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**IN THE FOURTH JUDICIAL DISTRICT COURT
IN AND FOR UTAH COUNTY, STATE OF UTAH**

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| <i>In the matter of the marriage of</i> RYAN PATRICK BROOKS, And MARCY LORRAINE BROOKS. | DECREE OF DIVORCE Case No. 254401124 Judge Low Commissioner Marian Ito |
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The above-entitled matter has been presented to the Court. Marcy Lorraine Brooks is represented by Theodore G. Davis of Davis Law Offices. Ryan Patrick Brooks is represented by Eric Swinyard. Based upon the Stipulation and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 1. Residency.** The parties are bona fide residents of Utah County, State of Utah and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics. Marcy and Ryan were married on July 22, 2009 in the city of Star, Idaho, and are presently married. The parties separated on or about April 17, 2025.
3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.
4. Children. The parties are the parents of three (3) minor children: C.B., born February 2010; N.B., born June 2011; and R.B., born August 2013.
5. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code, in that Utah is the home state of the minor children at the time of commencement of this proceeding.
6. Child Custody. The parties are awarded joint legal and joint physical custody of the minor children.
7. Parent Time. Parent time shall be as the parties agree or in accordance with § 81-9-305 with the following changes:
 - a. The parties shall follow a week-on/week-off parent time schedule with the exchange happening after school on Mondays.
 - b. The parties shall alternate holidays in accordance with § 81-9-305. Ryan shall be designated as the custodial parent for purposes of holiday allocation only.
 - c. Each party will be responsible for the children after school, which includes picking them up and providing care.
8. Parenting Plan. The parties shall adopt following provisions as their parenting plan:

- a. Transportation. The parties anticipate that most exchanges will take place at the children's school. However, when parent-to-parent exchanges are necessary, the parties will conduct the exchange at a mutually agreeable location approximately halfway between their homes. The parties shall remain in their vehicle during exchanges.
- b. Communication. The parties shall communicate primarily by email and text message. All communication shall be civil and related to the children. Name-calling shall never be considered civil. Each parent shall notify the other as soon as reasonably possible of any major illness or injury involving the children.
- c. Travel. In accordance with Utah Code 81-9-206, each party shall be responsible to provide the other with an itinerary and contact information before travelling with the children.
- d. Virtual Communication. The parent not exercising physical custody shall have virtual parenting time every Wednesday at 7:30 PM. The minor children shall also have the right to talk to a parent whenever they want.
- e. Joint Decision-Making. The parties shall consult with each other regarding major decisions for the children, including elective medical care, education, and religious upbringing. The minor children will attend school in the Nebo School District and will matriculate into the feeder schools based on where they are currently attending. The parties will meet and discuss all religious and elective medical procedures. If the parties cannot reach an agreement regarding religious or elective medical procedures, they shall attend mediation to address

the disagreement, with each party equally sharing the mediator's fees. If they remain at an impasse after mediation, Marcy may make the tentative final decision subject to Ryan's right to seek Court review.

f. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information. Information regarding urgent or medical needs of the children will be shared with the other parent as soon as possible.

g. Children's Events. Both parents shall have the right to attend the children's school, extracurricular, and other significant events, regardless of which parent has physical custody at the time. The parties shall not schedule a child's activities during the other's parent time without the other's written permission.

h. Special Events. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

i. Romantic Partners. The parties shall not expose the children to their romantic partner until the relationship has been ongoing for at least three months.

j. Travel. For emergency purposes, whenever a minor child travels with a parent, the parent shall provide the following information to the other parent:

- (i) an itinerary of travel dates;
- (ii) destinations;
- (iii) places where the minor child or traveling parent can be reached; and
- (iv) the name and telephone number of an available third person who would be knowledgeable of the minor child's location

9. Drug Testing. Either parent shall have the right to request that the other parent submit to drug test, which can be in the form of urine or hair testing. The requesting parent shall pay the initial cost and must select a feasible location for testing. A positive drug test shall result in immediate suspension of parent-time. Refusal to test shall be treated as a failed test. In the event of a failed test, the tested parent shall reimburse the requesting parent within two (2) weeks. Parent-time shall resume only after a negative test is provided. Drug testing shall not be used for harassment and must be requested in good faith. A party cannot be compelled to submit hair follicle testing more than once per year.

10. Mutual Restraining Order.

- a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

b. Both parties shall be supportive of the other party's role as a parent.

Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing adult issues, litigation, or disputes in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

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

f. Neither parent shall consume alcohol, use illegal drugs, or abuse prescription drugs during parent-time. Children shall not be exposed to individuals engaging in prohibited conduct, including intoxication or drug use.

g. Neither parent shall withhold parent-time or child support based on the other parent's failure to comply with the parent-time schedule. Neither parent shall block the children's access to the other parent via phone or other communication.

h. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such circumstances.

11. Child Support. Marcy's income is \$5,089 per month and Ryan's income is \$4,100 per month. Marcy shall pay child support to Ryan in the amount of \$133 per month, beginning February 1, 2026. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit.

a. Income Withholding. If Marcy ever becomes more than 30 days delinquent in child support, Ryan shall be entitled to withholding income as a means of collecting child support.

b. Reduction When Child Becomes 18. In accordance with Utah Code §81-6-213, that when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

c. Extracurricular Activities. The parties shall share equally all school-related expenses, school lunches and extracurricular activities that were

previously mutually agreed upon. Any new extracurricular activity shall be agreed upon in writing by both parties. If no agreement is reached, the parent enrolling the child shall bear the full cost.

