

Krystal L Brown
Name
8848 Altair Drive
Address
Sandy, Utah 84093
City, State, Zip
203-808-2436
Phone
kbrown102385@gmail.com
Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Krystal L Brown
(name of Petitioner)

and

Sean Michael Strickland
(name of Respondent)

Other parties (if any)

Divorce Decree

264401285

Case Number

Graf

Judge

Snow

Commissioner (domestic cases)

The court decrees:

Divorce

1. Krystal L Brown is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Krystal L Brown. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Krystal L Brown** and **Sean Michael Strickland** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Liam Strickland**

Date of Birth: **Oct 11, 2018**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Liam Strickland**

Date of Birth: **Oct 11, 2018**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Oct 13, 2018**

Address: **8848 Altair Drive , Sandy, Utah 84093 United States**

(1).

Caretaker at this address: **Sean Strickland**

Caretaker current address: **2418 E Blaine Ave. , Salt Lake City, Utah 84108**

United States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Krystal L Brown** and **Sean Michael Strickland's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Krystal L Brown** and **Sean Michael Strickland** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Krystal L Brown** and **Sean Michael Strickland**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Krystal L Brown** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Krystal L Brown's** home **254** overnights each year and in **Sean Michael Strickland's** home **111** overnights each year.

The parents will follow a custom parent-time schedule.

a. - The parties have established the following parenting time arrangement, which they jointly acknowledge to be in the best interests of their minor child(ren) at the time of this agreement. - The parties expressly recognize that this arrangement is experimental in nature and subject to modification based on the child(ren)'s evolving needs, practical considerations, and ongoing assessment of their emotional and psychological well-being. -Based on this base rotation It was predicted at the time of the signing of this agreement that the petitioner would have approximately 111 days and the respondent would have 254 days. **PARENTING TIME ARRANGEMENT** The parties, Sean and Krystal, are currently exercising the following parenting-time schedule by mutual agreement. This schedule shall remain in effect until such time as Sean secures a residence that adequately provides for Liam's needs in a manner substantially comparable to the accommodations and stability provided in Krystal's home during her custodial time. **I. Custodial Parent – Current Schedule** Krystal shall serve as the primary custodial parent. She shall have Liam in her care during the weekdays, including all overnight periods, until further modification of this agreement. Whenever Sean is not exercising his designated parent-time, Liam shall remain in the care and custody of Krystal. **II. Non-Custodial Parent – Current Parent-Time (Sean)** Sean shall exercise parent-time as follows: Tuesdays: 3:00 p.m. to 6:00 p.m. (pickup from school when in session; otherwise from Krystal's residence) Thursdays: 3:00 p.m. to 6:00 p.m. (pickup from school when in session; otherwise from Krystal's residence) Every Other Saturday: 8:00 a.m. to 6:00 p.m. Every Sunday: 8:00 a.m. to 1:00 p.m. **III. Parent-Time Schedule After Relocation of Sean** **A. Custodial Parent – Krystal** Krystal shall exercise parent-time as follows: Monday through Thursday morning, with exchange at school drop-off when school is in session, or at 9:00 a.m. at her residence when school is not in session. Every other weekend, as scheduled. **B. Non-Custodial Parent – Sean**

Sean shall exercise parent-time as follows: Every Tuesday after school pickup at 3:00 p.m. (or 6:00 p.m. if school is not in session) with drop-off the same day at 6:00 p.m. Thursday after school pickup at 3:00 p.m. (or 6:00 p.m. if school is not in session) through Sunday at 4:00 p.m., on alternating weekends. IV.

Transportation Responsibilities The parties agree that transportation responsibilities shall be shared equally. Each parent shall pick up the child, Liam, at the beginning of their designated parent-time and drop off the child at the other parent's residence at the conclusion of their parent-time. **Digital**

Calendar System: a) The parties shall utilize a shared digital calendar system (e.g., Google Calendar, ourfamilywizard, talkingparents, appclose, etc) b) Both parties shall have full access to view and edit the parenting time calendar c)

The calendar shall be the official record of parenting time - **Monthly Planning:**

a) The parties shall meet or confer virtually at the beginning of each month b)

During this meeting, they shall: i) Review and confirm the upcoming month's schedule ii) Document any agreed-upon modifications to the base schedule iii)

Address any scheduling conflicts or special events b) **School**

Events/Activities: i) The parent exercising parenting time is responsible for transportation to and from activities ii) Both parents may attend events

regardless of parenting time schedule **Transportation Responsibilities:** a) Each parent is responsible for maintaining appropriate safety equipment b) Each parent shall ensure child(ren) have all necessary belongings for their parenting time c) Transportation costs shall be borne by the transporting parent -

Modification Provisions The parties acknowledge and agree that this parenting time arrangement may require modification based on various factors, including but not limited to: a. The children's emotional, psychological, and

social development b. Changes in either parent's work schedule or employment circumstances c. Relocation of either parent that impacts the geographic proximity between households d. The children's academic needs

and extracurricular commitments e. Logistical challenges that may arise in implementing the schedule f. Any other factors that significantly affect the feasibility or appropriateness of the established schedule -Both parties commit to regularly evaluating the effectiveness of this schedule through open

communication and careful observation of the children's adjustment and well-being. Should either party determine that modifications are necessary, they agree to address such changes through mediation or other appropriate

dispute resolution methods before seeking court intervention, except in cases of emergency. -The parties understand and agree that the success of this

arrangement depends upon their mutual flexibility, cooperation, and commitment to prioritizing the children's best interests above their own convenience or preferences. The parents acknowledge that physical custody

