FILED DISTRICT COURT
Third Judicial District
NOV 05 2026
Salt Lake County
By: _____ Deputy Clerk

Jason Deen Wohlgemuth
My Name
2019 West 7705 South
Address
West Jordan, UT 84084
City, State, Zip

In the District Court of Utah

Third Judicial District Salt Lake County

450 South State Street, Salt Lake City, Utah 84114

Jason Deen Wohlgemuth, Petitioner v. Toni Renee Wohlgemuth, Respondent	**Divorce Decree** 254902335 Case Number Gibson Judge Luhn Commissioner

The court decrees:

DIVORCE

1. Jason Deen Wohlgemuth is granted a divorce based on the DECLARATION OF JURISDICTION AND GROUNDS FOR DIVORCE filed concurrently. The divorce will become final upon entry of the divorce decree.

CHILDREN

2. Jason Deen Wohlgemuth and Toni Renee Wohlgemuth are the legal parents of the following children. This court has jurisdiction to make orders about these children:

   a. Sayer Wohlgemuth, born 07/06/2010

   b. Taber Wohlgemuth, born 05/16/2014

CHILDREN – CUSTODY

3. The parties are awarded joint legal custody, but award Jason Deen Wohlgemuth primary physical custody. Toni Renee Wohlgemuth shall have the right to parent-time at reasonable times and places.

PARENTING PLAN

4. **Parent-time schedule.** The parents will follow a custom parent-time schedule.

The children will live with Jason Deen Wohlgemuth and will have parent-time with Toni Renee Wohlgemuth according to a custom parent-time schedule. Jason Deen Wohlgemuth will be the custodial parent:

All decisions will be made by both parents jointly regarding visitation.

5. **Holiday schedule.** The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) the time that school is regularly dismissed. (b) 9 a.m. if school is not in session and the parent can be with the child; (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years - Toni Renee Wohlgemuth	Even years – Jason Deen Wohlgemuth
Presidents' Day	(1) Holiday begins Friday at: (a) the time that school is regularly dismissed. (b) 9 a.m. if school is not in session and the parent can be with the child; (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years - Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
Spring Break	(1) Holiday begins at 6 p.m. on the day	Odd years - Toni	Even years – Jason

	that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Renee Wohlgemuth	Deen Wohlgemuth
Memorial Day	(1) Holiday begins Friday at: (a) the time that school is regularly dismissed. (b) 9 a.m. if school is not in session and the parent can be with the child; (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years - Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
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 – Toni Renee Wohlgemuth	
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 – Jason Deen Wohlgemuth
Juneteenth National Freedom Day	(1) Holiday begins: (a) the day before Juneteenth National Freedom Day at 6 p.m. if the day before Juneteenth National Freedom Day is not Father's Day; or (b) on Juneteenth National Freedom Day at 9 a.m. 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 -- Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years – Toni Renee Wohlgemuth	Even years – Jason Deen Wohlgemuth
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years – Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
Labor Day	(1) Holiday begins Friday at:	Odd years – Toni	Even years – Jason

	(a) the time that school is regularly dismissed. (b) 9 a.m. if school is not in session and the parent can be with the child; (2) Holiday ends at 7 p.m. on the day before school resumes.	Renee Wohlgemuth	Deen Wohlgemuth
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 – Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
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 – Toni Renee Wohlgemuth	Even years – Jason Deen Wohlgemuth
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 – Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years – Toni Renee Wohlgemuth	Even Years – Jason Deen Wohlgemuth
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years – Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
Winter Break (First Half)	(1) Holiday begins at the time school is regularly dismissed on the day that school dismisses for winter break. (2) Holiday ends on December 27th at 7 p.m.	Odd years – Toni Renee Wohlgemuth	Even years – Jason Deen Wohlgemuth

Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m.	Odd years – Toni Renee Wohlgemuth	Even years – Jason Deen Wohlgemuth
Christmas Day	(1) Holiday beings on December 24th at 9 p.m. (2) Holiday ends on December 25 at 9 p.m.	Odd years – Toni Renee Wohlgemuth	Even years – Jason Deen Wohlgemuth
New Year's Eve	(1)Holiday begins on December 31st at 4 p.m. (2)Holiday ends on January 1st at 9 a.m.	Odd years – Toni Renee Wohlgemuth	Even Years – Jason Deen Wohlgemuth
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Odd years – Toni Renee Wohlgemuth	Even Years – Jason Deen Wohlgemuth
Summer Break	Toni Renee Wohlgemuth will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Toni Renee Wohlgemuth. Toni Renee Wohlgemuth will have an additional two weeks of extended Summer Parent-time at the option of Toni Renee Wohlgemuth, subject to weekday parent-time for Jason Deen Wohlgemuth, but not weekends normally exercised by Jason Deen Wohlgemuth. Toni Renee Wohlgemuth will notify Jason Deen Wohlgemuth of the summer break extended parent-time by May 1 each year. Jason Deen Wohlgemuth will also have two weeks of uninterrupted extended parent-time when school is not in session, at the option of Jason Deen Wohlgemuth. Jason Deen Wohlgemuth will notify Toni Renee Wohlgemuth of the summer break extended parent-time by May 15 each year. If the notification		

