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Attorneys for Brenden Ferber

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH
775 West Center Street, Spanish Fork, Utah 84660

In the matter of the marriage of:

SONYA FERBER,

Petitioner,
and

BRENDEN FERBER,

Respondent.

DECREE OF DIVORCE

Civil No. 264300012
Judge Jared Eldridge
Commissioner Marian Ito

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was signed April 6, 2026, and previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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

1. Residency: Sonya is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
2. Marriage: The parties married on August 13, 2005, in Graham County, State of Arizona. The parties are currently married. The parties separated on or about September 12, 2025.
3. Child: There is one (1) minor child of this marriage: J.A.F., born May 2015.
4. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby.
5. Information Sharing: Both parties are entitled to direct access to all of the child's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the child (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.
6. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties will keep each other informed and

give notice to the other parent of the activities and appointments of the child. The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education.

7. Dispute Resolution: If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the Mother will make a written proposal to the Father. If the Father desires to take the issue to mediation, the Father will give notice within 14 days of receipt of the Mother's proposal to the Mother in writing of his objection and request for mediation and the parties will promptly submit the matter to mediation (schedule within 14 days). If the Father does not send a written request that he desires mediation within the 14 days, then the Mother may proceed with the proposed action. If, after mediation, the parties still disagree on the issue, then the Father may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child. If the Father does file a motion in court within 14 days from the mediation date, then the Mother may proceed with the proposed action.

8. Educational Plan: Unless the parties agree otherwise, the child will continue to attend her current school and the appropriate feeder school(s). In the future, if the parties disagree on the school placement or registration, they will use the dispute resolution procedures outlined herein. Both parents shall have access to the child during school and authority to check the child out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the

minor child in his/her care will be responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time.

9. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

10. Communication between Parents: All communication between the parties shall be civil in nature. Medical emergencies shall be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

11. Communication with Child: Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration, and shall be unmonitored. If the child is not available when a parent calls, then the party with parent time will initiate or have the child initiate return contact as soon as possible the same day, but not later than 24 hours. The child may initiate contact with either parent at any reasonable times and durations.

12. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

13. Physical Custody: The parties will be awarded joint physical custody of the minor child. Parent time shall be as the parties may agree. If the parties are unable to agree, parent time will be pursuant to Utah Code 81-9-305, with the Father exercising his mid-week parent time and overnights on Mondays and Tuesdays, and the Mother exercising her mid-week parent time and overnights on Wednesdays and Thursdays each week. The parties will alternate weekends from Fridays to Monday mornings.

14. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-303 summarized as follows:

Holiday	Holiday Time Period Utah Code 81-9-303	DAD	MOM
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the minor child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Odd years	Even years

Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mom Every Year	Mom Every Year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Dad Every Year	Dad Every Year
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the minor child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:	Even years	Odd years

	(a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

15. Summer Parent Time: Extended parent time during the summer will be pursuant to Utah Code 81-9-305 (2 weeks each). Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.

c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.

d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

16. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the exchanges will be school-to-school or by the receiving parent, if school is not in session. The “receiving parent” is the parent who is beginning parent time.

17. Moves: The parties have joint physical custody, and therefore, the provisions of Utah Code 81-9-209 do not apply. As such, absent a written agreement of the parties, a parent desiring to relocate the child to a distance that makes joint physical custody unworkable or impractical, that parent must file a petition to modify seeking court assistance for custody and parent time.

18. Mutual Restraining Orders re Child:

a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor child. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.

b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor child.

- c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the child.
- d. Not Use Child as Messengers: The parties will not use the child to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the child.
- e. Undue Influence: Both parties are restrained from attempting to influence the child's preference regarding custody or parent time.
- f. Interrogation: Neither parent shall question, interrogate or "pump," the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the child.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.
- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the child.
- j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

19. Child Support: The Mother is employed and earns approximately \$4,268 per month. The Father is employed and earns approximately \$6,543 per month. Effective April 1, 2026, child support is awarded to the Mother from the Father in the amount of \$130 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month.

