

The Order of the Court is stated below:

Dated: February 22, 2024
10:24:24 AM

/s/ ANDREW H STONE
District Court Judge



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

In the Matter of the Marriage of:

BRANDON CAMPBELL,

Petitioner,

and

MICHELLE CAMPBELL,

Respondent.

**DECREE OF
DIVORCE**

Civil: 234904487

Judge: Andrew Stone

Commissioner: Michelle Blomquist

The Parties stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on January 30, 2024. Petitioner was Respresented by Danielle Wallace. Respondent was Represented by Ashley Wood. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is

hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

2. Children. The following are minor children of the parties.

1. Name	2. Date of Birth
3. C.C.	4. October r 2019
5. G.C.	6. November ber 2022

PARENTING PLAN

3. 1Custody/Parent time. The parties are awarded joint physical custody of their minor children. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Michelle	Michelle	Michelle	Brandon	Brandon	Brandon	Brandon
Week 2	Michelle	Michelle	Michelle	Brandon	Michelle	Michelle	Michelle

a. Brandon's alternating weekend shall extend Friday after school (or 9 a.m. if school is not in session) until Monday morning with drop off to school (or 9 a.m. when school is not in session.)

b. Brandon shall have a midweek overnight after school (or 9 a.m. if school is not in session) on Thursday until Friday morning with drop off to school (or 9 a.m. when school is not in session.)

c. Additionally, due to the parties' work related travel schedules it is anticipated that each party will have additional overnights when the other is out of town for work.

d. Extended Parent Time During the Summer: In addition to the regular parent time each party shall be awarded two weeks of uninterrupted parent time during the summer. The parties agree that extended time in the summer shall be exercise in no more than a one-week block at a time, separated by at least three (3) weeks until the youngest reaches the age of 3, and then the parties may exercise one two-week consecutive block of uninterrupted extended parent time during the summer.

4. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the children by May 1 each year for first option parent and May 15 for second option parent. Brandon shall have first choice of extended time in odd numbered years and Michelle shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may have priority.

5. Holidays. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated §30-3-35.1 as follows:

Even Years	Odd Years	Holiday and Time
Michelle	Brandon	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with drop off to school
Brandon	Michelle	President's Day after school on the Friday before holiday to Tuesday morning with drop off to school
Michelle	Brandon	Spring Break after school on the day school lets out to the day school resumes with drop off to school
Brandon	Michelle	Memorial Day after school on the Friday before holiday to Tuesday morning with drop off to school
Michelle	Brandon	July 4th 8 a.m. the day before holiday to the day after at 6 p.m.
Brandon	Michelle	July 24th 8 a.m. the day before holiday to the day after at 6 p.m.
Michelle	Brandon	Labor Day after school on the Friday before holiday to Tuesday morning with drop off to school
Brandon	Michelle	Columbus Day after school on day before holiday to the day after the holiday with drop off to school
Michelle	Brandon	U.E.A. Weekend after school on the day school lets out to the day school resumes with drop off to school
Brandon	Michelle	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Michelle	Brandon	Veteran's Day after school on day before holiday to the day after the holiday with drop off to school
Brandon	Michelle	Thanksgiving after school on the day school lets out to the day school resumes with drop off to school including G.C.'s birthday.
Michelle	Brandon	First Half of Christmas Vacation, including Christmas Eve and Christmas Day beginning after school the day school lets out until December 27 at 7 p.m.
Brandon	Michelle	Second Half of Christmas Vacation , beginning December 27 at 7 p.m. and ending the day school resumes with drop off to school
Michelle	Brandon	The day before or after child's birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session. For G.C. in years when her birthday falls over Thanksgiving break the birthday shall be celebrated the day before or after the Thanksgiving break.
Brandon	Michelle	Child's actual birthday from after school or 8 a.m. if school is not in session until the next morning with drop off to school or 8 a.m. if school is not in session for G.C. the parent with Thanksgiving break will be awarded the child on the day of her birthday if the birthday falls during thanksgiving break.
Brandon	Brandon	Father's Day 9:00 a.m. on the holiday to the day after at 8 a.m.
Michelle	Michelle	Mother's Day 9:00 a.m. on the holiday to the day after with drop off to school

6. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, church, and other records and will include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, there shall be no interim decision making authority, and the parties will mediate before court intervention. Both parties shall have the authority to make emergency and routine decisions regarding the children's day-to-day activities when the children are in his or her care.

a. **Medical.** The parties will continue to use Wasatch Pediatrics as the pediatrician for the children and specialists that their pediatrician recommend, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor.

b. **Separate Accounts.** According to Utah Code Annotated §15-4-6.7 each party will elect for dental, medical and school

expenses to be created in separate accounts prior to service being initiated.

c. Educational Plan. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

7. Relocation. If either party moves more than 40 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §30-3-37.

8. Our Family Wizard. The parties will utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties will each pay their respective costs for Our Family Wizard. The parties will not use their children to deliver messages. The parties will use text contact only for emergencies and changes on the day of the exchange. The parties will exchange receipts, calendar, and communicate through Our Family Wizard. The parties will not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the child.

9. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.

10. Travel. When the children travel with either parent out of State, all of the following will be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
- d. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. The parties shall promptly comply with any documentation needs, including notarized writings, to facilitate out of country travel with the children and any necessary consent shall not be unreasonably withheld.

11. Change of Address: The parties shall give written notice within 24 hours of a move in and provide them with the new contact information. The parties shall also give new telephone numbers and emails within 24-hours of a change to a primary telephone or email account.

12. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the

school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

13. Special Events. At the discretion of the parent who would be losing their regularly scheduled parent time, special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

14. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information

regarding what occurs when the child is with the other parent and from allowing any other person to do so.

c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the children or at any child's activity.

d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.

15. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible

for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

16. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise, which would make formal negotiation not practical.

17. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an

expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

18. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

19. Exchanges. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session or a child is not in school due

to illness or another reason, the receiving parent will provide the transportation unless otherwise mutually agreed upon.

20. Third Party Transportation. The aupair, step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the child if the other parent is aware of the identity of the individual.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

21. Child Support. Child Support shall be calculated as according to Utah Code Annotated §78B-12-201 *et seq.* Michelle's gross monthly income is \$21,000.00 per month. Brandon's gross monthly income is imputed at \$11,000.00 per month. Michelle has 201 overnights and Brandon has 164 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Brandon's child support obligation is \$17.00 per month. However, the amount of child support is de minimis, and therefore, Brandon shall not be required to pay it to Michelle. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. If owing, child support is

payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

22. 2Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212. Michelle is currently providing said insurance.

a. ³Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. ⁴Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. ⁵The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of

payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

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

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

23. Childcare Expenses. The parties shall adopt Utah Code Annotated §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. Any childcare

expense outside of a licensed childcare facility is not subject to reimbursement by either party. All other au pair expenses shall be paid by Michelle without reimbursement by Brandon unless the parties mutually agree otherwise in writing. Brandon may utilize the au pair/nanny services, but shall be required to pay the au pair/nanny directly. The parties agree to divide the Daycare, preschool, and summer camp expenses equally.

24. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor children as follows:

- a. While there are two minor children, the parties will each receive one child as a dependency exemption/tax credit. Michelle will claim the oldest child and Brandon will claim the youngest child.
- b. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Michelle will be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and Brandon will claim the minor child as a dependency exemption/tax credit for even-numbered tax years.
- c. Brandon is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

25. Taxes. The parties will file separate tax returns for 2023. Any tax refund or liability shall be paid by Party owing the tax or receiving the refund.

26. Real Property. The parties agree to sell their home for a reasonable market value with a mutually agreed upon agent. The parties agree to choose an agent by February 28th, 2024. The parties further agree to follow the agent's recommended listing price and any price reductions as recommended by the agent. The parties shall divide the cost of any mutually agreed upon expenses associated with preparing the home for sale, equally. Michelle is awarded use of the home until it sells. Michelle has been making the mortgage payments on the home since February 2023 and will continue making the mortgage payments on the home until it is sold. The home shall be listed no later than May 1, 2024. The parties will equally share the equity, debts, and obligations associated with the sale of the home. As part of a full and final resolution of all financial disputes the parties agree that in addition to Michelle's one-half portion of the proceeds, she shall be awarded \$85,000.00 from Brandon's one-half portion of the proceeds.

27. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the

person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2014 Ford Truck	Brandon
2001 Truck	Brandon
Hyundai Santa Fe	Michelle
2019 Suburban	Michelle
Horse Trailer	Brandon
3 Horses	Brandon

- a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.
- b. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation within 90 days of the entry of the Decree of Divorce. After 90 days of the entry of the Decree of Divorce or as mutually agreed upon in writing otherwise, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this Order.
- c. Michelle will refinance the Suburban into her own name within thirty (30) days of the house being sold. Both parties will execute the necessary documents to effectuate the refinance.

28. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

<i>Debt Description:</i>	<i>Obligation of:</i>
AMEX ending in #2006 in the approximate amount of \$27,330.00	Michelle
Michelle's Bank of America Visa in the approximate amount of \$9,101.00	Michelle
Michelle's Capitol One Visa credit card with a zero balance	Michelle
Michelle's Discover Credit Card with an approximate balance of \$1,102.00	Michelle
Brandon's Chase credit card with an approximate balance of \$12,758.00	Brandon
Brandon's Chase credit card with an approximate balance of \$3,000.00	Brandon
Brandon's Southwest Credit Card with an approximate balance of \$33,737.00	Brandon

- a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain

current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

29. Restricted Stock Units. Michelle has the following R.S.U.'s with Glaukos that have not yet vested:

- a. April 2020: 250 units
- b. April 2022: 494 Units
- c. April 2023 (though they were delayed until August of 2023): 404 units
- d. The vesting schedule needs to be verified, but assuming the vesting schedule is 5 years and the stocks actually vest while Michelle is still employed at Gaukos, the parties agree Brandon shall be awarded 30% of the net sale of the 2020 units, 10% of the net sale of the 2022 units, and 6.5% of the net sale of the 2023 units as determined by dividing the number of years married during the accrual of the vesting period by the period of the vesting schedule. For example, the 2020 stocks with vest in 2025, therefore 3 out of the 5-year vesting period occurred

during the marriage. 3 divided by 5 is 60% and Brandon will be awarded half of the total accrual that occurred during the marriage thus Brandon is awarded 30% of the net sale of the stock once vested.

30. Coin Base Account. Brandon shall be awarded his Coin Base Account in the approximate amount of \$24,242.00 free and clear of any claim by Michelle.

31. Whole Life Insurance Policies. Brandon shall be awarded the cash out balance of the NW Mutual Whole Life Plus account in the approximate amount of \$1,178.00 and the 65 Plus Whole Life Plus account in the approximate amount of \$14,219.00 free and clear of any claim by Michelle.

32. Checking And Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The joint Chase account ending in #7289 shall be closed by the parties within thirty (30) days of entry of the Decree of Divorce.

33. Retirement Accounts: In full and final resolution of all financial disputes the parties agree that Michelle shall be awarded the entirety of the J and J Retirement Account which has been closed that had a prior balance of approximately \$33,130.00 and the totality of her Glaukos Fidelity 401(k) account in the approximate balance of \$50,502.18 free and clear of any claim by Brandon. Brandon shall be

awarded his Charles Schwab Money Market account in the approximate balance of \$55,900.00, Charles Schwab IRA in the approximate amount of \$40,767.00, and his Chase retirement account in the approximate amount of \$26, 649.00 free and clear of any claim by Michelle.

34. Business Interest: Brandon shall be awarded 100% of the business interest in DH3, LLC and all associated income, royalties, assets, intellectual property, debts, liability, and tax consequences.

35. Name: Michelle will have the option of restoring her surname to “Flood”, if she so chooses.

36. Alimony. Neither party will be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

37. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

38. Attorney’s Fees and Costs: Each party is ordered to assume his or her own costs and attorney’s fees incurred in this action.

JUDGE’S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Ashleigh Wood

Ashley Wood

Respondent's Attorney

(signed by Russell Yauney with

permission from Ashleigh Wood by email on 2.19.24)

CERTIFICATE OF SERVICE

I hereby certify on February 9, 2024 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Ashley Wood
ashley@bartonwood.com
Respondent's Attorney

/s/ Russell Yauney
Russell Yauney
Petitioner's Attorney