arrangements established within this agreement determine the residential schedule and time allocations for when the children will be in the care of each parent. Both parents recognize that due to the ever-changing nature of individual lives, family dynamics, and children's developmental needs, any parenting plan is inherently experimental and subject to evolution over time. This physical custody arrangement considers multiple practical factors including geographical distance between homes, work obligations, and most importantly, the children's best interests. The parents understand that children's needs change as they develop, and their ability to adapt to divorce-related transitions may vary. This arrangement is therefore designed to be responsive to the children's ongoing social, emotional, and mental well-being. The parents agree that optimal custody arrangements emerge through careful observation and adjustment rather than rigid adherence to predetermined schedules. They commit to maintaining open dialogue about necessary modifications and will work collaboratively to make adjustments without court intervention whenever possible. The parents acknowledge that their ability to negotiate adaptations privately, while prioritizing their children's best interests, typically produces more positive outcomes than seeking court-imposed solutions. **PREAMBLE AND AGREED PARENTING PHILOSOPHY.** This parenting time arrangement is built on the understanding that a successful joint physical custody parenting plan requires three fundamental elements to work effectively. First, parents need to maintain homes within reasonable proximity (ideally 15-20 minutes apart) to minimize travel time and its impact on the children's daily lives. Second, both parents must have work schedules that realistically accommodate equal parenting time. Third, and most importantly, the arrangement must serve the children's best interests, supporting their academic, social, and emotional well-being. With these foundations in place, parents agree to start with a consistent weekly rotation as their base schedule, while maintaining the flexibility to explore other arrangements that might better serve their family's needs. To ensure smooth implementation, parents commit to using a shared digital calendar system for scheduling and documentation, meeting monthly to plan ahead, and reviewing the arrangement annually to make any necessary adjustments. This approach combines structure with flexibility, allowing parents to work collaboratively while having a clear default arrangement to fall back on if disagreements arise. The plan prioritizes mediation over litigation for resolving disputes, emphasizing the importance of cooperative co-parenting in supporting their children's well-being.

Parent-time for special occasions

9. The parents will follow the schedule for special occasions below. If there is more than

one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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 at 7 p.m. on Labor Day.	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 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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 Break	(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 at 7 p.m. on day before school resumes.	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
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	on December 24th at 9 p.m.		
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m.	Even years	Odd years
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
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 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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	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 child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	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 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 at 7 p.m. on Memorial Day.	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.		All Years: Krystal L Brown is the mother
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.	All Years: Sean Michael Strickland is the father	
Summer Break	Sean Michael Strickland will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	of Sean Michael Strickland. Sean Michael Strickland will have an additional two weeks of extended Summer Parent-time at the option of Sean Michael Strickland, subject to weekday parent-time for Krystal L Brown, but not weekends normally exercised by Krystal L Brown. Sean Michael Strickland will notify Krystal L Brown of the summer break extended parent-time by May 1 each year. Krystal L Brown will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Krystal L Brown. Krystal L Brown will notify Sean Michael Strickland of the summer break extended parent-time by May 15 each year. If the notification by Sean Michael Strickland is not timely, Krystal L Brown may determine the schedule for extended parent-time for Sean Michael Strickland, so		

Holiday	Period	Noncustodial Years	Custodial Years
	long as Krystal L Brownhas provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.		
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
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.		
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Krystal L Brown's Birthday	Krystal L Brown will have parent-time each year on Krystal L Brown's birthday from 3:00 p.m. until the following morning when Krystal L Brown delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
Sean Michael Strickland's Birthday	Sean Michael Strickland will have	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	parent-time each year on Sean Michael Strickland's birthday from 3:00 p.m. until the following morning when Sean Michael Strickland delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		

Parent-time transfers

10. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

11. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

12. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

13. The school the children will attend is based on **Krystal L Brown's** home residence.

14. Krystal L Brown and Sean Michael Strickland has authority to check the children out of school. Krystal L Brown and Sean Michael Strickland has access to the children during school. If the parents cannot agree, education decisions will be made by Krystal L Brown.

Communication with each other

15. Parents will communicate with each other by any method.

Communication with the children

16. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **10** days in advance. In case of emergency, the parent will provide as much notice as possible.

21. Other agreements about travel by the children: **HOLIDAY AND VACATION TIME**

AGREEMENT 1. GUIDING PHILOSOPHY The parties acknowledge and agree that meaningful holiday and vacation time with each parent is essential to maintaining strong parent-child relationships. They commit to the following principles: a) Striving for equal and balanced distribution of holiday and vacation time between both parents b) Prioritizing the children's best interests in holiday and vacation planning c) Maintaining flexibility and cooperation in scheduling d) Supporting the children's relationships with extended family during holidays e) Ensuring predictability and structure in holiday and vacation arrangements

2. ANNUAL PLANNING PROCESS

2.1. Timeline and Procedure a) The parties shall meet virtually or in person before January 15th of each year b) During this meeting, they shall: i) Review all school breaks, holidays, and potential vacation periods for the upcoming year ii) Discuss their desired holiday and vacation schedules iii) Consider any special family events or traditions iv) Account for extended family celebrations and travel

2.2. Digital Calendar Implementation a) The parties shall use a shared digital calendar system (e.g., Google Calendar) to: i) Input all agreed-upon holiday and vacation schedules ii) Mark school breaks and other significant dates iii) Document any special arrangements or modifications iv) Track the balance of time between parents b) Both parties shall have full access to view and edit the calendar c) Once dates are agreed upon and entered, they shall be considered confirmed unless modified by mutual written agreement

3. DISPUTE RESOLUTION

3.1. Resolution Process for Scheduling Conflicts a) In the event of competing holiday or vacation requests, the parties shall: i) First attempt to negotiate a mutually acceptable solution ii) Consider alternating years for significant holidays iii) Explore splitting the day when appropriate iv) Evaluate creative solutions that serve the children's best interests

3.2. Default Resolution Mechanism a) If the parties reach an impasse regarding specific holiday or vacation time: i) They may elect to use the Utah statutory guidelines under Utah Code §30-3-35 as a default solution for the disputed time period ii) If this default mechanism is used: - The following year, the other parent shall have priority choice for that same holiday or vacation period - This right of first refusal must be exercised during the annual planning meeting - The alternating pattern shall continue until modified by mutual agreement

3.3. Mediation Requirement a) Before initiating any litigation regarding holiday or vacation scheduling: i) The parties must attend at least one mediation session ii) Mediation costs shall be shared equally (50-50) between the parties iii) Both parties must make a good faith effort to resolve the dispute

4. VACATION SCHEDULING PARAMETERS

4.1. Notice Requirements a) For vacations requiring travel: i) Minimum 30 days' advance notice for domestic travel ii) Minimum 60 days' advance notice for international travel b) Notice shall include: i) Travel dates and destinations ii) Contact information and accommodations iii) Travel itinerary when applicable

4.2. Restrictions and Limitations a) Vacation time shall not interfere with: i) Major

holiday celebrations with the other parent ii) Significant family events previously scheduled iii) Children's essential academic or extracurricular commitments b) Neither parent shall schedule vacations that: i) Conflict with court-ordered parent time without written agreement ii) Unnecessarily disrupt the children's routine or stability 5. HOLIDAY PRIORITY AND ROTATION 5.1. Holiday Categories a) Major

Holidays (requiring specific planning): i) Thanksgiving ii) Winter Break (Christmas/New Year) iii) Spring Break iv) Fall Break b) Single-Day Holidays (following regular rotation unless modified): i) Civil holidays ii) Religious observances iii) Children's birthdays iv) Parents' birthdays 5.2. Special Considerations a) Religious holidays shall be given priority to the parent practicing that religion b) Family traditions shall be considered in holiday scheduling c) Extended family events shall be accommodated when possible d) Cultural celebrations important to either family shall be respected 6.