20. Childcare: Utah Code 81-6-209 shall apply and order the equal division of work-related childcare expenses. A parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent within 30 calendar days and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of day care expenses within 30 days of payment of a day care expense, the party may be denied the right to reimbursement for such expenses. Childcare arrangements with family members are preferred as are childcare arrangements with nominal or no charge. A party using family members to provide childcare will not be entitled to reimbursement unless both parents have agreed in advance in writing to the specific family member providing the care and the associated costs. The parties will share the contact information of all childcare providers with the other parent and share the contact information of both parents with the childcare provider.

21. First Right: Each parent will have the first right to provide care for the child over any other third party if the parent responsible for the child is not available for a period of 8 hours or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the child when the other becomes available.

22. Medical and Dental Insurance and Premiums: One or both parents shall provide health care coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. The parent who can secure the best coverage at the most reasonable cost shall do so. Currently, the Mother is providing medical insurance coverage for the minor child. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child's portion of insurance. See Utah Code 81-6-208. If, in the future, any child is covered by both parents (or the insurance plan of a future spouse), the coverage of the Mother shall be primary, and the coverage of the Father will be secondary.

23. Medical Out-of-Pocket Costs: Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for the child, including deductibles and copayments. A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

24. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent will request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

25. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. 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, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

26. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor child incurred during the time leading up to and including high school. 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 and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

27. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

28. Taxes: The parties shall file separate tax returns for the 2026 tax year, and thereafter. The Mother will claim the minor child on her tax returns for the even-numbered tax years; and the Father will claim the child on his returns for the odd-numbered tax years. A party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year. A party's right to

claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

29. Alimony: Effective April 1, 2026, the Brenden shall pay Sonya alimony of \$370 per month. Alimony support shall be paid one-half by the 5th and one-half by the 20th of each month. Alimony shall automatically and permanently terminate (1) after 8 years, (2) upon the remarriage of Sonya, (3) upon the cohabitation of Sonya with another person, or (4) upon the death of either party, whichever occurs first.

30. Real Property: The parties do not claim any interest in any real property.

31. Vehicles: Sonya is awarded the 2014 Cadillac along with any associated debt, insurance, and expenses relating thereto. Brenden is awarded the 2022 Toyota Tacoma along with any associated debt, insurance, and expenses relating thereto.

32. Personal Property: Sonya is awarded the Butterfly bench, the tea cart, and the baby boxes. All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance. Sonya will retrieve her items within 30 days from the date of the Stipulation.

33. Brokerage Account: The parties have a brokerage account with Fidelity with approximately \$6,800. This account will be divided equally between the parties.

34. Bank Accounts: The parties will close any joint bank accounts. Brenden will pay Sonya \$4,000 within 14 days of the Stipulation as settlement on the bank accounts

(excluding the brokerage and retirement accounts). Each party is awarded any bank accounts in his or her sole name as his or her separate property, free and clear of any claim of the other.

35. Debts: There are no known joint debts. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

36. Retirement Accounts:

a. Sonya is solely awarded her URS pension account, and her two Empower 401k accounts, free and clear of any claim of Brenden.

b. Brenden is awarded his John Hancock 401k account, free and clear of any claim by Sonya.

c. Sonya is awarded as the alternate payee the fixed sum of \$93,103 from Brenden's Fidelity 401k account. The parties shall cause to be prepared a Qualified Domestic Relations Order ("QDRO"), to divide the Fidelity account amount to Sonya. The parties will use UtahQDRO.com, or another mutually agreeable provider to prepare the QDRO and share the cost of the preparation of the QDRO one-half each. The parties will provide the preparer with the decree and a copy of Brenden's Fidelity statement.

37. Former Name: Sonya shall be granted the right to name change in a final decree, if she so desires.

38. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

39. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

40. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

41. Waiver of Discovery, Trial and Acceptability. The parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal, tax, or asset valuation advice to either party but is a neutral facilitator only. The parties have the right to advice of legal counsel of his or her own choice before signing the Stipulation and have received such advice or hereby waive that right.

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

APPROVED AS TO FORM:
With the permission of:

/s/Benjamin Wall* via email authorization on 05/13/2026
BENJAMIN WALL
Attorney for Petitioner

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 Decree of Divorce was served upon the following on May 13, 2026:

BENJAMIN WALL
e-filer

☐	e-Filing (UCJA Rule 4-503)
☐	U.S. Regular Mail
☐	Facsimile Transmission
☒	E-Mail

/s/ Jason Fuller