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

In the matter of the marriage of: NETELL CARRIE JOHNSON, Petitioner and BRANDON TODD JOHNSON, Respondent	DECREE OF DIVORCE CIVIL NO. 254403454 JUDGE SEAN PETERSEN COMMISSIONER MARLA SNOW
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Petitioner Netell Carrie Johnson having filed a *Verified Petition for Decree of Divorce* against Respondent Brandon Todd Johnson, the parties attended mediation, having entered into a full agreement resolving all issues, and the Court having previously entered its written *Findings of Fact and Conclusions of Law*,

**NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED
AND DECREED AS FOLLOWS**

- Jurisdiction:** The parties are residents of Utah County, State of Utah, and have resided therein for more than three (3) months immediately preceding this action.
- Marriage information:** The Parties were married on July 30, 1998.
- Grounds:** The Parties are hereby granted a Decree of Divorce on the grounds of irreconcilable differences.
- Children:** The parties have two (2) minor children, to wit JCJ, born April 2013, and WJJ, born June 2016. The parties' children are not subject to any litigation. The parties' children have resided in the State of Utah for at least the last six (6) months prior to filing this action. Neither party is receiving any public assistance for the benefit of the dependent children.

5. **Custody / Parent-Time:** Netell is hereby awarded primary physical custody with parent-time to Brandon consistent with the schedule set forth in Utah Code §81-9-302 with an additional non-overnight midweek visit each week. At times Brandon's mid-week visits may be overnight to accommodate Netell's early morning work schedule. The schedule shall be as the parties agree. If the parties do not agree Brandon shall have the children Mondays and Wednesdays for his midweek visits and alternating weekends, Friday through Sunday evenings.
6. **Holidays:** Unless agreed otherwise by the parties, the following holidays shall be divided as set forth below.

Holiday	Holiday Time Period	Father Awarded	Mother Awarded
Dr. Martin Luther King Jr. Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
President's Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Spring Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Memorial Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd
Mother's Day	Beginning when school is regularly dismissed for the weekend through the morning when school resumes.		Every Year
Father's Day	Beginning when school is regularly dismissed for the weekend through the morning when school resumes, or 9 a.m. on Monday if the child is not in school.	Every Year	
Labor Day Weekend	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Fall Break	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Odd	Even
Halloween	Beginning when school is regularly dismissed on October 31 st , or at 9 a.m. if there is no school until the following day upon delivering the child to school, or 9 a.m. if the child is not in school.	Even	Odd
Thanksgiving	Beginning when school is regularly dismissed for the holiday through the morning when school resumes.	Even	Odd

Winter Break (First Half)	Beginning at the time that school is regularly dismissed through December 27th at 7 p.m.	Odd	Even
Winter Break (2nd Half)	Beginning December 27th at 7 p.m. through the morning when school resumes.	Even	Odd
Summer	As agreed by the parties, if they cannot agree pursuant to Utah Code §81-9-302.		

7. **Transportation:** The receiving parent shall pick up the child(ren) at the beginning of his or her parent-time.

8. **Travel Notification:** If the children travel out of the State of Utah, the traveling parent shall provide to the other an itinerary of travel dates, destinations where the children can be reached, and contact number to reach the children.

9. **Virtual Parent-Time:** Each parent shall permit and encourage, during reasonable hours, virtual communication with the children. Neither party shall restrict the children's ability to contact the other parent at any time.

10. **Trading Time:** The parties shall trade favors and do their best to ensure that the child has meaningful time in both homes. The parties shall be flexible with each other when minor changes are necessary. The parties shall give as much advance notice as possible if changes are necessary. Special consideration shall be given to trade time, so the children would be available to attend family functions, funerals, weddings, family reunions, important ceremonies, and other significant events in the life of either parent which may inadvertently conflict with the parent-time schedule.

11. **Relocation:** In the event a party moves more than 50 miles away from the residence of the other parent, the moving parent shall provide 60 days advance written notice as set forth by U.C.A. § 81-9-209.

PARENTING PLAN

12. Principals of Co-Parenting: The parties shall create an effective co-parenting relationship for the benefit of their minor children. The parties shall strive to raise happy and well-adjusted children and to respect each other in their respective parenting roles. The parties realize that they each have different parenting functions and shall support and acknowledge the benefits to the children of having a healthy relationship with both parents. The parties shall reduce the conflict between them and learn problem solving skills and implement those skills to eliminate future conflict. The parties shall have open communication and shall focus on the needs and interests of their children ahead of their own personal interests.