MODIFICATIONS 6.1. Any modifications to holiday or vacation schedules must be: a) Agreed upon in writing b) Documented in the shared digital calendar c) Made with reasonable advance notice d) Consistent with the guiding philosophy of equal and balanced time 6.2. Emergency changes shall be: a) Communicated as soon as possible to the other parent b) Documented in writing (email or text acceptable) c) Made up with equivalent time when appropriate The parties agree that both shall be allowed to travel with their minor child Liam and that both parties agree to obtain a passport for Liam if international travel for vacations is planned. The parties are hereby ordered to sign Form DS-3053 if they cannot appear or appear at the appropriate place to apply for a passport. If one party refuses to appear or sign Form DS-3053 to obtain a passport, this court hereby orders that either individual parent of Liam can apply and obtain a passport, and the State Department of the United States of America shall issue Liam a passport upon application of either parent. The parties shall split the cost of the passport equally. Liam shall spend not more than fourteen (14) consecutive days at any time traveling with either parent without written permission from the other parent for additional days. The parties agree to provide a complete itinerary of places and third-party contact information when traveling with Liam, and agree to keep a written statement with both parents' permission for the trip and both parents' contact information in Liam's luggage while traveling for emergency contact purposes.

Child care

22. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

23. Other terms about child care: **During their respective parenting time, if either parent is unable to personally care for the child(ren) for three (3) hours or longer,**

they shall provide the other parent with the first right of refusal to assume care during such time. The offering parent must notify the other parent through both written communication (text or email) and a telephone call, and the receiving parent shall have thirty (30) minutes to accept or decline, with failure to respond deemed a declination. If the non-scheduled parent declines or is unavailable, the scheduled parent retains full responsibility for securing alternative care arrangements and bears all associated costs, and must provide the non-scheduled parent with the care provider's name, address, contact information, and duration of care at least 24 hours in advance except in emergency situations. In emergencies requiring immediate alternative care, the scheduled parent must make reasonable efforts to contact the non-scheduled parent first, and if unavailable, may proceed with securing emergency care while communicating all relevant information as soon as possible. Both parents agree to split all work-related child care costs 50/50. Both parents agree to allow the other parent to have input as to choosing the child care provider. Both parents agree to have first right of refusal to have the children instead of day care. In the event the day care provider requires payment regardless if the parent has the children or not, that expense will be shared by both parties.

Relocation of a parent

24. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.

25. Other terms about relocating: **The parties acknowledge that geographic relocation can have profound implications for the children's well-being and the non-moving parent's relationship with the children. Should either parent choose to move outside of a 30-mile radius of Sandy, UT, they will provide the other parent 60 days written or email notification including the move date, new address, primary reasons for relocation, and a preliminary proposal for modified custody arrangements. Upon notice of relocation, both parties agree to engage in thoughtful dialogue regarding the potential impact on the children, evaluating factors including the children's ages and developmental stages, academic performance and educational opportunities, extracurricular activities, social relationships, potential advantages of the proposed location, emotional impact on parent-child relationships, feasibility of maintaining meaningful relationships with both parents, and extended family connections. The parties acknowledge that determining optimal custody arrangements following relocation may require trial and adjustment periods, agreeing to consider temporary arrangements, remain open to modifications based on observed impacts, maintain regular communication about the children's adjustment, and make necessary adjustments to support the children's best interests. All relocation and custody decisions shall**

be guided by the best interests standard, prioritizing the children's emotional and psychological well-being, maintaining strong relationships with both parents, supporting academic and social development, and minimizing disruption to essential relationships, with both parties committing to exceptional cooperation and utilizing technology to facilitate ongoing communication despite geographic separation.

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The transportation costs will be negotiated at the time notice is given of the move.**

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

30. Other agreements about resolving disputes:

b. **Sean and Krystal agree to always mediate before litigate and will use Common Ground Mediation or any other mediator of their mutual choice for dispute resolution. The parties understand that there will need to be patience while adjusting to new parenting plan arrangements and have agreed to review the terms of this parenting plan including parenting communication regarding moral parental decisions, parenting time, and financial matters for their children.**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Krystal L Brown) (Utah Code 81-6-203)

32. **Krystal L Brown's gross monthly income for child support purposes is \$23750.**

Krystal L Brown receives the following gross monthly income:

- a. **Krystal L Brown** is employed at **GeneDx, LLC**. **Krystal L Brown** earns **\$23750** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Sean Michael Strickland) (Utah Code 81-6-203)

33. **Sean Michael Strickland's** gross monthly income for child support purposes is **\$5417**. **Sean Michael Strickland** receives the following gross monthly income:

- a. **Sean Michael Strickland** is employed at **City Academy**. **Sean Michael Strickland** earns **\$5417** gross (pre-tax) monthly income working a 40-hour a week job or less.

34. The adjusted gross monthly income for **Sean Michael Strickland** is **\$5417**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Sean Michael Strickland** be ordered to pay child support to **Krystal L Brown** as follows:

- a. **\$451.00** per month base support. This amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **joint** custody worksheet was used to calculate child support.

38. The base child support amount using the joint custody calculation is **\$451** per month.

Child support reduction for extended parent-time

39. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

41. **Krystal L Brown** will give **Sean Michael Strickland** the information needed to set up direct deposit through **Sean Michael Strickland's** employer. Once **Sean Michael Strickland** has the information, **Sean Michael Strickland** will have **Sean Michael Strickland's** employer set up direct deposit to an account of **Krystal L Brown's** choice. One half of the child support is due by the 5th of each month, and the other half is due

by the 20th of each month.

42. The issue of past-due child support may be decided by future court or administrative action.

43. **Sean Michael Strickland** will pay any ORS fees. If **Krystal L Brown** is the ORS applicant and the fees are withheld from payments to **Krystal L Brown**, **Sean Michael Strickland** will reimburse **Krystal L Brown**.

