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Petitioner's Attorney

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

IN THE MATTER OF THE MARRIAGE
OF

BRITNEY ROSS,

Petitioner,

&

DANIEL ROSS,

Respondent.

DECREE OF DIVORCE

Case No. 264401112

Judge Christine Johnson

Commissioner Marian Ito

Petitioner, Britney Ross, through her attorney, Nicholas A. Schwarz, and Respondent, Daniel Ross, pro se, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached on the 9th day of May 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

PROVISIONS REGARDING JURISDICTION

1. Petitioner is a bona fide resident of Utah County, State of Utah, and has been for three months immediately prior to the filing of this action.
2. Parties resided in the marital relationship in the State of Utah, or the acts complained of by Petitioner were committed by Respondent in the State of Utah; and, therefore, the Court has jurisdiction over Respondent pursuant to Utah Code, Section 78B-3-205.
3. Petitioner and Respondent were married on 14 March 2014 in Salt Lake County, Utah, and are presently married. Parties separated on or about 29 January 2026.

PROVISION REGARDING VENUE

4. Venue is proper in this county according to Utah Code, Section 78B-3a-201 because the cause of action arose in this county.

PROVISION REGARDING GROUNDS

5. During the course of the marriage, Parties have experienced difficulties that cannot be reconciled that have prevented Parties from

pursuing a viable marriage relationship; therefore, a divorce shall be granted on the grounds of irreconcilable differences.

PROVISIONS REGARDING THE PARTIES' CHILD

6. Parties are the parents of one minor child. Britney gave birth on or around March 2026. Daniel is the presumptive father through a gestational agreement and donated embryo, and pursuant to Utah Code, Section 81-5-204.

7. Pursuant to Utah Rule of Civil Procedure 100(a), there are no proceedings regarding custody, child support, criminal, protective orders, or delinquency involving the above-named Minor Child in juvenile court, or any other court.

**PROVISIONS REGARDING UNIFORM CHILD CUSTODY JURISDICTION
AND ENFORCEMENT ACT**

8. Utah had initial jurisdiction and has continuing jurisdiction over Parties and issues regarding child custody, parent-time, and child support pursuant to Utah Code, Section 81-11-101 through 318 in that:

A. Utah is the home state of Minor Child at the commencement of this proceeding.

B. Parties have not participated, as a named-party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation/parent-time with Minor Child.

C. There is a Criminal Case in District Court: Case #261400401, wherein Daniel was arrested for felony charges of Enticing a Minor, Sodomy on a Child, and Sexual Abuse of a Child and, therefore, may affect the current proceedings. Britney has no information of any other proceedings that could affect the current proceeding, including proceedings for enforcement or proceedings relating to domestic violence, protective orders, termination of parental rights, or adoptions.

D. Britney does not know of any person not a party to this proceeding who has physical custody of Minor Child, or who claims rights of legal custody or physical custody of, or visitation with, Minor Child.

PROVISIONS REGARDING CHILD CUSTODY, PARENT-TIME, AND PARENTING PLAN

9. Britney shall be awarded sole legal custody and sole physical custody of Minor Child.

10. Britney may make decisions regarding the day-to-day care and control of Minor Child. Britney may make emergency decisions affecting the health or safety of Minor Child.

11. Daniel shall be awarded no parent-time or custody of the Minor Child until further order of the Court.

12. Petitioner requests that Respondent be denied all parenting time and custody of the Minor Child due to the nature of Respondent's criminal charges. Respondent shall not be entitled to petition the Court for any modification of parenting time or custody until the following conditions have been fully satisfied:

A. Completion of all probation, incarceration, or other court-ordered criminal sanctions;

B. Submission to and successful completion of a psycho-sexual evaluation conducted by a licensed professional acceptable to the Court; and

C. Provisions of any collateral information or documentation requested by the Court, Respondent, or by Petitioner to assess the suitability of Respondent for parenting time:

i. Petitioner further reserves the right to provide relevant collateral data to the Court to support parent-time restrictions.

ii. Respondent may petition the court for parent-time upon successful completion of all court-imposed requirements stemming from his criminal charges referenced in ¶ 8(c) of this Petition, whereupon the issue of his parent-time is subject to court determination.

13. Daniel shall not have access to medical or school records of Minor Child.

14. Britney's residence shall be considered Minor Child's home residence for purposes of identifying the appropriate school when applicable.

PROVISIONS REGARDING SUPPORT PAYMENTS

15. Britney is employed at Younique and earns \$4,800.00 gross per month.

16. Upon information and belief, Daniel is employed at Global View Capital Advisors and earns \$3,468.00 gross per month. If Britney discovers Daniel earns or is capable of earning more than \$1,257.00 per month, Britney reserves the right to amend this amount upward.