13. To implement the vision of the parties' shared parenting plan, and because of their common concern for their children's emotional well-being, the parties shall adhere to the following governing principles: a. The parties' co-parenting relationship shall be built on trust and respect; b. The parties shall establish and maintain parental communication with each other to ensure that the other parent is informed about the children's needs; c. The parties shall support each other in their respective parenting roles, say positive words about the other parent to the children and the parties shall be restrained from saying anything negative about the other parent in the children's presence. The parties believe this purpose to be honorable and that such will help the child develop good self-esteem; d. The parties shall listen to each other and do their best to understand the other's point of view; e. The parties shall use their best efforts to resolve all conflict between them and utilize experts to assist them in this endeavor if they are unsuccessful personally; f. The parties shall solve problems and make joint decisions by working through their decision-making procedure, which is described herein; g. If tension arises in a telephone call, the

parties shall take a break from the telephone call or leave their conversations to e-mail or text message; h. The parties shall work together to improve their parenting skills and to share their ideas; i. The parties shall live by the golden rule and they shall treat each other as they would like to be treated; j. The parties shall start over and recommit to this parenting plan when one or both of them steps outside of the plan and forgets about a commitment made in this plan; and k. The parties shall see the other parent as a resource, consultant and ally. The parties shall effectively work together as co-parents to promote the best interests of their child.

14. The parties recognize that their children will feel more secure and loved when the parties are working together in a positive, cooperative and constructive manner. Consistency in parenting will help the parties raise emotionally healthy and secure children. Therefore, the parties shall discuss parenting strategies, and develop, if possible, consistent rules and parenting approaches. The parties shall implement, whenever possible, consistent bed-times, discipline strategies and other rules. Moreover, the parties recognize that parenting will be more effective if they work together as a united front.

15. Communication: The parties shall communicate primarily through email or text message, but may communicate in the most reasonable manner, whether by telephone or by personal letter. Both parents shall communicate civilly and avoid using the minor or adult children to relay messages or information. Their communication shall be respectful and regarding the children.

16. Day-to-Day Decisions: The parent in charge during a time-shared block may make minor day-to-day decisions regarding the minor children's care. This is interpreted to mean that the parent who has physical custody of the children during the time-shared block may make those minor day-

to-day decisions without having to consult with the other parent.

17. Major Decisions: The parties shall consult with one another and reach agreements on major issues concerning the children's physical health, mental health, education, religious upbringing, and general welfare.

18. Procedure for Joint Decision-Making: The parties shall share all major decisions concerning their children's health, education, and general welfare. The parties shall use the following decision-making procedure as their guide: a. The parties shall initially identify the issue; b. The parties shall research the issue and possible solutions related to the issue and listen to and understand each other's perspective; c. The parties shall brainstorm all possible solutions related to that specific issue; d. The parties shall use the most sensible resolution that considers the needs and interests of everyone involved, particularly the children, in an attempt to reach a "win-win" solution; and e. The parties shall take the advice of experts involved in their children's lives while making decisions about what is best for their children. The parties shall take the advice of the children's pediatrician, dentist, counselor, therapist, orthodontist, school counselor, and others that have insight into what is best for their children related to the experts' field of expertise.

19. Tie-Breaking Procedure: If the parties cannot reach a consensus regarding a major parenting decision, after following the joint decision-making procedure and implementing the governing principles as outlined above regarding their shared vision, Netell shall have interim decision-making authority subject to Brandon's ability to request the Court's de novo review.

20. Sharing Information: Each party shall have access to all educational, childcare, and medical records of the children. The parties shall use their best efforts to communicate and share

information with each other to convey information regarding their children's schoolwork, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information that is appropriate to share with the other parent. The parties shall affirmatively notify the other parent of all school programs, church events, extracurricular activities, sports activities, and special occasions involving the minor children. The parties shall provide the other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate his/her own relationship with these professionals. The parties shall immediately notify the other parent of any change of address and telephone number. Both parents shall be listed as emergency contacts.

21. Education Plan: Both parents shall have access directly to online platforms, school reports, and both shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions. The parties shall share passwords for any school website so each can access events and schoolwork online. Regular in-person school shall not be interrupted for the exercise of parent-time. The current Highland home shall be designated as the primary residence of the minor children for purposes of identifying the appropriate school where the children will attend.

22. Medical Plan: Each parent shall notify the other parent of significant illnesses the children. Both parents shall notify the other party immediately in the event of a medical emergency. In the event that the other parent cannot be reached in the event of an emergency, the parent with the children can make interim decisions. Both parents shall notify the other parent any information relating to the children's medications or medical treatments.

23. Mutual Restraining Order: Both parents shall be mutually restrained from disparaging

the other in the presence of the adult or minor children or on social media; discussing the case, support, or other adult topics with, within earshot, or in the presence of a minor children; from harming or threatening harm to the other; and shall prevent third parties from doing the same.