44. The parties must notify each other of any change in their income as follows:

45. The parties will do the following for child related support or expenses:

a. Under Utah Code 78B-12-210(8), the parties have a right to adjust this child support order.

b. Additional Child-Related Expenses 1. Supplemental Support Categories: In addition to the base child support amount covering basic food and shelter expenses, the parties agree to establish three distinct categories of supplemental child-related expenses: a) Extracurricular Activities: Defined as expenses that benefit or enhance the children's development, including but not limited to: - Sports participation and related equipment - Swimming lessons - Musical instrument lessons and instruments - Academic tutoring - Art classes - STEM programs or camps - Scouting activities - Dance or gymnastics lessons This category explicitly excludes pure entertainment activities such as movie tickets, video games, or recreational outings. b) Logistical Expenses: Defined as practical costs associated with the children's daily lives, including but not limited to: - Cell phone bills and devices - School fees, lunches, and supplies - Vehicle-related expenses (once driving age is reached), including: - Insurance premiums - Maintenance costs - Fuel allowance - Vehicle registration fees - Transportation costs for school or activities - Technology requirements for school The parties agree to share the costs of the child's extracurricular activities, school tuition, logistical expenses, and healthcare costs proportionally based on their respective gross annual incomes at the time of entry of the Decree of Divorce. Based on Krystal's annual gross income of \$285,000 and Sean's annual gross income of \$65,000, the parties' proportional shares shall be 80% (Krystal) and 20% (Sean). Krystal shall pay 100% of all extracurricular activities and logistical expenses (including but not limited to transportation, uniforms, equipment, and activity fees), and healthcare costs (including but not limited to insurance premiums, co-pays, deductibles, and unreimbursed medical expenses) during the five-year period from the entry of the Decree of Divorce until the final equity payment is due. Krystal shall maintain detailed records of all such expenses paid on behalf of the child, including receipts and documentation. When the \$100,000 equity payment becomes due (five years from the entry of the Decree of Divorce), Krystal shall calculate the total amount of child-related expenses paid during the five-year period and determine Sean's proportional share 20% of those expenses. Krystal shall deduct Sean's 20% share from the \$100,000 and pay Sean the net remaining balance within thirty (30) days. Example calculation: If Krystal paid \$50,000 in total child-related expenses

over the five years, Sean's 20% share would be \$10,000. Krystal would then pay Sean \$90,000 (\$100,000 - \$10,000 = \$90,000). The parties expressly agree to maintain strict confidentiality regarding all financial arrangements outlined in this agreement, including the proportional split of expenses, individual contribution amounts, any disagreements regarding expenses, and the existence of this arrangement. The parties shall present a united front to the child regarding all financial decisions, representing all decisions as joint decisions and never discussing financial arrangements or disagreements with or in the presence of the child. The parties shall maintain the appearance of equal participation and commitment to the child's activities, direct any questions from the child about financial matters to age-appropriate discussions about general family budgeting, and refrain from any comments or behaviors that might reveal the underlying financial arrangements.

c. - Annual Review and Child Support Calculations: a) In January of each year, the parties shall: i) Review the previous year's actual parenting time as documented in the calendar ii) Calculate the exact number of overnights for each parent iii) Use the Utah child support calculator to determine any necessary adjustments iv) Implement any required child support modifications for the upcoming year b) Both parties agree that the digital calendar will serve as the authoritative record for these calculations

46. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

47. **Sean Michael Strickland** may claim the parties' children as dependents/exemptions for tax purposes.

a. Allocation of Tax Deductions for Children 1. **Purpose:** The purpose of this provision is to allocate tax deductions related to the minor children in a manner that maximizes the financial benefit for both parties while maintaining fairness. 2. **Annual Determination:** a. Each year, prior to filing their individual income tax returns, Sean and Krystal agree to evaluate their respective financial situations to determine which party would benefit more from claiming the tax deductions associated with their children. b. Both parties agree to exchange relevant financial information, specifically their projected tax obligations, to facilitate this evaluation. 3. **Allocation of Deductions:** a. If a significant advantage is identified for one party regarding the claiming of tax deductions for the children, the advantaged party shall have the option to claim the deductions. b. The advantaged party, upon claiming the deductions, agrees to compensate the other party by paying an amount equivalent to the financial benefit the other party would have received had they taken the deductions. This payment shall be made by April 15th. 4. **Rotation of**

Deductions: a. In the event that there is no discernible tax advantage to either party in claiming the deductions, parties shall alternately claim the deductions: Sean shall claim the deductions in odd-numbered tax years, and Krystal shall claim the deductions in even-numbered tax years. 5. **Payment Compliance:** a. The party obligated to make a compensating payment as per Paragraph 3(b) shall do so by the agreed date in order to ensure neither party is financially disadvantaged in a given tax year. 6. **Dispute Resolution:** a. Should the parties be unable to reach an agreement on the allocation of deductions for any given year, they agree to engage in mediation to resolve the dispute prior to filing their taxes. 7. **Modification and Review:** a. The terms of this article may be reviewed and modified upon mutual written agreement by both parties or as necessitated by changes in tax laws.

Child health care (Utah Code 81-6-208)

48. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

49. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

- a. Responsibility for child medical and dental expenses will be as follows:
- b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:
 - **Krystal L Brown's** insurance will be primary coverage.
 - **Sean Michael Strickland's** insurance will be secondary coverage.
- c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:
 - **Krystal L Brown's** spouse's insurance will be primary coverage.
 - **Sean Michael Strickland's** spouse's insurance will be secondary coverage.
- d. Both parties will equally share the out-of-pocket costs of the insurance premiums.
- e. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
- f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
- g. If a party does not follow this order and provide written verification, they may not be

able to receive credit for health care expenses or recover the other party's share of the expenses.

h. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

50. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

51. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

53. Vehicles will be divided as follows:

a.

Year: **2021**

Make: **Subaru**

Model: **Crosstrek**

VIN: **N/A**

Owner (before divorce): **Krystal Brown**

Current value: **\$22,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Krystal shall be awarded this vehicle as her sole and**

separate property upon entry of the Decree of Divorce. Krystal shall assume all debts and obligations related to this vehicle and shall hold Sean harmless and indemnify him from any and all liability, claims, or expenses related to this vehicle.