	by Toni Renee Wohlgemuth is not timely, Jason Deen Wohlgemuth may determine the schedule for extended parent-time for Toni Renee Wohlgemuth, so long as Jason Deen Wohlgemuth has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years – Toni Renee Wohlgemuth	Odd years – Jason Deen Wohlgemuth
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. Holiday ends at 9 p.m.	Odd years – Toni Renee Wohlgemuth	Even years – Jason Deen Wohlgemuth.

6. **Parent-time transfers.** Pick-up and drop-off of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

7. **Decision-making.** Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

- The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

8. **Education plan.** The school the children will attend is based on a specific plan for where the children will attend school: The children will attend the school of the parent's location who has majority custody. Jason Deen Wohlgemuth has authority to check the children out of school. Toni Renee Wohlgemuth has authority to check the children out of school. Jason Deen Wohlgemuth has access to the children during school. Toni Renee Wohlgemuth has access to the children during school.

9. **Communication with each other.** The parents agree they will:

- Provide age-appropriate help to the children to communicate with the other parent.

- Give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

Parents and children may communicate with each other:

- Whenever the children choose.

- By any method

10. **Records and information sharing.** Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

11. **Travel by the children.** During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

12. **Military service by a parent.** Neither parent is a servicemember.

13. **Relocation of a parent.** If either party moves more than 149 miles from the other parent, the moving parent will provide advance written notice of the intended relocation to the other parent. If possible, the notice will contain statements affirming that:

a. The parent time provisions in Utah Code 30-3-37(5) or a schedule approved by both parties will be followed; and

b. neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

If either parent lives more than 149 miles away from the other or the parents live in separate countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time allowed to the noncustodial parent:

a. In years ending in odd number, the minor children will spend the following holidays with the non-custodial parent:

    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;

b. In years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

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; and

c. Extended parent-time equal to ½ of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

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

iii. If a child 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 the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be shared equally.

If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the children, they will be responsible for the child's related travel expenses.

Reimbursement of the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

14. **Changing the plan.** This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

15. **Resolving disputes.** If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children.

If the parents are unable to agree, they will go to the following before bringing the issue to the court:

Toni Renee and Jason will resolve disputes together.

INCOME

16. Jason Deen Wohlgemuths' adjusted gross monthly income for child support purposes is $2,600.00. His base child support amount using the sole custody calculation is $589.00 per month. He receives the following gross monthly income:

a. Jason Deen Wohlgemuth is employed at Youth Care. He earns $2,600.00 gross monthly income working a 40-hour a week job or less.

17. Toni Renee Wohlgemuth's adjusted gross monthly income for child support purposes is $2,860.00. Her base child support amount using the sole custody calculation is $649.00 per month. She receives the following gross monthly income:

a. Toni Renee Wohlgemuth is employed at Stone Canyon Eye Care. She earns $2,860.00 gross monthly income working a 40-hour a week job or less.

CHILD SUPPORT

18. Toni Renee Wohlgemuth is ordered to pay child support to Jason Deen Wohlgemuth as follows:

a. $649.00 per month base support. This amount complies with the Utah Child Support Act.

Unless the Court orders otherwise, support for each child ends when:

- A child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- A child dies, marries, becomes a member of the United States armed forces, or is emancipated.

19. Once a child is no longer eligible to receive child support, the support amount for the eligible children will be recalculated using the child support worksheet. The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

20. Child support payments will start the month immediately following entry of the order. The payment schedule will be:

- One half by the 5th day of each month, and
- The other half by the 20th day of each month.

Child support not paid by the 5th day of the month is past due on the 6th day of the month. Child support not paid by the 20th day of the month is past due on the 21st day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.

21. The person ordered to receive child support can request mandatory income withholding. If support is past due, the State of Utah may take federal or state tax refunds or rebates and apply the amounts to the child support owed.