12. Medical Expenses. In accordance with Utah Code 81-6-202, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage, if it's available at reasonable cost.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children'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.

b. Each 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. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

d. The parent who incurs medical and dental expenses shall 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.

13. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related child care expenses for the minor children in accordance with Utah Code 81-6-209.

a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense less any amounts previously paid.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. Child care providers shall be state licensed or family members. Both parties shall approve all child care providers. Care provided by family members shall be assumed to be at no cost. There shall be no reimbursement between the parties for care provided by family members.

14. Alimony. The parties waive alimony from the other, both now and in the future.

15. Real Property. The parties acquired a marital home during the course of the marriage, located at 2786 E 1470 S, Spanish Fork, UT 84660. The home shall be listed for sale with a mutually agreed-upon real estate agent by May 1, 2026. The parties shall hire Becky Steel as their listing agent if she is available and willing. The parties shall follow the agent's recommendations with the respect to listing price. Ryan may continue to reside in the home until May 1, 2026. After Ryan vacates the home, he will continue to bear the costs to maintain the home, mortgage, and other expenses. Once the home is sold, the proceeds will be applied as follows:

a. First, retire the mortgage and pay any commissions or transaction costs incurred in the sale process,

b. Second, pay the following martial debts: window debt, furnace debt, RC Willey credit card (ending in 8892), and the remaining balance for the child's orthodontist bill.

c. Third, divided equally between the parties.

d. Fourth, Marcy will reimburse out of her share of the equity the following:

i. \$2,486.79, which represents her portion of the motorcycle payments and

the insurance that Ryan has been maintaining.

- ii. 651.89, which represents one-half of the \$1,303.78 for the orthodontist

bill that Ryan paid on September 3, 2025. Marcy's obligation to make this reimbursement is conditional on Ryan providing her with verification of the payment, which he shall do within 14 days of this Agreement.

- iii. \$1,349.65, which represents one-half of the children's cell phone payments that Ryan has made since May 2025 (the month following the filing of the Petition for Divorce). Ryan shall provide verification to Marcy of this expense within 14 days of this Agreement.

- iv. Out of her share of the proceeds, Marcy shall reimburse Ryan one half of the mortgage payments he makes from the time he vacates the home to the date the home is sold.

16. Any property acquired by either party after March 1, 2026, including real property, will be the sole and separate property of the party who acquired the property, free of any claim of the other.

17. Personal Property. Each party is awarded all personal property in his or her possession. The parties shall sell the motorcycle. They anticipate selling it at a loss, which they will divide equally.

18. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

| Debt: | Responsibility of: |
|---------------------------------|---------------------------|
| Discover card in Marcy's name | Marcy |
| Capital One card in Ryan's name | Ryan |
| Marcy's vehicle debt | Marcy |

- a. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- b. Each party shall be responsible for his or her own debts acquired since the date of separation.
- c. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

19. Retirement. Each party is entitled to half of the retirement and pension accounts accrued during the course of the marriage. Marcy's attorney shall be responsible to prepare the necessary Qualified Domestic Relations Orders.

20. Tax Exemptions. One party will claim two children and the other claim one during alternating years, with Ryan claiming the extra in even years and Marcy claiming the extra in odd years. When two children remain, the parties will each claim one child each year. When one child remains, the parties will alternate claiming the child each year, with Ryan claiming the child in even years. If either party will not receive a benefit from claiming their child tax deductions during any given year, the deductions shall be

awarded to the other party for that year. Marcy may not claim any children for tax purposes in any given year if she is not current on child support by the last day of the tax year.

21. Maiden Name. Marcy may resume using her maiden name of Marcy Schalk.

22. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than an enforcement action.

23. Attorney's Fees and Costs. Each party will pay his or her own attorney's fees and costs.

24. Protective Order. The parties shall ensure that within seven days of entry of the Decree of Divorce, Marcy will file the necessary paperwork to have her Civil Protective Order

against Ryan dismissed. See Case number 254401960. In place of the Civil Protective Order, the parties shall abide by the mutual restraints set forth herein.

25. Full Disclosure. Each party warrants to the other that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Any deliberate failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

26. Decree. The parties are hereby granted a Decree of Divorce dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.

**[THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND
DATED ABOVE ON TOP OF PAGE ONE]**

APPROVED AS TO FORM

/s/ Eric Swinyard – electronically signed with permission

Eric Swinyard

Attorney for Ryan Patrick Brooks

NOTICE

TO: Ryan Patrick Brooks

PLEASE TAKE NOTICE that the undersigned, attorney for Marcy Lorraine Brooks, will submit the above and foregoing to the Fourth District Court for signature, upon the expiration of seven (7) days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah Rule of Civil Procedure 7(j)(4).

DATED this 24th day of March 2026.

DAVIS LAW OFFICE

/s/ Theodore G. Davis

THEODORE G. DAVIS

Attorneys for Marcy Lorraine Brooks

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March 2026, a true and correct copy of the foregoing, *Decree of Divorce*, was served upon the following:

Eric Swinyard
E-filing

/s/T. Davis