Loan: **N/A**

b.

Year: **2021**

Make: **Subaru**

Model: **Outback**

VIN: **N/A**

Owner (before divorce): **Sean Strickland**

Current value: **\$14,146.00**

Amounts Estimated: **no**

Ownership After Divorce: **Sean shall be awarded this vehicle as his sole and separate property upon entry of the Decree of Divorce. Sean shall assume all debts and obligations related to this vehicle and shall hold Krystal harmless and indemnify her from any and all liability, claims, or expenses related to this vehicle.**

i.

Lender: **N/A**

Address: **N/A**

Date Acquired: **N/A**

Amount Owed: **\$25,185.00**

Amounts Estimated: **no**

Monthly Payment: **N/A**

The debt will be paid as follows: **Sean shall be awarded this vehicle as his sole and separate property upon entry of the Decree of Divorce. Sean shall assume all debts and obligations related to this vehicle and shall hold Krystal harmless and indemnify her from any and all liability, claims, or expenses related to this vehicle.**

Bank and credit union accounts

54. Bank and credit union accounts will be divided as follows:

a.

Account Number: **7687**

Account Type: **Checking**

Institution Name: **Chase**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$2,159.00**

Estimated: **no**

Owner: **Krystal L Brown**

Co-Owner(s): **N/A**

Divide as follows: **Krystal shall be awarded this checking account and the balance, as her sole and separate property. Krystal shall hold Sean harmless from any liability related to this account.**

b.

Account Number: **0946**

Account Type: **Savings**

Institution Name: **Chase**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$4,172.00**

Estimated: **no**

Owner: **Krystal L Brown**

Co-Owner(s): **N/A**

Divide as follows: **Krystal shall be awarded this checking account and the balance, as her sole and separate property. Krystal shall hold Sean harmless from any liability related to this account.**

c.

Account Number: **9886**

Account Type: **Checking**

Institution Name: **Canyon View Credit Union**

Address: **N/A**

Date Opened: **N/A**

Balance (US Dollars): **\$680.00**

Estimated: **no**

Owner: **Sean Michael Strickland**

Co-Owner(s): **N/A**

Divide as follows: **Sean shall be awarded this checking account and the balance, as her sole and separate property. Sean shall hold Krystal harmless from any liability related to this account.**

Debts

55. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.

Account Number: **7100**

Institution Name: **AMEX**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$12,130.00**

Minimum Monthly Payment (in US Dollars): **\$350.00**

Owner: **Krystal Brown**

The debt will be paid as follows: **Krystal L Brown will pay the entire debt. Krystal L Brown will provide a copy of the divorce decree to the lender.**

b.

Account Number: **9886**

Institution Name: **Visa**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$15,041.00**

Minimum Monthly Payment (in US Dollars): **\$385.00**

Owner: **Sean Strickland**

The debt will be paid as follows: **Sean Michael Strickland will pay the entire debt. Sean Michael Strickland will provide a copy of the divorce decree to the lender.**

Other Debt

a.

Account Number: **2745**

Institution Name: **Nelnet**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$51,128.00**

Minimum Monthly Payment (in US Dollars): **\$572.00**

Owner: **Sean Strickland**

The debt will be paid as follows: **Sean Michael Strickland will pay the entire debt. Sean Michael Strickland will provide a copy of the divorce decree to the lender.**

b.

Account Number: **0935**

Institution Name: **Sallie Mae**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$215,232.00**

Minimum Monthly Payment (in US Dollars): **\$500.00**

Owner: **Krystal Brown**

The debt will be paid as follows: **Krystal L Brown will pay the entire debt. Krystal L Brown will provide a copy of the divorce decree to the lender.**

Real property

56. The parties acquired the following real property during the marriage:

a.

Description: **Primary Home**

Address: **8848 Altair Drive , Sandy, Salt Lake, Utah 84093 United States**

Tax ID: **28-04-176-018-0000**

Legal Description: **N/A**

Date property acquired: **Jun 1, 2018**

Names on title: **Sean Strickland and Krystal Brown**

Original cost: **\$320,000**

Current value: **\$603,000.00**

Property values estimated: **no**

Disposal: **The parties agree that Krystal shall retain the marital home and all associated rights, title, and interest therein. In consideration for Sean's interest in the marital property, Krystal agrees to pay Sean a total settlement amount of One Hundred Fifty Thousand Dollars (\$150,000) according to the following payment schedule: Krystal shall pay Sean Fifty Thousand Dollars (\$50,000) within sixty (60) days of the entry of this Decree of Divorce. Krystal shall pay Sean the remaining One Hundred Thousand Dollars (\$100,000) within five (5) years of the entry of this Decree of Divorce, subject to deductions for Sean's proportional share of child-related expenses as outlined in the Child-Related Expenses provision of this Decree. Krystal shall be solely responsible for all costs related to the marital home, including but not limited to mortgage payments, property taxes, insurance, maintenance, and repairs. Krystal agrees to refinance the mortgage and remove Sean's name from all mortgage obligations within five (5) years of the entry of this Decree of Divorce. Krystal shall be entitled to claim all mortgage interest deductions for tax year 2025 and all subsequent years. Sean agrees to execute all necessary documents to facilitate the property transfer and refinancing process, including but not limited to quitclaim deeds and lender documentation. If Krystal fails to make any mortgage payment on the marital home prior to refinancing, Sean may, at his sole discretion and to protect his credit rating, make such payment on Krystal's behalf and she shall reimburse Sean for the full amount plus three percent (3%) interest within thirty (30) days of written demand. Alternatively, Sean may elect to initiate immediate sale of the marital home upon Krystal's mortgage default, whereupon Sean shall receive his remaining settlement amount owed less any payments already made and cost deductions for child-related expenses from the sale proceeds, and Krystal shall retain all remaining**

net proceeds after satisfaction of liens, selling costs, and Sean's settlement amount. Sean shall provide Krystal written notice of any mortgage default within ten (10) days of his knowledge and allow fifteen (15) days to cure before exercising either remedy, with both parties acknowledging these provisions protect Sean's creditworthiness while ensuring he receives his agreed-upon settlement amount regardless of whether the sale is voluntary or due to default.

i.

