



**IN THE FOURTH JUDICIAL DISTRICT COURT FOR UTAH COUNTY
STATE OF UTAH
Provo Department, 137 Freedom Blvd, Provo, Utah 84601**

In the Matter of the Marriage of: BRIONNA MORGAN Petitioner & KEVIN MORGAN Respondent	DECREE OF DIVORCE Civil No. 234401560 Judge Anthony Howell Comm. Marian Ito
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THIS MATTER having come on regularly for trial before the Honorable Shawn R. Howell, District Court Judge, on the 23rd and 24th of June, 2025, and also the 25th of September 2025, with closing arguments held on October 1, 2025, with Petitioner Brionna Morgan (“Petitioner” or “Brionna”) appearing individually and by and through her attorney of record David T. Holman of the law firm of Holman Law PLLC, and Respondent Kevin Morgan (“Respondent” or “Kevin”) appearing individually and by and through his attorney of record Mark R. Hales of the law firm Eric M. Swinyard & Associates, and after hearing the presentation of evidence, including the testimony of witnesses, and being fully informed in the premises and for good cause shown, the Court having entered its Findings of Fact and Conclusions of Law:

NOW, THEREFORE, HEREBY ORDERS, ADJUDGES AND DECREES:

A. Petitioner Brionna Morgan and Respondent Kevin Morgan are hereby awarded a Decree of Divorce from the other consistent with Utah Code Ann. § 81-4-405(1)(h), to become final upon signature by the Court and entry into the registry of judgments.

B. All remaining issues were resolved by way of a trial and the Court's ruling, as reflected herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

1. **Legal Custody:** Brionna and Kevin have two (2) children from the marriage, to wit:

J.M. (dob 12/**/2018)

M.M. (dob 10/**/2021)

Kevin and Brionna are awarded joint legal custody. Brionna is awarded exclusive authority to make final decisions in the event the parties are unable to reach a joint decision after attending mediation consistent with Utah Code Ann. § 81-9-205(3)(c).

2. **Physical Custody:** Brionna is awarded sole physical custody, with Kevin's having expanded parent-time consistent with Utah Code Ann. § 81-9-303, even if the overnight count (145/220) technically falls under the joint physical custody statute calculation.

3. **Parenting Plan:**

3.1. The parties shall communicate via text message or email. If there is a parenting app they can agree on, then they shall utilize that and split the cost if there is one associated with it.

3.2. The Court finds that the parties would benefit from engaging a co-parenting therapist but the Court does not specifically order the parties to do so.

3.3. The parents shall make good faith efforts to reach mutual agreements as to any decision involving or significantly affecting the minor children. In the event the parties are

unable to reach a mutual decision, the parents shall first attend mediation with the parent who raised the issue scheduling the mediation and the cost of mediation equally shared by the parents. In the event mediation is unsuccessful, Brionna shall have final say in disputes.

4. **Child Support:**

4.1. Pursuant to Utah Code Ann. § 78B- 12-101 *et seq*, the parents are liable for the necessary support of the minor children and, therefore, Kevin shall pay Brionna child support in the amount of \$1,022 per month which is consistent with the Uniform Utah Child Support Guidelines.

4.2. Child support shall be based upon a joint physical custody worksheet with Brionna allocated 220 overnights and Kevin allocated 145 overnights with Brionna having a gross income of \$10,931 and Kevin having a gross income of \$11,849 per month.

4.3. Child support shall commence October 1, 2025. Except as otherwise provided in the child support order, the base child support award is automatically adjusted to the base child support award for the remaining number of children due child support, without the need to modify the most recent child support order by a court, when a child: (a) becomes 18 years old or graduates from high school during the child's normal and expected year of graduation, whichever occurs later; (b) dies, marries, becomes a member of the armed forces of the United States; or (c) is emancipated in accordance with Title 80, Chapter 7, Emancipation.

4.4. Pursuant to Utah Code Ann. § 81-6-212,

- a. a parent, legal guardian, or the office may, at any time, petition the court to adjust the amount of a child support order if there has been a

substantial change in circumstances. A substantial change in circumstances may include: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others.

