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

In the Matter of the Marriage of: CHARLES LETOURNEAU Petitioner, and BETHANY ANN LETOURNEAU, Respondent.	DECREE OF DIVORCE Case No. 214403186 Judge Kasey Wright Commissioner Marla Snow
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This matter comes before the court for final entry of the Decree of Divorce. The Court having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner ("Charles") and Respondent ("Bethany") are hereby dissolved, and Charles is hereby awarded a Decree of Divorce from Bethany on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions:

1. Marriage. The parties were married in on November 20th of 2008. Charles filed for divorce in December of 2021. The party separated in March of 2022.
2. Children. There are two children that are at issue in this case. Those children are ages 16 and 13, LCL, born November 27, 2009, and AGL, born August 8, 2012 (the "Children").

3. Physical Custody: The parties shall have joint physical custody of the minor children,
4. Parent time shall be as the parties agree but in the event of a disagreement, Charles will be entitled to parent time pursuant to U.C.A. §81-9-303 during the children's school year (the provisions in U.C.A. § 81-9-303 will not apply between school years and will be replaced with the provisions below). Charles' elects Thursday as his midweek overnight.
5. Between school years, the parties shall share the children on a 50/50 basis with a week off / week on schedule commencing the first Sunday after school is dismissed and ending the Sunday before school resumes. The parent who has the first week will be the parent that did not have the previous weekend with the children. Neither party will have extended parent time in the summer. The exchange of the children will occur Sunday at 6:00 pm. This paragraph supersedes any extended parent-time or schedule in U.C.A. § 81-9-303.
6. Holidays: Holidays shall be as the parties agree but in the event of a disagreement, the parties shall follow the holiday schedule in § 81-9-303 (the holidays of Juneteenth, Columbus Day, and Veterans Day will not be included in the holiday schedule, and will defer to the parent having the Children during that time). For the sole purpose of applying this statutory schedule, Charles shall be designated the "non-custodial" parent, and Bethany shall be designated the "custodial" parent, without affecting the parties' joint custody designation elsewhere in this agreement (i.e., Charles shall receive the holidays and school breaks assigned to the non-custodial parent, and Bethany shall receive those assigned to the custodial parent, alternating annually as specified by statute).
7. Legal Custody: The parties shall have joint legal custody. Both parties will have access to the children's school, medical, 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, 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.

8. Transportation: The receiving parent will provide transportation of the minor children when school is not in session (unless otherwise designated herein, the exchange time when school is not in session is 8 a.m.). When school is in session, the children will be exchanged through school.

9. Children's School: The children's school for the 2025-2026 school year, and subsequent school years if the parents reach an impasse on school selection, will be determined by the Guardian ad Litem, Laura Cabanilla (or successor Guardian ad Litem if Laura is no longer available).

10. Communication. The parties will discuss will continue to discuss all child related matters through Our Family Wizard will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

11. Parent Communications and Telephone and Virtual Contact with Children. The parties shall communicate regarding all child-related matters through Our Family Wizard or another agreed-upon platform. Neither party shall contact the children during the other parent's parent time except by parent agreement. The children may contact the other parent at any time,

regardless of which parent has parent-time at that moment. Each parent shall respect the children's right to maintain private and unmonitored communication with the other parent. Neither parent shall interfere with, restrict, or monitor the children's phone calls, video chats, or electronic communications with the other parent, including standing nearby, listening in, or questioning the children afterward.

12. Relocation. If either party moves more than 150 miles, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.

13. Travel. When the children travel with either parent overnight out of state, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

14. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.

15. Special Events. 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.

16. Mutual Restraining.

- a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the children and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.
- b. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.
- c. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.
- d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.

e. The parties shall not contact the family members of the other parent without written permission from the other parent.

17. First Right of Refusal. Each parent will have first option to provide care for the children 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.

18. 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 will make best efforts to attend mediation within 30 days upon request by either parent). 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.

19. 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.

20. 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.

21. 1Medical/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. §81-6-208. Bethany is currently providing said insurance.

a. 2Each 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. 3Each 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. 4The 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 should 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 Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother 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.

f. A 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.

22. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work/education-related childcare expenses for the minor children.

23. Dependency Exemption. The parties will share the dependency exemption for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption. Bethany will claim the youngest child and Charles will claim the oldest child.

b. When there is only one minor child, the parties will alternate the dependency exemption for the minor child. Bethany will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and Charles will claim the minor child as a dependency exemption for even-numbered tax years.

