision affecting the minor children, the parties shall mediate the issue and split the mediation costs equally.

8. If the parties are still unable to agree on a decision after following all the procedures in the provisions in Paragraph 7, then the Court can make the decision.

9. Although this is entered as a final order, either party may come back and ask for a review and changes by filing a motion without the need to file a petition to modify.

10. This situation is in flux and not fully stabilized.

11. However, if Adam wants 50/50 custody, he needs to be within a reasonable distance of Amy and cannot be living in North Salt Lake.

Child Support

12. . Adam's gross monthly income is \$5,833 based on his salary of \$70,000. Amy represents that she currently is working solely on a commission basis and has recently earned less than minimum wage due to house closing and moving duties. The court had previously found that she had the capacity to earn \$20 an hour, and therefore, her gross monthly income is \$3,467 for full-time imputation.

13. According to the parties' incomes and the Uniform Child Support Guidelines, using a joint custody worksheet, with Adam having 145 overnights and Amy having 220 overnights, Adam is ordered to pay \$708 per month for the support of the parties' minor child effective June 1, 2026.

14. Adam's support of the minor child shall continue until said 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.

15. Adam shall pay the monthly child support amount in equal installments on the 5th and 20th days of each month, unless the services of the Office of Recovery Services are utilized, at which point, different due date(s) may apply. Adam shall pay the support directly to Amy in a method agreed upon by the parties.

Health Care Coverage and Medical Costs

16. Pursuant to UTAH CODE ANN. §81-6-208, if health care coverage for the benefit of the minor child is available to either party at a reasonable cost, that party is required to maintain said health care coverage.

17. If health care coverage for the benefit of the minor child is available to both parties at a reasonable cost, the parties are free to choose either available plan on which to enroll the minor child.

18. If the parties cannot agree, the party who can obtain the best insurance at the most reasonable price is required to provide health care coverage for the child. If both parties provide health care coverage, the oldest parties plan is identified as primary and each party shall be 100% responsible for the cost of the premium of their respective insurance during the time periods that the child is double covered. The parties shall make best efforts to give first priority to providers covered by insurance in choosing care and providers.

19. Both parties should equally share the out-of-pocket costs of the health care coverage premium actually paid by a parent for the child's portion of health care coverage. The child's portion of the health care coverage premium will be calculated by dividing the health care coverage 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.

20. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical, mental health, and dental expenses, including deductibles and co-

payments, incurred for the minor child, and actually paid by the parties.

21. The parent ordered to maintain health care coverage shall provide verification of health care 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 dependent child, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or should have known of the change.

22. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

23. 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 provide notice within 30 days.

24. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

PARENTING PLAN

25. **Physical Custody and Parent Time.** The parties shall share joint physical custody of the children, with the children remaining primarily with Amy, and with Adam's parent-time subject to U.C.A. Sec. 81-9-303, which gives him one midweek overnight each week and alternating weekends until Monday morning. However, the parties are allowed to deviate from the schedule as long as both parties are in mutual

agreement, and so if the children want to spend extra time with Adam, then Amy should not deny that time without reason; and if the children wish to remain with Amy to engage in a neighborhood or school event, Adam should not deny that without reason.

26. Holidays. The parties shall also follow the holiday and extended parent-time schedule in U.C.A. Sec. 81-9-303, with Adam as the noncustodial parent and Amy as the custodial parent.

27. Summer/Extended Parent Time: Summer parent time is as the parties agree, or pursuant to the normal time-sharing arrangement during the year except that each party is awarded a two-week period of extended parent-time. For the extended time in odd-numbered years: Adam shall provide written notice to the other parent by March 1 and the other parent shall provide written notice by March 15; and in even-numbered years Amy shall provide written notice to the other parent by March 1 and then the other parent shall provide written notice by March 15. If a parent fails to provide a notification within the time periods described above and the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

28. Transportation: Exchanges shall occur as agreed upon by the parties, or by pick-up or drop-off at school, and curbside when school is not in session. The party beginning his or her parent time shall pick up the child.

29. The parties shall cooperate and be flexible in the pick-up and delivery and be mindful of the importance of promptness. Should either parent not be available to

transport the child, either parent may designate an appropriate person to provide said transportation but should provide the other parent with the name and contact information of the person.

30. Out-of-State Travel/Vacation: If either parent takes the minor child outside the State of Utah, they shall inform the other party 30 days in advance, if possible, and provide the other parent with the travel itinerary and make arrangements for maintaining reasonable contact with the other party during the trip. The parties shall cooperate in obtaining a passport and signing documentation for the minor child if it is required for travel.

31. Education Plan: The children shall remain in their schools and feeder schools in which they are currently enrolled unless agreed upon otherwise by the parties.

32. Education Expenses: In addition to any child support obligation, both parties are equally responsible for the child's necessary educational related expenses. Said expenses include enrollment fees, necessary tutoring related expenses, field trip expenses, and any other necessary school expenses.