- b. If a child support order has not been issued or modified within the previous three years, a parent, legal guardian, or the office may move the court to adjust the amount of a child support order. Upon receiving this motion the court shall, taking into account the best interests of the child: (i) determine whether there is a difference between the obligor's ordered support amount and the obligor's support amount that would be required under the child support guidelines; and (ii) if there is a difference as described in Subsection (5)(b)(i), adjust the obligor's ordered support amount to the obligor's support amount provided in the child support guidelines if: (A) the difference is 10% or more; (B) the difference is not of a temporary nature; and (C) the order adjusting the obligor's ordered support amount does not deviate from the child support guidelines. (c) A showing of a substantial change in

circumstances is not necessary for an adjustment under Subsection (5).

5. **Personal Property:** The personal property has been equitably divided and no further offset is necessary. The parties shall assume all costs related to their respective personal property and shall hold the other harmless therefrom.

6. **Retirement Accounts:** The retirement accounts shall be valued and equally divided as of the date of separation of the parties, May 2023. Deviation from the general rule of valuing marital assets at the time of the divorce decree is necessary because the parties' economic partnership ended upon their physical and financial separation in May 2023. Valuing the accounts at the time of the decree would create an inequitable windfall. The parties shall cooperate in dividing the retirement accounts including, but not limited to, obtaining a Qualified Domestic Relations Order, if necessary, with the cost equally shared between the parties.

7. **Home Equity:**

7.1. The equity from the sale of the Marital Home located at 398 W. Vineyard Way, Saratoga Springs, Utah 84045, shall be equally divided between the parties. The total equity was \$315,489.44, awarding both parties \$157,744.72.

7.2. The court orders that the money will be transferred to an account of each party's choosing and that the Schools First Federal Credit Union joint account should be used to transfer the funds. Once the funds are in the account, each individual will remove their share and then the joint account will be closed permanently.

8. **Loan to Kevin's Parents/Chair:** The alleged loan to Kevin's parents and any amount owed related to an Aeron chair obtained by Kevin's parents and allegedly taken by

Brionna are third party claims belonging to Kevin's parents, not Kevin, and are not within the Court's jurisdiction. Consequently, Brionna does not owe Kevin for either the alleged loan to his parents or for the chair.

9. **Post Separation Expenses:** Kevin maintained multiple expenses post the parties' separation including, but not limited to, Brionna's medical and car insurance premiums, which shall be credited towards Kevin. Brionna shall reimburse Kevin \$8,067.50 for post separation expenses.

10. **Medical Expenses:**

10.1. Pursuant to Utah Code Ann. § 81-6-208:

- (a) One parent is required to provide health care coverage for the medical expenses of a child if health insurance is available to the parent at a reasonable cost.
- (b) Kevin's health insurance plan is designated as primary and Brionna's health insurance plan as secondary if, at any time, a child is covered by both parents' health insurance plans.
- (c) Each parent is required to share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of health insurance.
- (d) Each parent is required to equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for a child, including co-payments, co-insurance, and deductibles.

10.2. The parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium. If

the parent does not have health insurance but another member of the parent's household provides health insurance for the child, the parent may receive credit against the base child support award or recover the other parent's share of the child's portion of the premium.

10.3. The child's portion of the premium is a per capita share of the premium actually paid. The premium expense for a child 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.

10.4. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, or to the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year. The parent shall notify the other parent, or the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change. 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. The court may deny a parent incurring medical expenses 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 the 30 day notice provision.

11. **Business Interests:** Brionna's side business and any alleged debt was marital in nature inasmuch as they shared the risk. The Court declines to assess any alleged debt to Brionna as this debt has been absorbed into the marital estate.

12. **Overpayment of Child Support:** Brionna owes Kevin \$522 for his overpayment of child support for the months of October and November 2023.

13. **Taxes:** In an effort to avoid further conflict between the parties, the parties shall file separately for their 2023 and 2024 tax filings with each party claiming 1 child even if this results in a higher tax.

14. **Alimony:** Brionna's request for alimony is denied.

15. **Attorney's Fees:** The parties are capable of paying their own fees and that there is not a sufficient basis upon which to justify having one side pay the other's fees.

IT IS SO ORDERED.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order. **