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Attorney for Brianna Stanfield - Respondent

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

NEAL STANFIELD, <i>Petitioner,</i> and BRIANNA STANFIELD, <i>Respondent.</i>	DECREE OF DIVORCE Case No: 234403199 Judge: Derek P. Pullan Commissioner Marla Snow
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This matter comes before the Court for final entry of a Decree of Divorce. The parties having filed partial *Stipulations* on July 16, 2024 and January 25, 2025, and the Court now enters the Decree of Divorce as follows:

DECREE OF DIVORCE

1. Residency: The 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. Marriage Statistics: The parties were married on November 22, 2008 in Salt Lake City, Utah, United States and are presently married.

3. Grounds: The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

4. Children: The minor children of the parties, are as follows:

S.S. born December 2010
B.S. born June 2015
W.S. born December 2017
E.S. born November 2020

CUSTODY AND PARENT TIME

5. Legal Custody. The parties shall have joint legal custody. Both parties shall have access to the children's school, medical, church, and other records and shall include the other party as the parent on such records. The major decisions concerning their children's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the children, the parties shall first seek the advice of an expert in the field. If they still cannot come to an agreement, the parties shall mediate before court intervention. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.

- a. Beginning February 2025, S.S. shall spend parent-time with Neal and the other children on alternating Friday and Saturday overnights, with a Monday overnight the week following his weekend parent-time with his father.
- b. Parties shall work together to determine the transition parent-time for S.S. for the months of March until May, when school is released for the summer.

c. Beginning at the end of the current school year, all four children shall exercise parent-time on an equal timesharing basis, utilizing a 2-2-5-5 schedule. Under this arrangement, Neal shall care for the children every Monday and Tuesday, Brianna shall care for them every Wednesday and Thursday, and the parties shall alternate weekends.

ADDITIONAL PARENTING PLAN PROVISIONS

9. Family Systems Therapy. The parties shall continue Family Systems Therapy with Michelle Jones, LCSW, unless otherwise agreed to in writing. Each party shall pay one-half (1/2) of the therapy bill directly to the therapist. If payment to the provider is not possible, the party incurring the out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. The parties shall follow the recommendations of the family therapist. Any communication to or from the therapist shall be emailed to both parties. Any emails or parent communication that the therapist charges for shall be paid by the parent who initiates the contact. Parties further agree to the following:

- a. Michelle shall meet with Brianna for an individual interview as soon as possible, and shall meet with each parent individually on an as-needed basis as she provides therapy.
- b. Michelle shall meet with the other minor children, as well as conduct an individual meeting with B.S., to assist in discussing her concerns, if any.

10. Children's Therapy. The minor children shall continue to attend individual therapy with their current therapist, May Reyes, unless otherwise agreed to in writing. Both parents may share information with her regarding the children as needed. Each party is responsible to pay for one half (1/2) of the unreimbursed costs for therapy for the children.

11. Discipline. Both parties shall refrain from using physical discipline when the children are in their care.

12. Parent-Time Exchanges. If the parent-time schedule allows for school-to-school exchanges, the parties shall do school to school exchanges. If a school-to-school exchange is not possible, the receiving parent shall provide the transportation from the other parent's residence unless otherwise mutually agreed upon. If the exchange occurs at the residence, the parties shall have a curbside exchange. The receiving parent shall pull up in front of the residence and text to announce the arrival. The receiving parent may wait inside the vehicle for the children to come out, but shall remain in a position where he or she can make physical contact with the vehicle at any time. The non-receiving parent shall remain in a position where he or she can touch the front door at all times during the exchange.

13. Third Party Transportation. A step-parent, grandparent, or other responsible individual designated by the receiving parent, may pick up the children if the other parent is aware of the identity of the individual, and the receiving parent shall be with the children by overnight.

14. Medical.

a. The parties shall use Utah Valley Pediatrics as the pediatrician for the children and specialists that their pediatrician recommends, when needed. The parents shall make decisions mutually regarding the children's medical care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending doctor, subject to court review at the request of either parent after mediation.

b. The parties shall use their current dentist as the dentist for the children and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the children's dental care. If the parties cannot come to an agreement, they shall abide by the recommendation of the attending dentist, subject to court review at the request of either parent after mediation.

c. Emergency and sick care shall be attended to by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes of scheduling for emergency or same day care and within 24 hours of scheduling for any regular medical or dental appointment so that each party may be able to attend the appointment if possible.

d. Separate Accounts. According to Utah Code Annotated §15-4-6.7, each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.