33. Communication/Exchange of Information: The child shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the child regarding special events, homework assignments, parent/teacher meetings, report cards, medical events, and prescriptions that the other parent may not have access to. Information relating to the child shall be provided to the other parent as soon as it is practical.

34. Extended Family Relationships: The parties shall encourage the child to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the child to attend special events for the other family and permitting the child to spend time with extended family for special events.

35. Maintaining Contact: Regardless which parent the child is with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

36. Relocation: If either party intends to relocate, the parties shall follow the notice process outlined in UTAH CODE ANN. §81-9-209.

37. Extracurricular Activities and Sports: The parties shall encourage and support the child's participation in extracurricular activities and sports. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. The parties shall attempt to allow participation in activities in which the child expresses a desire to participate. The parties shall equally share the cost of any extracurricular costs that are agreed to in writing

38. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well.

39. Special Considerations:

- a. Both parents shall have access directly to all school reports including school, child care and medical records, shall be listed as "emergency contacts"

and shall be notified immediately by the other parent in the event of a medical emergency.

b. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

c. The parties shall not use any form of corporal punishment and shall not scream at, berate, or call the child names.

d. Both parties shall refrain from involving the child in “divorce issues.” Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another’s homes (other than general conversation); and involving the child as “messengers” between the parties.

e. Both parties shall immediately provide the full name and birthdate of any adult or minor child living in their residence.

f. Both parties shall refrain from using illegal or un-prescribed drugs and from becoming intoxicated while the child is in his or her care. “Intoxicated” is defined as drinking more than two mixed drinks, or three beers in a four-hour period.

g. Neither party shall ever drink and drive with the child in the car, nor shall either of them knowingly allow the child to be in a moving vehicle of any kind in which the driver is under the influence of alcohol and/or drugs.

h. Until there is no longer a pending DUI case, Adam shall use BACtrack to measure alcohol use before pick-up and drop-off of the kids for his parent time. Adam shall take a screenshot and send that screenshot to Amy immediately after testing.

40. Violation of Parenting Plan: If either parent fails to comply with a provision of this Parenting Plan, the other parent's obligations under the Parenting Plan or final Decree of Divorce shall not be affected.

END OF PARENTING PLAN

Personal Property

41. During the course of the marriage, the parties acquired certain items of personal property, which they have already divided. Each party shall be awarded all personal property in their current possession. All separate property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources are awarded to the party from whose family it came.

Real Property

42. The marital home the parties acquired during the marriage has been sold and there remains a portion of the proceeds of the home in escrow. Amy is awarded the entirety of the money in the escrow account as a full and final property settlement. That amount as of September 16, 2026 is approximately \$13,262.77.

Business Interests and Related Assets

43. The parties have acquired no known interest in any business during the course of the marriage.

Alimony

44. Each party is fully capable of supporting himself and herself and therefore, neither party is awarded alimony at any time, and shall forever waive any such claim.

Debts and Obligations

45. Each party shall pay for and hold the other harmless from liability for any and all debts in their name.

46. Pursuant to UTAH CODE ANN. §81-4-406, the parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days.

Provisions Relating to Financial Assets

47. During the course of the marriage the parties acquired financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts. Each party is awarded all financial assets and accounts in their respective names, free and clear from any claim by the other.

Retirement Accounts

48. The parties have not acquired any interest in any retirement accounts, including 401k accounts, IRA accounts, pension, or profit-sharing plans during the course of the marriage.

Personal Conduct

49. Both parties are permanently restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one

another.

Taxes

50. The parties shall equally share claiming the children on taxes, with each parent claiming an equal number of children each year. In any years there are an unequal number of children, the parties will alternate the odd numbered child. Adam must be current in all child support expenses, as of December 31st of the tax year in question, in order to claim any tax benefit from the children. If they are not current, the other parent shall have the right to claim the children until they become current in their support obligations. The parties should each execute any necessary tax forms to enable the other to claim said child tax credits.

Attorney Fees

51. Each party shall assume their own costs and attorney's fees incurred in prosecuting this action.

52. If either party violates any terms of the Decree, once approved by the Court, and should court action become necessary, the other party shall pay any attorney's fees necessary to enforce the Decree.

Other

53. Amy Brandt is, at her option, restored to the use of her former name, "Amy Perschon" if and when she so desires.

54. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

55. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

****SIGNATURE OF COURT AT TOP****

NOTICE

PLEASE TAKE NOTICE that above and foregoing DECREE will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7, plus (7) days for mailing, if applicable.

APPROVED AS TO FORM:

/s/ Daniel Young

Electronically signed with permission from
Daniel Young
Limited Scope Attorney for Amy Brandt

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served, via email and e-filing a true and correct copy of the foregoing *Decree of Divorce* on this 16th day of September 2026, to the following:

Daniel Young
Amy Brandt

/s/ Heather Comeau Rupp

