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Attorney for Brianna Marily Russell

IN THE FOURTH DISTRICT COURT WASATCH COUNTY, STATE OF UTAH	
In the matter of the marriage of: BRIANNA MARILY RUSSELL, <i>Petitioner,</i> and ANDY LEE RUSSELL, <i>Respondent.</i>	<u>DECREE OF DIVORCE</u> Civil No: 264500007 Judge: Jennifer A. Mabey

The Court, having received and reviewed the file on record, having received the Declaration of Jurisdiction and Grounds of Petitioner, and also having received and entered its Findings of Fact and Conclusions of Law, and now being fully advised in the premises, does hereby ORDER, ADJUDGE, and DECREE as follows:

DIVORCE

1. The parties are awarded a Decree of Divorce upon the grounds of irreconcilable differences, and the bonds of matrimony now and heretofore existing between the parties should be dissolved. The divorce shall become final upon entry by the Clerk of the Court.

CHILD CUSTODY & PARENT TIME

2. The parties have two (2) minor children born as issue of the marriage, to wit: A.R. (Born: April 29, 2017), A.R. (Born: December 2, 2021).
3. The Petitioner shall be designated the custodial and residential parent.
4. Parent time shall be as the parties agree. If the parties do not agree, the Respondent's parent time schedule shall be as follows:
 - a. During the school year every other weekend, from Friday 5 p.m. to Sunday at 7 p.m., and in addition the Respondent may have a Sunday overnight on his weekend whenever the children do not have school on Monday morning, and may return the children Monday at 7:00 p.m.
 - b. Father may exercise weekly mid-week visitation from 4:00 -7:00 p.m. in Heber. Because father may not be able to do this each week and a weeknight is not set, father shall notify mother a reasonable amount of time in advance.
 - c. During the summer, parent time shall be week on/ week off with exchanges on Sundays at 5:00 p.m.
5. The holiday parent time schedule shall be as the parties agree. If the parties cannot agree, the holiday parent time schedules shall be pursuant to Utah Code Annotated § 81-9-302 with the mother designated as the custodial parent for purposes of following the statute.
6. The parties shall exercise joint legal custody. Day-to-day decisions involving the children shall be made by the parent with whom the children are then with. Emergency decisions affecting the health or safety of the children shall be made by the parent who is with the

children at that time. Significant decisions involving legal matters, health, education and religious upbringing should be discussed in an attempt to reach an agreement. The parties shall consult with professionals if necessary, and if the parties are unable to reach agreement, the parties shall mediate before taking the matter to Court.

PARENTING PLAN

7. For transportation and parent time exchanges, the Petitioner shall provide the children with transportation, the parties shall meet halfway on Fridays (during the school year) and Sundays in summer for the exchange at Will's Canyon Pit Stop in Orem, Utah. If Petitioner's mother is unavailable, then up to four times a year the Respondent will need to pick up the children when his time commences due to Petitioner's health and vision problems. The Respondent shall deliver the children home at the end of his school year parent time.
8. The party who is not exercising his/her physical parent-time with the minor children shall be entitled to reasonable virtual parent-time for a reasonable duration. Virtual parent time is expected to occur up to three times during the week and once on the weekend. Unless there are special issues that come up the parties shall limit virtual parent time to thirty minutes. Virtual parent time shall occur between the hours of 5:30 and 7:00 p.m.
9. The parties shall be equally responsible for any extracurricular fees and costs for any activities approved by both parents in advance and in writing. Before enrolling the children in an activity, the parties shall discuss the activity and any potential associated cost. Neither parent shall sign the children up for extra-curricular activities that would interfere with the other parent's weekend parent time with the child(ren), unless they have agreed otherwise.

10. Both parties shall be equally responsible for any and all of the children's required educational related expenses. Said expenses include, but are not limited to, enrollment fees, school supplies, field trip expenses, school lunches, and any school related activities.
11. The parties shall adopt the advisory guidelines of Utah Code Annotated §81-9-202 and adopt those provisions into this parenting plan and will become familiar with it and abide by these guidelines.
12. The parties and anyone connected to the parties (i.e. girlfriend/boyfriend, significant other, spouse, family member, friend), shall not enter the other party's place of residence without the permission from the other party.
13. Both parties shall provide contact information to each other of any surrogate care arranged for minor children. At a minimum, contact information shall include the person's name, phone number and address.
14. If either party takes the minor children out of the State of Utah, that party shall provide the other party with a copy of his or her itinerary prior to the travel.
15. If a party wishes to move 150 or more miles from the other party, the relocating party shall provide written notice to the non-moving party as identified in Utah Code Annotated § 81-9-209 (2024) and the parties shall attend mediation to address the issues of custody, parent-time and transportation.
16. The parties shall make a good faith effort to make the children available to one another for extended family functions, significant life events, and holiday celebrations.

17. The parties shall not introduce the children to significant others unless they have been in a committed relationship for 6 months or longer.
18. The parties shall not have a significant other spend the night while exercising parent time with the minor children unless the party has been in a committed relationship with the significant other for 6 months or more.
19. The parties shall not use excessive punishment, physical discipline, verbal or emotional abuse to discipline the minor children.
20. The parties shall not permit third parties to post pictures of their children on public platforms online, or on public social media accounts, without the consent of a parent.
21. The parties shall not personally or allow third parties to discuss divorce, custody, or legal custody issues with the children, nor attempt to influence them regarding these issues, such as where they should reside, and where they should go to school.
22. The parties shall respect their children by communicating primarily with one another directly rather than making the child a messenger between them. The parties shall not ask the children to keep secrets from the other parent. The parties shall not drill/question the child about the other parent or use the child to get information about the other parent's personal life. The parties shall not disparage or degrade the other parent or allow a third party to disparage or degrade the other parent while in the presence of the minor children. The parties shall treat each other with dignity and respect in the presence of the children.