24. Child Support and Alimony: Beginning June 1, 2026 Child support shall be paid pursuant to the Utah statutory guidelines in the amount of \$3,530 per month based on Netell's income of \$4,500 per month and Brandon's income of \$29,167. This child support amount shall remain the same through June of 2034 and will not be adjusted including if (1) child become eighteen years of age and has graduated from high school during the child's normal and expected year of graduation, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. In addition to the child support, Brandon shall pay Netell alimony in the amount of \$4,950 per month until June 2034 for a total support amount of \$8,480. Alimony shall automatically end if Netell remarries, cohabits, or either party dies; whichever occurs first. Support shall not be modifiable. Support shall be paid $\frac{1}{2}$ on the 5th and $\frac{1}{2}$ on 20th of each month.

25. Health Insurance: In accordance with Utah Code Ann. §81-6-208, insurance for the medical and dental expenses of the minor children shall be provided by the parent who can obtain the best coverage at the most reasonable cost. The parties shall be equally responsible for all the cost of the children's per capita portion of the insurance premiums. If at any point in time, the child is covered by insurance plans of both parents, the insurance of the parent with the earliest birthday shall be primary, and each shall pay his/her own premiums.

26. Medical Expenses: Each parent shall pay one-half of all reasonable and necessary unreimbursed medical and dental expenses for the minor children. The party who incurs the

medical expense shall provide written verification of the cost and payment of the expenses to the other party within 30 days of payment. Reimbursement by the other party shall be paid within 30 days. A parent incurring medical expenses shall be denied the right to recover the other party's share of the expenses if that party fails to comply with this provision.

27. A provider who receives a copy of the order shall separately bill each parent for his/her 50% share of the medical and dental expenses that the parents incur and shall not make a claim for unpaid medical and dental expenses against a parent who has paid in full his/her 50% share of the medical and dental expenses or make a negative credit report under Section 70C-7-107, or 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 the share of the medical and dental expenses that the parent is required to pay under the order.

28. **Childcare Expenses:** Family care is preferred over surrogate care. If reasonable and necessary daycare is needed, it shall be divided equally between the parties,

29. **Tax Returns:** The parties shall share the ability to claim the minor children for purposes of filing federal and state income taxes with Netell claiming J.J. and Brandon claiming W.J., and when only one child remains, alternating every other year claiming W.J. with Netell claiming him on even tax years and Brandon on the odd years.

END OF PARENTING PLAN

30. **Real Property:** Netell is hereby awarded the home located at 6172 Ridge Road Highland, Utah and shall hold Brandon harmless on all expenses and liabilities associated with the home, including but not limited to the mortgage (United Wholesale Mortgage) and Home Equity Line of Credit (AFCU x6597). Netell shall refinance or assume the home mortgage to

remove the other party from liability by June of 2034, if she is more than 30 days late on a payment, if she cohabits, or remarries; whichever occurs sooner.

31. Brandon shall bring the mortgage and home equity line of credit current through May 2026. Brandon shall vacate the home by July 1, 2026 leaving his occupied space clean and free of clutter.

32. Brandon shall be responsible for any tax liens recorded on the home. A tax lien shall not be considered an "obligation," "expense," or "liability" associated with the home.

33. Brandon is hereby awarded the Villa Azul Celeste property and timeshares with the Cliff Club Snowbird, Four Seasons in North San Diego and Grandview at Las Vegas and shall hold Netell harmless on all expenses and liabilities associated with these properties, including but not limited to the Knoll loan relating to Villa Azul Celeste (the "Knoll Villa Loan"). Brandon shall be fully responsible for any potential liability (if any) between the partners and shall hold Netell harmless. If Netell pays the fee, she may have one week at the Four Seasons in North San Diego with full club benefits.

34. Vehicles: Netell is hereby awarded the Toyota Sienna. Brandon is hereby awarded the BMW 328i. Brandon is hereby awarded the Mercedes Benz M350.

35. Personal Property: During the course of the marriage the parties have acquired personal property, which shall be divided equitably as agreed by between the parties with a goal of equal division. If there is a dispute regarding the division of the joint marital personal property, the parties shall write a list of the disputed items and take turns picking one item at a time from this list until the disputed property is equally divided with Brandon receiving the first pick for four items. Netell is hereby awarded the grand piano and buggy as her separate property.

36. Business Interests: Brandon is hereby awarded the marital interest in Hipterra LLC, Cowen Management LLC, Law Office of Brandon Johnson PLLC, Farnsworth Johnson PLLC, Villa Azul Celeste Investors LLC, and Orange Mill LLC. Brandon shall hold Netell harmless for any liabilities and debts associated with the businesses, including but not limited to the Knoll Villa Loan.

