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IN THE FOURTH JUDICIAL DISTRICT COURT, FILLMORE  
MILLARD COUNTY, STATE OF UTAH

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IN THE MATTER OF THE MARRIAGE  
OF

BRITTANY WELLS,

Petitioner,  
&

BRITT WELLS,

Respondent.

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**DECREE OF DIVORCE**

Case No. 264700026

Judge Anthony Powell

Petitioner, Brittany Wells, through her attorney, Amber McFee, and Respondent, Britt Wells, pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on 21 April 2026. 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**

### **PROVISION REGARDING FINALITY OF DIVORCE**

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is hereby awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the Court.

### **PROVISIONS REGARDING PARTIES' CHILDREN**

2. Parties are the parents of three (3) minor children, namely: L.W., born July 2012; C.W., born April 2015; and A.W., born December 2017; collectively referred to as Minor Children.

### **PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN**

3. Petitioner is awarded sole physical custody of Parties' Minor Children. Parties are awarded joint legal custody of Parties' Minor Children.

4. Joint legal custody requires Parties to communicate and attempt to resolve between them all issues relating to Minor Children's welfare. If Parties disagree about decisions regarding religion, medical, education, and extra-curricular activities after good-faith discussion, Petitioner shall be the final decision-maker. Respondent may bring the issue(s) to mediation. If, after good faith mediation, Parties are unable to come to an agreement, Parties may file appropriate proceedings with the Court. Parties shall share equally mediation fees incurred pursuant to this paragraph.

5. Each parent may make decisions regarding the day-to-day care and control of Minor Children when Minor Children are residing with that parent. Either parent may make emergency decisions affecting the health or safety of Minor Children.

6. Except as otherwise stated herein, Parties shall adopt into their Parenting Plan the statutory advisory guidelines contained in Utah Code, Section 81-9-202.

**PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME,  
AND PARENTING PLAN**

7. Parent-time with Minor Children shall be as follows:

A. Reasonable parent-time shall be as Parties agree. If Parties do not agree to a parent-time schedule, the following schedule — which is based on Utah Code, Section 81-9-303 — shall be considered the minimum parent-time to which Britt (i.e., the noncustodial parent) shall be entitled:

i. Midweek: One weekday evening to be specified by the noncustodial parent or the court, or Wednesday evening if not specified, beginning at 5:30 p.m. and ending the following day upon delivering Minor Children to school or at 8 a.m. if there is no school; or at the election of the noncustodial parent, beginning at the time that Minor Children's schools are regularly dismissed and ending the following day upon delivering Minor Children to school or at 8 a.m. if there is no school. In addition, if there is no school, the noncustodial parent is available to be with Minor Children, and in

accommodation with the custodial parent's work schedule, beginning at 8 a.m. and ending on the following day upon delivering Minor Children to school or at 8 a.m. if there is no school.

ii. Alternating Weekend: Beginning on the first weekend after the entry of the decree and continuing each year, alternating weekends from 6 p.m. on Friday and ending on Monday upon delivering Minor Children to school or at 8 a.m. if there is no school. At the election of the noncustodial parent, the weekend parent-time may begin at the time Minor Children's schools are regularly dismissed. In addition, if there is no school, the noncustodial parent is available to be with Minor Children, and in accommodation of the custodial parent's work schedule, beginning Friday from approximately 9 a.m. and ending on Monday upon delivering Minor Children to school or at 8 a.m. if there is no school. Weekends include any snow days, teacher development days, or other days when school is not scheduled and that are contiguous to the weekend period.

iii. Holiday: Each holiday granted to the noncustodial parent according to the following schedule:

| <b>Holiday</b>                 | <b>Holiday Time Period</b>   | <b>Noncustodial Parent's Years</b> | <b>Custodial Parent's Years</b> |
|--------------------------------|--|------------------------------------|---------------------------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with Minor Children; | Odd                                | Even                            |

|                 |   |      |      |
|-----------------|---|------|------|
|                 | <p>(b) the time that school is regularly dismissed; or<br/> (c) 6 p.m. at the election of the parent granted the holiday</p> <p>(2) Holiday ends:<br/> (a) upon delivering Minor Children to school on the day following Dr. Martin Luther King Jr. Day; or<br/> (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.</p>   |      |      |
| President's Day | <p>(1) Holiday begins Friday at:<br/> (a) 9 a.m. if school is not in session and the parent can be with Minor Children;<br/> (b) the time that school is regularly dismissed; or<br/> (c) 6 p.m. at the election of the parent granted the holiday</p> <p>(2) Holiday ends:<br/> (a) upon delivering Minor Children to school on the day following President's Day; or<br/> (b) at 8 a.m. on the day following President's Day if there is no school.</p> | Even | Odd  |
| Spring Break    | <p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends:<br/> (a) upon delivering Minor Children to school on the day following the end of spring break; or<br/> (b) at 8 a.m. on the day</p>  | Odd  | Even |