CHILD SUPPORT

23. Based on a sole custody worksheet with Brianna's gross monthly income of \$2,358 per month and Andy's gross monthly income of \$6,000 per month. Andy's child support obligation shall be \$1,044 per month. Child support shall commence on April 1, 2026. As of March 20, 2026, father is current on his child support obligation.
24. Pursuant to Utah Code Annotated § 78-45-7.16, child support for the parties' minor children shall continue until such time as the children become 18 years of age, or graduate from high school through a regular course of study, whichever occurs later, or until such time as the children have been otherwise emancipated prior to the age of eighteen (18).

HEALTH INSURANCE & MEDICAL COSTS

25. The parties shall follow the Standard Utah Code regarding Health Insurance Premiums, Medical Expenses, Dental Expenses, Vision Expenses, and etc., where each party shall pay one half ($\frac{1}{2}$) of the costs associated with these expenses incurred for the minor children.
26. Both parties shall be responsible to provide health insurance for the minor children, where the party who is able to obtain health insurance coverage at the most reasonable cost shall obtain the coverage and should provide the other party with executed claim forms, medical cards, insurance information, and other assistance necessary to ensure the prompt payment of the insured portions of such claim. The parties shall equally divide the cost of the minor children's premiums.

27. The parties shall share equally all reasonable and necessary uninsured medical expenses incurred for the minor children, and all reasonable and necessary dental expenses incurred for the minor children.
28. A parent who incurs a reasonable and necessary uninsured medical expense or dental expense for the minor child shall provide written verification showing an itemized invoice for services performed and the cost and payment of the expense to the other parent within thirty days of payment. The other parent shall pay his/her one half ($\frac{1}{2}$) of the expense within thirty (30) days after receiving the written verification.
29. Notice to Medical Expense Creditors: Pursuant to Utah Code, Annotated §§ 15-4-6.7, 30-2-5, and 30-3-5(1)(c), when a court order has been entered providing for payment of medical expenses of a minor child pursuant to Utah Code Annotated §§ 30-3-5, 30-4-3 or 78B-12-212 or an administrative order under § 62A-11-326, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, each party should:
- a. Send a copy of the court order referenced above to the creditor of the particular medical expense of the particular minor child.
 - b. Notify the particular creditor of that parties' current address.
 - c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also

inform the particular creditor that it may not make a negative credit report under § 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14 Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

CHILD CARE COSTS

30. The parties shall be responsible for their own childcare expenses incurred on the minor children's behalf.

PERSONAL & REAL PROPERTY

31. The parties have no joint property or real property. Each party shall keep that property that is currently in their possession.

DEBTS & LIABILITIES

32. The parties do not share any marital debt. Any individual debts or obligations shall be the responsibility of the party who incurred such debt or obligation.

FINANCIAL, RETIREMENT & INVESTMENT ACCOUNTS

33. The parties have no marital financial accounts, retirement accounts, or investment accounts.
34. Each party shall each be awarded any bank account titled in their name

ALIMONY

35. There shall not be an alimony award now or in the future.

TAXES

36. In the year 2026 and thereafter, the parties shall each claim one minor child on their tax returns, with Brianna claiming A.R. (Born: April 29, 2017) for tax purposes, and Andy claiming A.R. (Born: December 2, 2021), When there is one minor child remaining, Brianna shall claim the minor child for tax purposes in even numbered years. Andy shall claim the parties remaining minor child in odd numbered years. Per Utah law, if a party is not current on their child support obligation as of December 31st in a calendar year, they may not claim a minor child as dependent on their taxes for that year.

MISCELLANEOUS

37. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.
38. The parties shall enter into a mutual restraining order, preventing either party from committing domestic violence against the other, attempting to commit domestic violence, harassing, disparaging, and etc. to the other party.
39. The Petitioner shall be allowed to be restored to her maiden name, Brianna Marily Broadhead, or whatever name should she so choose.
40. Each party shall pay their own attorney fees.

**END OF DOCUMENT – COURT SIGNATURE AND DATE APPEAR AT THE TOP OF
THE FIRST PAGE**

APPROVAL AS TO FORM:

Electronically signed with permission

/s/Darin Featherstone

Darin Featherstone
Attorney for Respondent

RULE 7 NOTICE

Please be advised that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, if you wish to file an objection to the form of the proposed order, you must do so within 7 calendar days after service of the proposed order. The party preparing the proposed order shall file upon being served with an objection or upon expiration of the time to object.

DATED this 12th day of May 2026.

OLD TOWN LEGAL SERVICES, PLLC

/s/ Lauren Forsyth
Lauren Forsyth
Attorney for Brianna Marily Russell

CERTIFICATE OF DELIVERY

I hereby certify that on this 12th day of May 2026, I delivered a true and correct copy of the foregoing via email:

Darin Featherstone
Counsel for Respondent

/s/ Lauren Forsyth