17. Pursuant to Utah Code, Sections 81-6-202 through 305, Daniel shall be Ordered to pay child support.

A. According to Uniform Child Support Guidelines, sole child support worksheet (Exhibit 1), commencing the month when Minor Child is born, Daniel shall pay \$391.00 a month as base child support until Minor Child becomes 18 years of age, or graduates from high school during Minor Child's normal and expected year of graduation, whichever occurs later.

B. The base child support award shall be reduced by (1) 50% for time periods during which Minor Child is with the noncustodial parent by Order of the Court or by written agreement of Parties for at

least 25 of any 30 consecutive days of extended parent-time, or (2) 25% for time periods during which Minor Child is with the noncustodial parent by Order of the Court or by written agreement of Parties for at least 12 of any 30 consecutive days of extended parent-time. If Minor Child is a recipient of Temporary Aid to Needy Families, any agreement by Parties for reduction of child support during extended parent-time shall be approved by the Office of Recovery Services. However, normal parent-time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

C. Daniel shall make the child support payments directly to Britney.

D. In the event income withholding is commenced, all administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by Daniel.

E. If income withholding through the Office of Recovery Services is pursued, all child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere.

F. The issue of child support arrearages may be determined by further judicial or administrative determination.

G. Parties shall equally share all costs associated with the birth of the Minor Child, including any of child or mother's fees.

H. Pursuant to Utah Code, Sections 81-6-104 and 81-6-205, each parent's child support obligation shall be established in proportion to their adjusted gross incomes. The child support obligation of the father shall be \$391.00. The child support obligation of the mother shall be \$542.00. (Exhibit 1.)

I. If a child support order has not been issued or modified within the previous three years, a parent may move the Court to adjust the amount of a child support order if there is a non-temporary difference of at least ten percent between the payor's ordered support amount and the payor's new support amount that would be required under the guidelines and the new order adjusting the ordered support amount does not deviate from the guidelines.

J. A parent may at any time petition the Court to adjust the amount of a child support order if there has been a substantial, non-temporary, change in circumstances, resulting in a difference of fifteen percent or more between the payor's ordered support amount and the new support amount that would be required under the guidelines.

PROVISIONS REGARDING EXTRACURRICULAR ACTIVITIES

18. Each Party shall be Ordered to assume and be responsible for fifty percent of any out-of-pocket amount incurred for all mutually agreed-

upon-in-writing extracurricular activities that Minor Child is involved in. Party incurring the extracurricular activity out-of-pocket costs shall submit to other Party verification of the incurred expense, such as a receipt or an invoice, within thirty days of payment or receiving the same and shall be reimbursed by other Party within thirty days of receiving the verification of incurred expenses. A Party who incurs an expense for Minor Child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense.

PROVISIONS REGARDING HEALTH AND OTHER INSURANCES

19. Pursuant to Utah Code, Section 81-6-208, if health, dental, and optical insurances for the benefit of Minor Child are available to either Party, it is reasonable and proper that the Party shall be required to maintain such insurance.

A. Both Parties shall share equally the out-of-pocket costs of the premium actually paid by a parent for Minor Child's portion of insurance. Minor Child's portion of the premium shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children of Parties in this case. If at any time Minor Child is covered by both Parents' insurances, each Party shall be responsible for their own insurance premiums.

B. Both Parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for Minor Child and actually paid by Parties.

C. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of Minor Child and, thereafter, on or before January 2 of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services, of any change of insurance carrier, premium or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

D. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

E. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with subparagraphs C and D above.

F. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half of

the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

G. If, at any point in time, Minor Child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Britney shall be primary coverage for Minor Child and the health, hospital, or dental insurance plan of Daniel shall be secondary coverage for Minor Child. If Minor Child are not covered by a parent's health, hospital, or dental insurance plan but are covered by another member of the parent's household, the health, hospital, or dental insurance plan of the member of the household shall be treated as if it is the plan of the parent and shall retain the same designation as the primary or secondary plan of Minor Child.

H. According to Utah Code, Section 15-4-6.7, each Party may elect for dental, medical, and school expenses to be created in separate accounts prior to service being initiated.

PROVISIONS REGARDING CHILD-CARE EXPENSES

20. Pursuant to Utah Code, Section 81-6-209, Parties shall share equally the reasonable work-related or career- or educational- or occupational-training related child-care expenses actually paid by a parent.

A. A parent shall begin paying his or her share of child-care expenses on a monthly basis immediately upon presentation of proof of a child-care expense.

B. The parent who incurs child-care expenses shall provide written verification of the cost and identity of a child-care provider to the other parent upon initial engagement of a provider; and, thereafter, on the request of the other parent. The parent shall notify the other parent of any change of child-care provider or the monthly expense of child-care within thirty calendar days of the date of the change. A parent incurring child-care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

C. The parent to whom written verification is provided shall reimburse the parent who incurred the child-care expenses one-half of the amount of the out-of-pocket costs within thirty days of receipt of the written verification.