|   |  |                     |                     |
|---|--|---------------------|---------------------|
|   | following the end of spring break if there is no school.   |                     |                     |
| Memorial Day                                      | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with Minor Children;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday<br>(2) Holiday ends:<br>(a) upon delivering Minor Children to school on the day following Memorial Day; or<br>(b) at 8 a.m. on the day following Memorial Day if there is no school. | Even                | Odd                 |
| Mother's Day                                      | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.   | All years if Mother | All years if Mother |
| Father's Day                                      | (1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.   | All years if Father | All years if Father |
| Juneteenth National Freedom Day (or "Juneteenth") | (1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not Father's Day, or<br>(b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth.  | Even                | Odd                 |
| Independence Day                                  | (1) Holiday begins on July 3rd at 6 p.m.   | Odd                 | Even                |

|              |   |      |      |
|--------------|---|------|------|
|              | (2) Holiday ends on July 5th at 6 p.m.  |      |      |
| Pioneer Day  | (1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.  | Even | Odd  |
| Labor Day    | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with Minor Children;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering Minor Children to school on the day following Labor Day; or<br>(b) at 8 a.m. on the day following Labor Day if there is no school. | Odd  | Even |
| Columbus Day | (1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.   | Even | Odd  |
| Fall Break   | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(2) Holiday ends:<br>(a) upon delivering Minor Children to school on the day following the end of fall break; or<br>(b) at 8 a.m. on the day following the end of fall break if there is no school.  | Odd  | Even |
| Halloween    | (1) Holiday begins on   | Even | Odd  |

|                           |   |      |      |
|---------------------------|---|------|------|
|                           | <p>October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 4 p.m. if there is no school.</p> <p>(2) Holiday ends at 9 p.m. on the same day as the holiday begins.</p>  |      |      |
| Veterans Day              | <p>(1) Holiday begins at 6 p.m. on the day before Veterans Day.</p> <p>(2) Holiday ends at 7 p.m. on Veterans Day.</p>  | Odd  | Even |
| Thanksgiving              | <p>(1) Holiday begins on Wednesday at:</p> <p>(a) 6 p.m.; or</p> <p>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends:</p> <p>(a) upon delivering Minor Children to school on the Monday following Thanksgiving; or</p> <p>(b) at 8 a.m. on the Monday following Thanksgiving if there is no school.</p> | Odd  | Even |
| Winter Break (First Half) | <p>(1) Holiday begins at:</p> <p>(a) 6 p.m. on the day that school dismisses for winter break; or</p> <p>(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the</p>   | Even | Odd  |



|  |  |      |      |
|--|--|------|------|
|  | holiday.<br>(2) Holiday ends on<br>December 27th at 7 p.m.   |      |      |
| Winter Break<br>(Second Half)                    | (1) Holiday begins on<br>December 27th at 7 p.m.<br>(2) Holiday ends upon<br>delivering Minor Children<br>to school on the day that<br>school resumes after the<br>winter break. | Odd  | Even |
| Minor Child's<br>Birthday                        | (1) Holiday begins at 3<br>p.m.<br>(2) Holiday ends at 9 p.m.  | Even | Odd  |
| Day Before or<br>After Minor<br>Child's Birthday | (1) Holiday begins at 3<br>p.m.<br>(2) Holiday ends at 9 p.m.  | Odd  | Even |

a. A parent exercising parent-time for a child's birthday may bring other siblings along for the minor child's birthday.

b. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for Minor Children's attendance at school for that school day.

c. If there is more than one child and Minor 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, Minor Children may remain together for the holiday period beginning the first evening that all Minor Children's schools are dismissed for the holiday and ending the evening before the first Minor Child returns to school.

iv. Extended: For extended parent-time with Minor Children, and at the election of the noncustodial parent, the noncustodial

parent is entitled up to four weeks of parent-time with Minor Children, which may be consecutive, when school is not in session for summer break. For the four weeks:

- a. two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and

- b. two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday parent-time.

- c. The custodial parent is entitled to uninterrupted parent-time with Minor Children for two weeks, which may be consecutive, when school is not in session for summer break.

B. Notification: Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break.

- i. In odd numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1, and the custodial parent shall provide notice to the noncustodial parent by May 15.

- ii. In even numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.