24. Bethany Income. Bethany's income is set at \$75,000 a year or \$6,250 a month.

25. Charles Income. Charles' income is set at \$11,114 a month.

26. CB Malaga Business. In regards to the C.B. Malaga Business, Bethany is entitled to \$25,000 from that business. Subject to the \$25,000 payment to Bethany, Charles is awarded C.B. Malaga free of any claims of Bethany. Charles is responsible for all debts and liabilities of C.B. Malaga. He shall pay her the \$25,000 no later than December 1, 2025.

27. American Actuarial Consulting Group Business. As to the American Actuarial business, Bethany is entitled to \$24,760, which is half of Charles' interest in this business. Charles shall pay this amount to Bethany no later than December 1, 2025. He is awarded all interest in AACG, free and clear of any claim of Bethany once he makes that payment.

28. Saltaire Property. As to the marital home or the Saltaire property. The marital home is located at 848 West Summerview Lane, Lehi, Utah. Charles is awarded Saltaire and its asset free and clear of any claim of Bethany. Charles shall pay Bethany \$128 for her interest in the company.

29. Bethany may remain in the marital home until January 10, 2026. Bethany shall pay Saltaire \$3,000 a month in rent for November 2025 and December 2025 and \$1,000 for the first 10 days in January. Bethany shall ensure that the home is in as good a condition when she turns it over to Saltaire as it is in now. Charles is permitted to do a 30 minute walk through of the house at a mutually agreed time within 10 days of the oral ruling.

30. Child Support. As to child support, Bethany's income is \$6,250. Charles' monthly income is \$11,114. Child support is based on Bethany having 211 overnights with two children and Charles having 154 overnights. Using the child support guidelines, that puts Charles' monthly child support obligation to Bethany in the amount of \$893 a month beginning November 1st of 2025.

31. Alimony. Bethany is awarded \$3,763 per month in alimony commencing November 1, 2025 through February 28, 2035, or upon Bethany's remarriage or cohabitation, or the death of either party, if earlier.

32. Back child support and alimony. For back child support and alimony, Charles is requesting an adjustment back from back child support and alimony saying that they were overpaid. The court refuses to go back and make any adjustments to previous child support or alimony amounts that were paid.

33. Charles Schwab Accounts. There are two Charles Schwab accounts, account number 8316 and account ending in 0950. Both Schwab accounts are awarded to Charles, free and clear of any claim of Bethany.

34. Division of Debt. The parties have the following marital debt at the time of separation: \$34,338.02. This debt should be divided equally between the parties with Bethany being required to pay this debt and Charles making a payment to her in the amount of \$17,169.01, no later than December 1st of 2025. Bethany shall have Charles' name removed from any liability associated with these accounts no later than January 3rd of 2026.

35. Personal Property. As to the remaining personal property, personal property shall be divided consistent with the formula recommended by Bethany. Bethany shall prepare a personal property list. The list shall be sent to Charles to supplement. The party who selects first will be determined by a coin toss or some other method of chance agreed to by the attorneys. The parties shall then alternate selecting from the list. The exclusion to that would be the journals. The journals are awarded solely to Bethany. They need to be turned over to her if they are in Charles' control or he knows where they are or has them in any way.

36. Vehicles. Each party is awarded his or her respective vehicles and solely assume all obligations thereon.

37. Retirement. Bethany's Bank of America 401k is awarded solely to Bethany. Bethany's Young Living 401k is found to be marital property, and shall be divided equally. The parties will cooperate in choosing counsel to do a QDRO and equally divide those costs.
38. Financial Accounts. Except where otherwise specified herein, each party is awarded the financial accounts in his or her respective name without claim by the other party.
39. Costs of Appraisal. Bethany obtained an appraisal of the Marital Home at a cost of \$599. The Court finds the appraisal expense to be a marital expense to be shared equally between the parties. Charles shall reimburse Bethany \$300 toward the appraisal cost no later than May 15, 2026.
40. Attorney Fees and Litigation Costs. As to attorney's fees and litigation costs, each party is required to pay their own attorney's fees and the court will not retroactively adjust attorney fee payments or custody evaluator payments.
41. Release of Guardian ad Litem. As the active litigation is concluded, the Guardian ad Litem is released.
42. Except as specifically modified herein, all prior findings, rulings, and orders of the Court remain in full force and effect.

Order is signed when electronically stamped by the Court on the first page

Approved as to form:

/S/ Michael Teter*

Attorney for Petitioner

*signed with permission by TKB via email on May 14, 2026

/S/ Tim K. Brown

Tim Brown

Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing was served upon the following on May 14, 2026

Counsel for Respondent