D. Child-care provided by a family member shall be presumed to be at no cost, unless the family member is a state-licensed child-care provider and proof of actual payment by the payor is provided.

PROVISIONS REGARDING MUTUAL RESTRAINING ORDERS

21. Parties shall abide by the following mutual restraining orders:

A. Parties shall not make disparaging remarks to one another or about one another in Minor Child's presence, either verbally, in

writing, or otherwise. As used in this paragraph, disparage means to say anything ill of the other, whether they believe it to be true or not.

B. Parties shall not speak with Minor Child about litigation between Parties.

C. Parties shall not involve or speak with Minor Child about the issues in this matter.

D. Parties shall not harass or threaten each other.

E. Parties shall not allow third parties to do what they themselves are prohibited from doing under this paragraph. Parties shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or they shall remove Minor Child from circumstances in which violations are occurring.

**PROVISIONS REGARDING MINOR CHILD TAX EXEMPTIONS,
DEDUCTIONS, AND CREDITS**

22. Britney shall be entitled to claim Minor Child as exemptions, deductions, and credits for the purposes of filing federal and state income tax returns from 2026 onward.

PROVISIONS REGARDING TAXES

23. Parties shall file married, filing jointly for federal and state taxes for 2025. Any tax refund or liability shall be divided evenly between Parties.

PROVISION REGARDING LIFE INSURANCE

24. Daniel shall maintain a life insurance policy on his life in an amount of sufficient size to provide for a monthly income equal to child support payments ordered until Minor Child ages out of child support. Daniel shall maintain in full force and effect this life insurance policy until child support obligation ordered terminates and all child support arrearages have been paid in full. During such period, Daniel shall irrevocably designate Parties' Minor Child as beneficiary on the life insurance and designate either the other Party or a trust as the trustee for Minor Child.

PROVISIONS REGARDING DEBTS AND OBLIGATIONS

25. During the course of the marriage, Parties did not acquire any debts and obligations.

A. If there are any other debts, the debt shall be the responsibility of Party incurring the debt.

B. Parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

C. All debts and obligations incurred since Parties' separation shall be the responsibility of the Party who incurred the particular debt.

D. As authorized by Utah Code, Section 15-4-6.5, Parties shall notify respective creditors or obligees, regarding the division of debts, obligations, or liabilities herein and Parties' separate, current addresses.

E. Each Party shall indemnify and hold other Party harmless from all debts and obligations he or she is awarded under the Decree of Divorce. This hold harmless clause shall apply to bankruptcy proceedings.

PROVISIONS REGARDING PERSONAL PROPERTY

26. During the course of the marriage relationship, Parties have acquired certain items of personal property. The personal property shall be divided as follows:

A. Britney shall be awarded the 2016 Mazda CX-5 and 2019 Kia Rio. Britney shall be responsible for all remaining payments due on the vehicles. Britney shall remove Daniel's name from the vehicle's insurance policy and title as soon as practicable.

B. Parties shall be awarded half of the value of any joint bank accounts on the date of the separation. Parties shall be awarded the bank accounts in their own name.

C. Each Party shall be awarded property he or she owned before the marriage, property he or she acquired after the date of separation, inheritance received by him or her, and gifts to him or her from their respective family.

D. Parties shall duplicate any desired family pictures and videos, so each Party has a copy. Parties shall share the costs of duplication equally.

E. The remaining personal property shall be divided as Parties agree. If Parties cannot agree to a personal property division, Parties shall attend mediation.

PROVISIONS REGARDING REAL PROPERTY

27. During the course of the marriage, Parties did not acquire any real property.

PROVISIONS REGARDING ALIMONY

28. Neither Party shall be ordered to pay alimony.

PROVISIONS REGARDING PENSION AND RELATED ASSETS

29. Each Party shall be awarded his or her own retirement accounts free and clear of any claim from the other Party.

PROVISIONS REGARDING MISCELLANEA

I. ATTORNEY'S FEES

30. Each Party shall be Ordered to assume his or her own costs and attorney's fees incurred in prosecuting this action, provided this Complaint is uncontested. If Daniel contests this Complaint, he shall be solely responsible for all attorney's fees and costs.

II. OTHER

31. Prior to the filing of any Petition to change any provision of the final Decree of Divorce, Parties shall attempt to resolve the issue(s) first through mediation.

32. Britney shall be restored to the use of her former name of Webster, if she so chooses.

33. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

34. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

35. Each Party shall be Ordered to execute and deliver to the other the documents required to implement the provisions of the Decree of Divorce the Court enters.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

/s/ Daniel Ross
Daniel Ross (original signature on file)
Pro se Respondent