37. Financial Accounts: During the marriage, the parties acquired various financial accounts, and each is hereby awarded the accounts as set forth in the chart below:

Asset	Awarded to:
AFCU x1490 (checking)	Awarded to Netell.
AFCU x1490 (share savings)	Awarded to Netell.
AFCU x6597 (share savings)	Awarded to Brandon.
Charles Schwab (investor checking)	Awarded to Netell.
Chase 6959 (business savings)	Awarded to Brandon.
Chase 7997 (business checking)	Awarded to Brandon.
PayPal	Awarded to Brandon.
PayPal @ netellj@gmail.com	Awarded to Netell.
Utah Community Credit Union x0940 (checking)	Awarded to Brandon.
Utah Community Credit Union x0940 (savings)	Awarded to Brandon.
Utah Community Credit Union x1500 (checking)	Awarded to Brandon.
Utah Community Credit Union x1500 (savings)	Awarded to Brandon.
Utah Community Credit Union x4703	Awarded to Brandon.
Utah Community Credit Union X4703 - 00 Savings	Awarded to Brandon.
Utah Community Credit Union x6597 (checking)	Awarded to Brandon.
Utah Community Credit Union x6597 (savings)	Awarded to Brandon.
Venmo @Brandon-Johnson-64	Awarded to Brandon.

Venmo @stjansen	Awarded to Brandon.
Venmo @villa	Awarded to Netell.
Venmo@Netell-Johnson	Awarded to Netell.
Wealthfront x73-02	Awarded to Netell.

38. Retirement: The parties have acquired retirement which shall be divided as set forth in the chart below:

Asset	Awarded to:
Health Equity x5349 (HSA)	Awarded to Netell.
Intermountain 401K	Awarded to Netell.
New York Life IRA	Awarded to Brandon.
One America IRA x0050	Awarded to Brandon.

39. Life Insurance: Any life insurance policy acquired by the parties during the marriage shall be divided as set forth in the chart below:

Asset	Awarded to:
American General Life Insurance x5228	Awarded to Brandon.

40. Debts and Obligations: During the marriage, the parties acquired marital debts and obligations which shall be divided as set forth in the chart below. Each party shall hold the other harmless for the liabilities assigned to each.

Debt	Awarded to:
AFCU x1490 (line of credit)	Netell's responsibility.
AFCU x1490 (Visa Classic)	Netell's responsibility.
AFCU x6597 (auto loan 1)	Brandon's responsibility.

AFCU x6597 (line of credit)	Brandon's responsibility.
AFCU x6597 (Visa Platinum)	Brandon's responsibility.
AMEX x5113 (credit card)	Brandon's responsibility.
Bank of America x4400 (credit card)	Brandon's responsibility.
Capital One x4147 (credit card)	Brandon's responsibility.
Cavarly Portfolio Services x2318 (CitiBank collections)	Brandon's responsibility.
CFNA Bridgestone x2313 (charge card)	Brandon's responsibility.
Chase x2676 (ink credit card)	Brandon's responsibility.
Citibank (credit card)	Brandon's responsibility.
Discover (credit card)	Brandon's responsibility.
Jet Blue x6999 (Mastercard) Barclays	Netell's responsibility.
Portfolio Recovery (Barclays) (collections)	Brandon's responsibility.
Wells Fargo x5774 (credit card)	Brandon's responsibility.

41. Brandon shall be solely responsible for all joint federal and state tax liabilities, including but not limited to those set forth in the chart below and all tax liens as set forth above. He shall hold Netell harmless for these liabilities. The parties shall cooperate if Netell applies for 'innocent spouse' or 'equitable relief' status but such shall not increase Brandon's liability.

Debt	Awarded to:
Federal IRS	Brandon's responsibility.
Utah State Tax Commission (various years)	Brandon's responsibility.

42. Attorney Fees: The martial estate has paid for the parties' attorney fees and costs. Any future fees shall be the responsibility of the party incurring them.

43. Execution of Documents: Both parties shall be required to execute all title documents,

deeds, and any and all other documents necessary to transfer ownership of the real or personal property as required by the Decree of Divorce. The parties shall waive and relinquish any interest in the property awarded herein to the other party, whether real or personal, and acknowledge that they shall hereafter have no interest in said property.

SO ORDERED.

Order becomes effective on the date of electronically added signature and seal on page one.

APPROVED BY:

/s/ Bryant McConkie (approved via email on 6/1/26)

Bryant McConkie

Attorney for Petitioner

Notice Pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure

Notice is hereby given that pursuant to Rule 7(f)(2) of the Utah Rules of Civil Procedure, that this Decree of Divorce shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this Notice.

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of May 2026, I served via e-mail a true and correct copy of the foregoing on Bryant McConkie, *Attorney for Petitioner*

/s/ Jonathan G. Winn