15. Educational Plan. Both parties shall be listed on school records. Both parties shall be listed for any emails given by teachers or respective school administrators.

16. Religion: The children can be baptized at the age of 8 into the Church of Jesus Christ of Latter-day Saints and all other ordinances shall be performed at the customary age.

Upon the approval of Father's ecclesiastical leader, the ordinances shall be performed by Father, unless otherwise agreed upon by the parties. Both parties shall be able to attend the ordinances. The parents shall give written consent for ordinances to the ecclesiastical leader within 7 days of request. The parties shall attend religious services with the children on their own respective parent-time as the parent chooses.

17. Our Family Wizard. The parties shall continue to utilize Our Family Wizard to communicate and calendar and exchange receipts. The parties shall each pay their respective costs for Our Family Wizard. The parties shall not use their children to deliver messages. The parties shall use text contact only in exigent circumstances, such as emergencies and changes on the day of exchange. The parties shall respond within 48 hours of any communication. The parties shall exchange receipts, calendar, and communicate through Our Family Wizard. The parties shall not use Our Family Wizard to harass or annoy the other parent. The communication shall be civil and limited to issues regarding the children.

18. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

19. Travel. When the children travel with either parent out of State, all of the following shall be provided to the other parent at least 24 hours prior to departure:

- a. An itinerary of travel dates;
- b. Destination;

- c. Places where the children or traveling parent can be reached;
- d. And, the name and telephone number of an available third person who would be knowledgeable of the children's location.
- e. Both parties shall have unfettered access to the children's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

20. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

21. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

22. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

23. Mutual Restraining.

- a. Both parties shall be supportive of the other party's role as a parent.

Neither parent shall attempt to alienate the children in any way from the other parent.

Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

- b. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

- c. Neither parent shall discuss the other parent, their decisions, or court-related matters outside a therapeutic setting with a third-party professional present. Further, the parties shall refrain from audio or videotaping conversations with the children, other than during special activities or events, and never for court-related purposes.

- d. The parties shall not use their children to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the children or at any children's activity.

- e. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties shall be restrained from placing negative posts about the other parent on any online forum or social media.

h. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor children from such circumstances.

24. Respect when Referring to the Other Parent. Each party shall demonstrate support and respect for the other parent and their role. This should include referring to the children's other parent as "mom" or "dad" and not their first name when speaking with the children.

25. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation.

26. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be

reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the Calendar within 24 hours of receiving the calendar or any change.

27. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification

FINANCIAL ITEMS AND ASSET DISTRIBUTION

28. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §78B-12-212. Neal is currently providing said insurance.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses

for the children 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 children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Neal shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Brianna shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

29. Childcare Expenses. The parties shall adopt Utah Code Annotated §78B-12-214, and each parent shall equally share the reasonable work-related childcare expenses for the minor children.

30. Dependency Exemption. The parties shall share the dependency exemption/tax credit for the minor children as follows:

a. While there are four minor children, the parties shall each receive two children as a dependency exemption/tax credit. Brianna shall claim the oldest two children and Neal shall claim the youngest two children.

b. While there are three minor children, the parties shall alternate the dependency exemption/tax credit for the minor children. Brianna shall claim 2 oldest children in odd-numbered tax years and the child for even-numbered tax years and the Neal shall claim 2 youngest children in even-numbered years and youngest child for odd-numbered tax years.

c. While there are two minor children, the parties shall each receive one child as a dependency exemption/tax credit. Brianna shall claim the oldest child and Neal shall claim the youngest child.

d. When there is only one minor child, the parties shall alternate the dependency exemption/tax credit for the minor child. Brianna shall be entitled to claim the minor child as a dependency exemption/tax credit for odd-numbered tax years, and the Neal shall claim the minor child as a dependency exemption/tax credit for even-numbered tax years.

e. Neal is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31st of the applicable tax year.

31. 2023 and 2024 Tax Filing. Parties shall file their Federal and State taxes jointly for the 2023 and 2024 tax year. If there is a refund, the parties shall each be entitled to one-half (1/2) of the Federal and State tax refund. If there are any tax liabilities, parties shall each be responsible for one half of the debt.

32. Real Property.

a. The marital property located at 10364 Avondale Drive Cedar Hills, Utah 84062 shall be awarded to the Neal with all debts and liabilities. Neal shall hold the other party harmless on all debts and liabilities associated with the home.

b. Neal has paid Brianna \$53,752.00 for her portion of the equity in the home.