Withheld income will be sent to the Office of Recovery Services until all past-due support is paid. Child support payments will be sent to:

Office of Recovery Services

PO Box 45011

Salt Lake City, Utah 84145-0011

Unless ORS gives notice that payments will be sent elsewhere.

If ORS begins mandatory income withholding, child support id due on the first day of each month and will be past due on the first day of the next month.

22. Jason Deen Wohlgemuth and Toni Renee Wohlgemuth will each pay half of any ORS fee.

If a fee is withheld from payments to Toni Renee Wohlgemuth, Jason Deen Wohlgemuth will reimburse Toni Renee Wohlgemuth for half the fee. If a fee is withheld from payments to Jason Deen Wohlgemuth, Toni Renee Wohlgemuth will reimburse Jason Deen Wohlgemuth for half the fee.

23. The issue of past-due child support may be decided by future court or administrative action.

24. The parties must notify each other within 30 days of any change in their income.

25. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- 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,
- The difference is not temporary, and
- The amount previously ordered was not a deviation from the child support guidelines.

If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate.

26. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- Custody;
- The relative wealth or assets of the parties;
- Income of a parent of 30% or more;
- The employment potential and ability of a parent to earn;
- The medical needs of the child; or
- The legal responsibilities of either parent for the support of others.

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law.

DEPENDENT CHILDREN FOR TAX PURPOSES

27. Jason Deen Wohlgemuth may claim the parties' children as dependents/exemptions for tax purposes.

CHILD HEALTH CARE

28. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage.

The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

    - Jason Deen Wohlgemuth's insurance will be primary coverage.

    - Toni Renee Wohlgemuth's insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the coverage will be as follows:

    - Jason Deen Wohlgemuth spouse's insurance will be primary coverage.

    - Toni Renee Wohlgemuth Spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes

deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

PUBLIC ASSISTANCE STATEMENT

29. Neither party has received or is receiving public assistance from the State of Utah.

PERSONAL PROPERTY

30. All personal property not addressed in the divorce will be divided as the parties have already divided it.

31. Bank and credit union accounts will be divided as follows:

a. Account number: Unknown

Name of Institution: AFCU

Address: Unknown

Account Balance: $0.00

Names on Account: Jason Deen Wohlgemuth

Divide as follows: Don't Divide.

DEBTS

32. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

REAL PROPERTY

33. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

ALIMONY

34. Neither party will pay alimony.

RETIREMENT MONEY

35. The parties do not need a court order about retirement money.

DUTY TO SIGN DOCUMENTS

36. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document.

NAME CHANGE

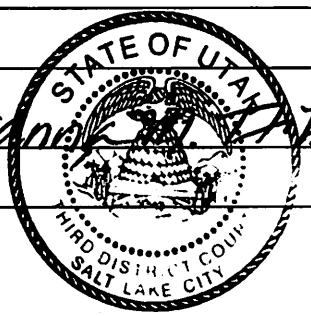
37. Toni Renee Wohlgemuth changed her name when the parties married. Her name will be Toni Renee Rotert after the divorce.

_____ Sign here ▶ _____
Date

Recommended by Commissioner _____

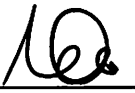
November 4, 2022 Sign here ▶ Dianna M. Gibson
Date

Ordered by Judge _____



Approved as to form.

05/12/2026

10/25/2026 Signature ▶ 

Date

Plaintiff/Petitioner, Attorney or Licensed Paralegal Practitioner

Jason Deen Wohlgemuth

Signature ▶

Date

Defendant/Respondent, Attorney or Licensed Paralegal Practitioner

Toni Renee Wohlgemuth

Certificate of Service			
I certify that I served a copy of this Divorce Decree on the following people.			
Person's Name	Method of Service	Served at this Address	Served on this Date

Certificate of Service

I certify that I served a copy of this Divorce Decree on the following people.

Person's Name	Method of Service	Served at this Address	Served on this Date
Toni Renee Wohlgemuth (Respondent)	[ ] Mail [ ] Hand Delivery [ ] Fax (Person agreed to service by fax.) [X] Email (Person agreed to service by email.) [ ] Left at business (With person in charge or in receptacle for deliveries.) [ ] Left at home (With person of suitable age and discretion residing there.)	tonirenee.dream@gmail.com	05/12/2026

05/12/2026 Sign here ▶ _____

Date

Typed or Printed Name Jason Deen Wohlgemuth