Creditor: **N/A**

Names on mortgage: **Sean Strickland and Krystal Brown**

Date mortgage acquired: **Jun 1, 2018**

Mortgage balance: **\$261,949.00**

Monthly payment: **\$2,224.00**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Krystal shall be solely responsible for all costs related to the marital home, including but not limited to mortgage payments, property taxes, insurance, maintenance, and repairs. Krystal agrees to refinance the mortgage and remove Sean's name from all mortgage obligations within five (5) years of the entry of this Decree of Divorce. Krystal L Brown will provide a copy of the divorce decree to the lender.**

Alimony

Sean Michael Strickland's Financial Need

57. **Sean Michael Strickland's** net income (after taxes) is **\$5,416.67** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$ 5416.67
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income	

(including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0
Family Employment Program (FEP), etc.	
Federal Cash Assistance	\$ 0
Temporary Assistance for Needy Families (TANF), etc.	
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0

Total Gross Monthly \$ 5416.67
Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0
Total Monthly Tax Deductions	\$ 0

58. **Sean Michael Strickland's** ability to earn is limited for the following reasons:

a. caring for child of the **Krystal L Brown**

59. **Sean Michael Strickland** has taken these reasonable efforts to improve their employment situation:

b. **Sean is employed in his established career and maintains a stable, consistent income. As such, there is no need to improve or alter his employment situation.**

60. **Sean Michael Strickland** faces these reasonable barriers to improving their employment situation:

c. **Sean is already working full-time hours, leaving little to no availability for secondary employment. Normal obligations such as family responsibilities, childcare, health considerations, or required rest to maintain job performance can reasonably limit the ability to take on additional work.**

61. **Sean Michael Strickland** will be receiving **\$0** per month in child support in this case.

62. **Sean Michael Strickland's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	

\$ 0
 Automobile insurance \$ 0
 Automobile fuel \$ 0
 Automobile maintenance \$ 0
 Other transportation costs \$ 0
 (public transportation,
 parking, etc.)
 Utilities (such as electricity, \$ 0
 gas, water, sewer, garbage)
 Telephone \$ 0
 Paid television, cable, \$ 0
 satellite
 Internet \$ 0
 Credit card payments \$ 0
 Loans and other debt \$ 0
 payments
 Alimony from previous \$ 0
 marriages
 Child support \$ 0
 Child care \$ 0
 Extracurricular activities for \$ 0
 children
 Education (children) \$ 0
 Education (self) \$ 0
 Health care insurance \$ 0
 Health care expenses \$ 0
 (excluding insurance listed
 above)
 Other \$ 0
 insurance
 Entertainment \$ 0
 Laundry and dry cleaning \$ 0
 Donations \$ 0
 Gifts \$ 0

Union and other Dues\$ 0
Garnishment or income\$ 0
withholding order
Retirement deposits\$ 0
(including pensions, 401(k),
IRA, etc.)
Other\$ 0
Other\$ 0
Total current monthly expenses\$0

63. **Sean Michael Strickland's** marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage\$ 0
Real estate taxes (if not\$ 0
included in mortgage)
Real estate insurance (if not\$ 0
included in mortgage)
Real estate maintenance\$ 0
Food and household\$ 0
supplies
Clothing\$ 0
Automobile payments\$ 0
Automobile insurance\$ 0
Automobile fuel\$ 0
Automobile maintenance\$ 0
Other transportation costs\$ 0
(public transportation,
parking, etc.)
Utilities (such as electricity,\$ 0
gas, water, sewer, garbage)
Telephone\$ 0
Paid television, cable,\$ 0
satellite
Internet\$ 0

Credit card payments	\$ 0	
Loans and other debt	\$ 0	
payments		
Alimony from previous	\$ 0	
marriages		
Child support	\$ 0	
Child care	\$ 0	
Extracurricular activities for	\$ 0	
children		
Education (children)	\$ 0	
Education (self)	\$ 0	
Health care insurance	\$ 0	
Health care expenses	\$ 0	
(excluding insurance listed		
above)		
Other		\$ 0
insurance		
Entertainment	\$ 0	
Laundry and dry cleaning	\$ 0	
Donations	\$ 0	
Gifts	\$ 0	
Union and other Dues	\$ 0	
Garnishment or income	\$ 0	
withholding order		
Retirement deposits	\$ 0	
(including pensions, 401(k),		
IRA, etc.)		
Other		\$ 0
Other		\$ 0
Total marital monthly expenses		\$0

64. The difference between **Sean Michael Strickland's** monthly net income (including child support) and monthly expenses is **\$0.00** based on **current** expenses. This is **Sean Michael Strickland's** monthly financial need.

Krystal L Brown's Ability To Pay

65. **Krystal L Brown's** net income (after taxes) is **\$23,750.00** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	\$23750
Rental income	\$ 0
Business income	\$ 0
Interest	\$ 0
Dividends	\$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	\$ 0
Worker's Compensation	\$ 0
Social Security Disability (SSDI)	\$ 0
Supplemental Security Income (SSI)	\$ 0
Social Security (Other than SSDI or SSI)	\$ 0
Private Disability Insurance	\$ 0
Unemployment benefits	\$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	\$ 0
Veteran's Benefits	\$ 0
Alimony (from a prior marriage)	\$ 0
Child Support (from a prior order)	\$ 0
Payments from civil litigation	\$ 0
Victim restitution	\$ 0
Utah Cash Assistance	\$ 0

Federal Cash Assistance	\$ 0
Financial support from household members	\$ 0
Financial support from non-household members	\$ 0
Trust income	\$ 0
Annuity income	\$ 0
	\$ 0
	\$ 0
Total Gross Monthly Income	\$ 23750

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	\$ 0
State Income Tax	\$ 0
Municipal Income Tax	\$ 0
FICA	\$ 0
Medicare	\$ 0

66. **Krystal L Brown** will be paying **\$0** per month in child support in this case.