- iii. If a parent fails to provide a notification within the time periods described herein, 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 herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

iv. If the custodial parent intends to interrupt a noncustodial parent's interrupted extended parent-time, the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within ten days on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

C. Conflict and Precedence: Changes may not be made to the parent-time schedule, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:

i. The holiday schedule for Mother's Day or Father's Day;

ii. The holiday schedule for Minor Children's birthdays, unless a parent is exercising uninterrupted extended parent-time and takes the Minor Children away from that parent's residence during the uninterrupted extended parent-time;

iii. The holiday schedule for any holiday that is not Father's Day, Mother's Day, or Minor Children's birthdays.

- iv. Extended parent-time; and
- v. The schedule for weekday or weekend parent-time.

D. Elections: An election shall be made by the noncustodial parent at the time of the entry of the order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in Minor Children's schedule. An election by either parent concerning parent-time shall be made a part of the order.

8. Petitioner's residence shall be considered Minor Children's home residence for purposes of identifying the appropriate school.

9. Unless Parties mutually agree in writing or the Court orders otherwise, Minor Children shall remain enrolled in their current school, and shall attend the corresponding feeder schools.

10. Parties shall not introduce Minor Children to any romantic interest until they have been in a committed relationship for more than three consecutive months.

11. Parties shall not allow guests with whom they are romantically involved to spend the night while he or she is exercising parent-time.

12. Parties agree that the Minor Children will be raised in the following religion: The Church of Jesus Christ of Latter-Day Saints. During their parent-time both parties have a responsibility to ensure that the Children attend church services on Sundays, as well as to ensure that the Children attend any corresponding church activities throughout the week.

13. If either parent takes Minor Children out of state for vacation, that parent must give notice to the other parent 30 days before leaving the state.

14. If either Party wishes to travel outside of the United States with Minor Children, Parties shall cooperate to obtain passports for Minor Children. Petitioner shall be the custodian of the passports. Parties shall either agree in writing or obtain Court order allowing travel outside of the United States. Minor Children's passports shall be freely shared between Parties as necessary to facilitate any written agreement or Court Order regarding travel.

15. Each Party shall be awarded reasonable telephone or other electronic communication with Minor Children when Minor Children are at the other Party's home at reasonable times and for reasonable durations.

16. Whenever Minor Children travel with either parent, the traveling parent shall provide the following to the other parent:

A. An itinerary of travel dates;

B. Destinations;

C. Places where Minor Children or traveling parent can be reached, and

D. The name and telephone number of an available third person who would be knowledgeable of Minor Children's location.

17. If one Party moves more than 150 miles, then Respondent shall be awarded reasonable parent-time as Parties agree. If Parties do not agree to a parent-time schedule, Utah Code, Section 81-9-209 shall be considered the minimum parent-time to which Respondent shall be entitled. Transportation costs shall be shared according to Utah Code, Section 81-9-209, with Britt being considered the relocating parent.

18. Respondent shall be responsible for providing all travel necessary to exercise his parent-time. Respondent shall be responsible for all other costs associated with exercising his parent-time.

#### **PROVISIONS REGARDING RIGHT OF FIRST REFUSAL**

19. Parental care is presumed to be better than surrogate care. Each parent shall have first option to provide care for Minor Children over any other third party (i.e., surrogate care) if the parent responsible for Minor Children is not available for a period of three (3) hours or longer during parent-time, and the other parent is personally available and willing to provide direct care and transportation. The parent exercising parent-time under the right of first refusal shall (1) provide all transportation to and from parent-time, and (2) provide direct parental care. This provision relates solely to parental absences away from their residence and shall not be construed to prevent Minor Children from having sleepovers with friends and family.

#### **PROVISIONS REGARDING SUPPORT PAYMENTS**

20. Petitioner is employed at Inszone Insurance and earns \$5,250.00 gross per month.

21. Upon information and belief, Respondent is employed at White River Academy and earns \$3,800.00 gross per month. If Petitioner discovers Respondent earns or is capable of earning more than \$3,800.00 per month, Petitioner reserves the right to amend this amount upward.

22. Pursuant to Utah Code, Sections 81-6-202 through 305, Respondent is Ordered to pay child support.

A. According to Uniform Child Support Guidelines, joint child support worksheet, beginning April 2026, Respondent shall pay \$409.00 as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

C. Pursuant to Utah Code, Sections 26B-9-302 through 412, Respondent shall make child support payments directly to Petitioner.

D. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Respondent.

E. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the

Office of Recovery Services gives notice that payments shall be sent elsewhere.