67. **Krystal L Brown's** current reasonable monthly expenses are as follows:

Rent or Mortgage	\$ 0
Real estate taxes (if not included in mortgage)	\$ 0
Real estate insurance (if not included in mortgage)	\$ 0
Real estate maintenance	\$ 0
Food and household supplies	\$ 0
Clothing	\$ 0
Automobile payments	\$ 0
Automobile insurance	\$ 0
Automobile fuel	

\$ 0
 Automobile maintenance \$ 0
 Other transportation costs \$ 0
 (public transportation,
 parking, etc.)
 Utilities (such as electricity, \$ 0
 gas, water, sewer, garbage)
 Telephone \$ 0
 Paid television, cable, \$ 0
 satellite
 Internet \$ 0
 Credit card payments \$ 0
 Loans and other debt \$ 0
 payments
 Alimony from previous \$ 0
 marriages
 Child support \$ 0
 Child care \$ 0
 Extracurricular activities for \$ 0
 children
 Education (children) \$ 0
 Education (self) \$ 0
 Health care insurance \$ 0
 Health care expenses \$ 0
 (excluding insurance listed
 above)
 Other \$ 0
 insurance
 Entertainment \$ 0
 Laundry and dry cleaning \$ 0
 Donations \$ 0
 Gifts \$ 0
 Union and other Dues \$ 0
 Garnishment or income

withholding order\$ 0

Retirement deposits\$ 0
(including pensions, 401(k),
IRA, etc.)

Other \$ 0
Other \$ 0

68. The difference between **Krystal L Brown's** monthly net income and monthly expenses (including child support) is **\$23,750.00**. This is **Krystal L Brown's** ability to pay alimony each month.

69. **Krystal L Brown** and **Sean Michael Strickland** have been married for **9** years and **6** months.

70. The value of real property during the marriage is **\$603,000.00**

71. The value of personal property during the marriage is **\$36,146.00**.

Alimony Payment

72. **Krystal L Brown** will pay **Sean Michael Strickland** **\$1,000.00** in alimony each month.

73. These are the reasons for this amount: **Krystal** agrees to pay spousal support (alimony) to **Sean** in the amount of One Thousand Dollars (\$1,000) per month for a period of four (4) years from the execution of this divorce decree. Spousal support payments shall commence within thirty (30) days of the decree execution and shall continue for forty-eight (48) consecutive months thereafter. Payments shall be due on or before the first day of each month and shall be made by direct deposit, check, or other mutually agreed-upon method. Spousal support obligations shall terminate upon the earliest occurrence of any of the following events: (1) completion of the forty-eightmonth payment period; (2) **Sean's** co-habitation or remarriage; (3) **Sean's** death; or (4) **Krystal's** death. Upon completion of the spousal support obligation, **Krystal** shall have no further financial obligation to **Sean** for spousal maintenance.

74. Alimony will start the month immediately following entry of the divorce decree.

75. The payment schedule will be:

- a. **Payments shall be due on or before the first day of each month and shall be made by direct deposit, check, or other mutually agreed-upon method.**

76. **Krystal L Brown's** alimony obligation will end the earliest of the following:

- **4** years and **0** months.

Retirement money

Retirement money – retirement accounts

77. The parties have retirement money. The owner of the retirement money Plan

Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

78. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0855**

Plan Name: **401k**

Plan Administrator: **N/A**

Company Name: **Myriad Fidelity 401k**

Address: **N/A**

Date Opened: **Aug 5, 2015**

Plan Value: **\$163247**

This plan is in the name of: **Krystal L Brown**

Divide as follows: **The entire account should be awarded to Krystal L Brown.**

b.

Account Number: **496G**

Plan Name: **401k**

Plan Administrator: **N/A**

Company Name: **Foresight Fidelity 401k**

Address: **N/A**

Date Opened: **Feb 12, 2025**

Plan Value: **\$54374**

This plan is in the name of: **Krystal L Brown**

Divide as follows: **The entire account should be awarded to Krystal L Brown.**

c.

Account Number: **xxxx**

Plan Name: **401k**

Plan Administrator: **N/A**

Company Name: **Adela Empower 401K**

Address: **N/A**

Date Opened: **Dec 2, 2022**

Plan Value: **\$51569**

This plan is in the name of: **Krystal L Brown**

Divide as follows: **The entire account should be awarded to Krystal L Brown.**

d.

Account Number: **xxxx**

Plan Name: **401k**

Plan Administrator: **N/A**

Company Name: **GeneDx Principal 401K**

Address: **N/A**

Date Opened: **Jun 16, 2025**

Plan Value: **\$3336**

This plan is in the name of: **Krystal L Brown**

Divide as follows: **The entire account should be awarded to Krystal L Brown.**

e.

Account Number: **0001**

Plan Name: **401k**

Plan Administrator: **N/A**

Company Name: **Roman Catholic Bishop of Salt Lake City Lay Employees**

Retirement Plan and Trust

Address: **N/A**

Date Opened: **Aug 8, 2022**

Plan Value: **\$6658**

This plan is in the name of: **Sean Michael Strickland**

Divide as follows: **The entire account should be awarded to Sean Michael**

Strickland.

Retirement money - pensions

79. The parties have retirement money. The owner of the retirement money (Plan Participant) must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

80. In the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **0001**

Plan Name: **Pension**

Plan Administrator: **N/A**

Company Name: **Westminster University Defined Contribution Retirement Plan**

Address: **N/A**

Date Opened: **Jan 1, 2024**

Plan Value: **\$1**

This plan is in the name of: **Sean Michael Strickland**

Divide as follows: **The entire account should be awarded to Sean Michael Strickland.**

Additional provisions

81. The parties will adhere to the following additional provisions:

a.

Additional Provision: 3.1. Parenting Promises, Behaviors, and Expectations
Promise #3.1. To respect the need for personal space and privacy. Each parent shall respect the other parent's and the child(ren)'s need for personal space and privacy. This includes but is not limited to: (a) refraining from unnecessary intrusions into the other parent's home, personal affairs, or new relationships; (b) honoring age-appropriate privacy for the child(ren) in each household; (c) limiting communication between parents to matters directly concerning the child(ren)'s welfare; (d) not interrogating the child(ren) about the other parent's personal life; and (e) maintaining appropriate boundaries when discussing the divorce or separation with the child(ren). Promise # 3.2. To establish a "united front" of parenting. Both parents agree to support each other's parental authority and maintain reasonably consistent rules, curfews, and discipline approaches between households. Parents will collaborate on expectations regarding homework, lessons, school projects, and achievement motivation to provide continuity and security for the child. Neither parent will undermine the other's reasonable parenting decisions, recognizing that consistency between homes supports the child's emotional well-being and academic success. Promise #3.3. Communication on important issues. Both parents shall promptly consult with each other when a child experiences school problems, emotional concerns, or other significant issues. Parents will share information, discuss potential solutions, and collaborate on implementing strategies to address the child's needs. Promise #3.4. To affirmatively support each other. Each parent shall actively support the other's parenting role and speak positively about the other parent when communicating with the child. Both parents recognize that maintaining a positive image of each parent is essential to the child's emotional well-being and acknowledge the child's right to love and maintain a healthy relationship with both parents. Promise #3.5. To endeavor to make joint decisions. The parents shall make joint decisions regarding significant issues in the child's life, including but not limited to education, health care, and religious upbringing. Both parents commit to focusing primarily on the child's needs and best interests when making these

decisions. The parents shall approach disagreements with a collaborative mindset, seeking solutions that benefit all parties rather than competitive outcomes where one parent's position prevails at the expense of the other.

Promise #3.6. Mutual Respect. Both parents agree to respect each other's parenting styles and values, acknowledging that parental conflict harms their child's emotional well-being. The parents commit to communicating respectfully about parenting decisions, refraining from criticizing the other parent in the child's presence, discussing disagreements privately, seeking mediation if conflicts persist, and maintaining a united front on major decisions while respecting each other's day-to-day parenting autonomy.

Promise # 3.7. Direct Communication The parents agree to communicate directly and respectfully with each other regarding all child-related matters, acknowledging that their communication significantly impacts their child's emotional well-being. Both parents commit to maintaining civil discourse, refraining from harmful comments about the other parent in the child's presence, using appropriate language in all communications, preventing family members from making negative comments about the other parent around the child, and seeking professional assistance or co-parenting tools if communication challenges persist. The parents recognize that respectful communication and maintaining a united public front provides their child with security and demonstrates healthy conflict resolution essential to effective co-parenting.

Promise # 3.8. Relationships with Relatives. The parents acknowledge the importance of the child's relationships with extended family members from both sides and recognize that these connections contribute to the child's identity, belonging, and emotional well-being. Both parents commit to supporting the child's relationships with grandparents, aunts, uncles, cousins, and other extended family; making reasonable accommodations for the child's attendance at family gatherings and events; providing advance notice of upcoming family events; being flexible with the parenting schedule when necessary to accommodate meaningful family occasions; sharing information about extended family members' important life events; and considering the child's age-appropriate desires regarding attendance at family functions. The parents understand that fostering extended family relationships provides the child with additional sources of love, support, and guidance while enriching the child's life experience and preserving important cultural and familial traditions.

Promise # 3.9. Relationships with new significant others.

INTRODUCTION OF NEW SIGNIFICANT OTHERS TO CHILDREN

1. GENERAL ACKNOWLEDGMENT The parties acknowledge and agree that introducing new significant others to the children is a sensitive matter that requires careful consideration, planning, and cooperation between the parties to ensure the emotional well-being of the children.

2. WAITING PERIOD The parties agree

that neither parent shall introduce the children to any dating partners for a minimum period of 12 months following the date the divorce becomes final and 6 months of dating with the intention of it being a long term relationship. 3. **INTRODUCTION CRITERIA** After the waiting period has expired, the parties agree to adhere to the following criteria before introducing a new significant other to the children: a) The relationship must be one in which the parent is seriously considering a long-term partnership or marriage; b) Prior to any introduction, the parent intending to introduce a new significant other shall: Inform the other parent of their intention Provide reasonable time for discussion and planning Work collaboratively to prepare the children for the introduction Develop a mutually agreeable plan for the timing and circumstances of the introduction 4. **RESPONSIBILITIES REGARDING NEW SIGNIFICANT OTHERS** Each parent agrees to: a) Inform their significant other about the importance of respecting parental rights of passage, including but not limited to: Fathers teaching children to ride bikes Mothers helping daughters select prom dresses Other significant milestone moments traditionally shared between parent and child b) Ensure their significant other understands the importance of: Not attempting to gain favor with the children at the expense of either parent Using discretion in interactions with the children Consulting with both parents before engaging in significant activities with the children Respecting established family boundaries and traditions 5. **PROMOTING POSITIVE RELATIONSHIPS** The parties recognize that: a) Children may develop meaningful relationships with new significant others; b) Such relationships, when healthy and appropriate, can positively impact the children's lives; c) Both parties will: Support and encourage positive relationships between the children and appropriate significant others Not speak negatively about or undermine relationships with significant others Work together to resolve any concerns or conflicts regarding significant others' relationships with the children Maintain open communication regarding any issues or concerns that arise Promise # 3.11. **Sharing Logistical Important information** The parents acknowledge the importance of maintaining complete access to their child's records and being fully informed about all child-related events to foster effective co-parenting and demonstrate unified support. Both parents commit to ensuring equal access to all educational, medical, dental, and psychological records; proactively sharing information about parent-teacher conferences, school programs, religious activities, athletic events, practices, recitals, and other activities involving the child; implementing communication mechanisms including maintaining a shared digital calendar, providing written notification of events within 48 hours, confirming receipt of important information, and sharing contact details for coaches and instructors; and facilitating mutual participation by ensuring both parents are

listed as emergency contacts, requesting duplicate communications from providers, and respecting each parent's right to attend all child-related events regardless of whose parenting time it occurs during. The parents understand that their commitment to information sharing and mutual record access promotes their child's security and well-being, demonstrates united commitment to the child's development, reduces potential conflict, and ensures both parents can participate fully in all aspects of the child's life.

b.

Additional Provision: **Minor Child Name Change** The parties agree that it is in the best interest of the minor child for the child's legal name to be changed. The parties, therefore jointly request that the Court order the following name change: The minor child currently known as Liam Albus Strickland shall have their legal name changed to Lia Marie Strickland. Both parties knowingly and voluntarily consent to the name change of the minor child and waive any requirement for further notice or separate proceedings regarding the requested name change. Upon entry of the Final Decree of Divorce, the parties shall be authorized to update the child's name with all appropriate government agencies and institutions, including but not limited to the Social Security Administration, school records, medical providers, passports, and other official records, consistent with the Court's order.

Duty to sign documents

82. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

4/9/22
Date

Signature



Judge

Tony F. Goff Jr.

Signature

Date

Commissioner

Approved as to Form.

Other Party
Signature ►

Sean Strickland
ID W8JCK2VHJDVAHWYZY9GGne5X

Other Party
Name Sean Michael Strickland

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Sean Strickland** Method
of service: **Email**
Address: **shimstrick@gmail.com**
Date of Service: **4/30/2026**

5/1/2026

Date

Signature ►

Sean Strickland
ID W8JCK2VHJDVAHWYZY9GGne5X

Printed
Name

Krystal Brown