F. The issue of child support arrearages may be determined by further judicial or administrative determination.

H. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

I. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

**PROVISIONS REGARDING SCHOOL, EXTRACURRICULAR ACTIVITIES,  
AND OTHER EXPENSES**

23. Each Party is Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for school, except private school tuition, or mutually agreed upon extracurricular activities that Minor Children are involved in. If the parties have agreed to divide the cost of the



activity in advance, proof of payment shall be provided by the party enrolling the child(ren) in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the children in extracurricular activities will not interfere with the other party's parent-time. Each Party shall be responsible for providing clothing, school supplies, personal hygiene and other necessities for Minor Children when Minor Children are in their care.

**PROVISIONS REGARDING CHILDREN'S USE OF CELL PHONES OR  
OTHER COMMUNICATION DEVICES**

24. When a child is given the use of a cell phone, such as a smartphone, the parties stipulate and agree that the children will be allowed to use and have such devices in both parents' respective homes, and both parties will be added as contacts in the children's devices so the children can call, message, or Facetime, on their devices. However, both parties will have final discretion and control over the child's phone use while the child is with either parent, including the discretion to decide when it is time to enforce a curfew or moratorium on phone usage for family time, bedtime, and meals. In addition, both parents will have access to the passwords to unlock the child's phone. This access, control, and right to restrict the child's phone use apply regardless of which party paid for the phone (the hardware) or which party paid for the monthly phone and data plan. If either parent restricts the child's phone, the parties will ensure that the child and parents have access

to another phone to communicate with both parents and let the other parent know at the time the restrictions are put in place.

a. This paragraph does not include either parent's use of a Gabb watch or other non-internet enabled cellular device. Either party may provide such to the children to be used at that parent's own home. No passwords, information, or access needs to be given to the other parent.

b. The children will be included on Brittany's phone plan. As such, Brittany will be responsible for the payment of the phone plans for the older two children and Britt will be responsible for the payment of the phone plan for the third child.

#### **PROVISIONS REGARDING HEALTH AND OTHER INSURANCES**

25. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Children is available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Children's portion of insurance. Minor Children's portion of the premium 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 minor children of Parties in this case. If at any time Minor Children are covered by both Parents'

insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Children and actually paid by Parties.

C. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Children and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

D. 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.

E. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with subparagraphs C and D above.

F. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of the

amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, Minor Children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Brittany shall be primary coverage for Minor Children and the health, hospital, or dental insurance plan of Britt shall be secondary coverage for Minor Children. If Minor Children are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Children.

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

#### **PROVISIONS REGARDING CHILD-CARE EXPENSES**

26. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

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

D. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state licensed child-care provider and proof of actual payment by the payor is provided.

#### **PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS**

27. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Children's presence, either verbally, in writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other whether they believe it to be true or not.

B. Parties shall not speak with Minor Children about litigation between Parties.

C. Parties shall not involve or speak with Minor Children about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Children from circumstances in which violations are occurring.

**PROVISIONS REGARDING MINOR CHILDREN TAX EXEMPTIONS,  
DEDUCTIONS, AND CREDITS**

28. Parties shall alternate claiming Minor Children as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns.

A. When there are three children, each Party shall be entitled to claim one child. Parties shall alternate claiming the remaining child. Petitioner shall be entitled to two Minor Children for odd tax years and Respondent shall be entitled to claim two Minor Children for even tax years.

B. When there are two children, each Party shall be entitled to claim one child.

C. When there is one child, Petitioner shall be entitled to claim Minor Child for odd tax years and Respondent shall be entitled to claim Minor Child for even tax years.

E. Party paying child support must be current on all child-related obligations by December 31st to claim Minor Children on that year's taxes.

29. Either Party shall have the option to exercise a buy-out of other Party's exemptions, deductions, and credits if requesting Party pays for all accounting expenses and uses a third-party accountant to calculate the buy-out option. Requesting Party shall pay other Party the amount which he or she would have benefited from the dependency exemption to leave the other Party tax neutral. Party requesting the buy-out provision shall request tax information by March 1st and shall decide by March 15th if a buy-out shall occur.

### **PROVISIONS REGARDING TAXES**

30. Parties shall file married, filing jointly for federal and state taxes for 2026. Any tax refund or liability shall be divided evenly between Parties.

### **PROVISION REGARDING LIFE INSURANCE**

31. Parties shall maintain a life insurance policy on their lives, so long as such is available at reasonable cost or through Parties' employers, in an amount of sufficient size to provide for a monthly income equal to child support payments ordered until Minor Children all age out of child support.

Parties shall maintain in full force and effect this life insurance policy until child support obligation ordered terminates and all child support arrearages have been paid in full. During such period, Parties shall irrevocably designate Parties' Minor Children as beneficiaries on the life insurance, and designate either the other Party or a trust as the trustee for Minor Children.

### **PROVISIONS REGARDING DEBTS AND OBLIGATIONS**

32. During the course of the marriage, Parties acquired certain debts and obligations. These debts shall be divided, as follows:

| DESCRIPTION               | AMOUNT       | RESPONSIBLE PARTY: |
|---------------------------|--------------|--------------------|
| Citi Credit Card          | ~\$12,818.22 | Brittany           |
| America First Credit Card | ~\$15,077.00 | Britt              |
| Amazon Credit Card        | ~\$2,132.79  | Britt              |
| Student Loan              | ~\$1,290.48  | Brittany           |

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties are mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.



E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

**PROVISIONS REGARDING PERSONAL PROPERTY**

33. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Parties shall be awarded vehicles as follows: (1) Brittany is awarded the 2023 Chevy Traverse and (2) Britt is awarded the 2014 Chrysler Town & Count. Each Party shall be responsible for all remaining payments due on the vehicle in their possession. Each Party shall remove other Party's name from the vehicle insurance policy as soon as practicable. Each Party shall remove other Party's name from the vehicle's title as soon as practicable. Each Party shall refinance the vehicle into his or her own name within thirty days of the entry of the Decree of Divorce. If Party is unable to refinance the vehicle within thirty days, then the vehicle shall be immediately placed for sale.

B. Brittany is awarded the Switch 2, PS4, 55-inch TV, 32 inch TV, two (2) recliners, two (2) queen beds, two (2) computer desks, two (2) monitors, Dell laptop, office lounge, and entertainment center.

C. Britt is awarded the PlayStation 5, Switch 1, 75-inch TV, 32 inch TV, the couch, kitchen table, king bed, bunk beds, treadmill, gaming

laptop, two (2) desks, PC computer unit, one (1) monitor, and 2 gaming chairs.

D. Parties are awarded half of the value of any joint bank accounts on the date of the separation. Parties are awarded the bank accounts in their own name.

E. Each Party is awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

F. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

G. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

#### **PROVISIONS REGARDING REAL PROPERTY**

34. During the course of the marriage, Parties acquired real property located at 396 S. 200 W, Delta, UT 84624. Petitioner shall be awarded sole possession and control of the home and shall be solely responsible for mortgage payments and all other financial obligations regarding the real property, including the solar panels lien.

A. Parties shall have the real property appraised to establish the equity in the real property and Petitioner shall pay Respondent fifty percent of the equity in the real property within thirty days of entry of the Decree of Divorce.

B. Petitioner shall start the process to refinance all mortgages on, and transfer all obligations related to, the real property into her own name within thirty days of entry of the Decree of Divorce.

C. If Petitioner is unable to begin the refinancing process for the real property within thirty days of entry of Divorce Decree, the real property shall be immediately listed for sale, and the equity divided equally between Parties after all obligations and debts associated with the real property have been paid.

#### **PROVISIONS REGARDING ALIMONY**

35. Neither Party is awarded alimony.

#### **PROVISIONS REGARDING PENSION AND RELATED ASSETS**

36. Parties have not acquired any interests in any retirement accounts. If Parties do have any interest in such accounts, each Party is awarded his or her own retirement accounts free and clear of any claim from the other Party.

#### **PROVISIONS REGARDING BUSINESS INTERESTS**

37. Parties did not acquire any business interests during the marriage.

## **PROVISIONS REGARDING MISCELLANEA**

### **I. ATTORNEY'S FEES.**

38. Each Party shall be responsible for their own costs and attorney's fees.

### **II. OTHER.**

39. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

40. Brittany shall be restored to the use of her former name of Terrell, if she so chooses.

41. Each Party is Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

42. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

43. Parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both Parties understand and agree that any deliberate failure to provide complete disclosure may constitute perjury.

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

APPROVED AS TO FORM:

/s/ Britt Wells

Britt Wells (signed with permission given via email on 5.13.26)

*Respondent pro se*

**NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE**

**TO: Respondent**

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 13 May 2026.

McFEE LAW, LLC

*/s/ Amber McFee*

Amber McFee

*Petitioner's Attorney*

### **CERTIFICATE OF SERVICE**

I hereby certify on 13 May 2026 I caused to be served a true and correct copy of the foregoing by first-class mail or email addressed to the following:

Britt Wells  
britt.m.wells@gmail.com  
*Respondent Pro se*

/s/Melanie Cramer Manarite  
Melanie Cramer Manarite  
Lead Paralegal, McFee Law