33. Arizona Investment. Given the other financial considerations herein, Neal shall be awarded the Arizona Real Property Investment. Brianna received an offset of \$25,000 concerning the Arizona Investment through Neal's retirement.

34. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties should be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<u>Item Description</u>	<u>Awarded to:</u>
Yukon	Brianna
Truck	Sold, Each Party Received ½
Camry	Neal
Dogs	Brianna

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation with Fackrell & McLean Law withing 90 days of the entry of this Order. After 90 days of the entry or as mutually agreed upon in writing otherwise, each party is awarded their own personal property and effects and that property which is now in their individual possession or under their individual control, except as indicated within this stipulation.

35. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts:

<u>Debt Description</u>	<u>Obligation of:</u>
Debts in Neal's Name, only	Neal

Debts in Brianna's Name, only	Brianna
Citi Card	Brianna
Chase Credit Card	Neal

a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

36. Retirement Accounts: During the marriage, the parties acquired retirement accounts. Each party is entitled to one-half (1/2) of the retirement accounts, as of June 1, 2024. In addition, Brianna is entitled to offset \$25,000, for her portion of the Arizona property, against Neal's portion of the funds, as set forth in Paragraph 33, above. A division of the accounts shall be as follows:

<u>Account</u>	<u>Neal</u>	<u>Brianna</u>
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Fidelity 401(k)	\$91,880	\$106,564*
Merrill Bank 401(k)	\$5,573	
Optum 401(k)	\$1,690	

*This division represents \$7,421 of an offset against Neal's retirement account for the Arizona property. Brianna is entitled to an additional \$17,579 for the Arizona Property, outlined in Paragraph 33.

a. Any increase or decrease in the balances due to the fluctuations in the market or interest accruing, shall be included in the division of the accounts.

b. A Qualified Domestic Relations Order shall be prepared, if needed to divide the funds, and the parties shall equally share the cost of splitting the accounts, if needed.

37. Bank Accounts. The parties are each entitled to one half (1/2) of the balances in the parties' bank accounts, as of June 1, 2024. Neal has paid to Brianna, \$48,024.50. Brianna acknowledges that she has been paid in full.

<u>Account</u>	<u>Neal</u>	<u>Brianna</u>
Chase 0115	\$19,000	\$19,000
Chase 0299	\$1,803	\$1,803
Chase 2456	\$1,091	\$1,091
Chase 9287	\$1,118	\$1,118
Chase 2502	\$1	\$1
Chase 6125	\$11.50	\$11.50
Chase 8277	\$6,250	\$6,250
Chase 9267	\$6,250	\$6,250
Chase 9903	\$6,250	\$6,250
<u>Chase 448</u>	<u>\$6,250</u>	<u>\$6,250</u>
TOTAL	\$48,024.50	\$48,024.50

38. Name. Brianna shall have the option of restoring her name to Holley.

39. Combined Support. The Father shall pay Mother \$4,000 per month for child support and alimony pending substantial change in circumstances. Alimony shall be for a term

of 7.5 years from June 1, 2024, unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments will be made on the 5th and 20th of each month. Alimony will commence the month following Mother's move from the marital home.

a. Child Support. Neal has an income of \$10,000 per month. Brianna has an income of \$1,257 per month. Using a joint physical custody worksheet, with Neal having 182 overnights and Brianna having 183 overnights, Neal's child support obligation is \$916.00 per month.

b. Alimony. Based upon the Combined Support obligation, Neal's alimony obligation is \$3,084 per month.

40. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

42. Attorney's Fees and Costs. Each party shall be responsible to pay for their own attorney's fees and costs.

*****END OF DOCUMENT**

COURT SIGNATURE AND DATE APPEAR AT TOP OF FIRST PAGE***

APPROVED AS TO FORM:

Dated: May __, 2025

/s/ _____

Ron D. Wilkinson

Attorney for Neal Stanfield

**Electronically signed by
Joanie K. Low with permission
of Ron D. Wilkinson*

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, a true and correct copy of the above Order was served by being emailed on the 14th day of May 2025 to the following parties. Notice of objections to this Order must be submitted to the Court and counsel within seven (7) days after service. Shall no objections to this Order be submitted to the Court and counsel within seven (7) days after service, this Order shall be presented to the Court for entry and signature.

Ron D. Wilkinson
Attorney for Neal Stanfield

JR LAW GROUP, PLLC

/s/ Joanie K. Low

Joanie K. Low
Attorney for Brianna Stanfield

CERTIFICATE OF SERVICE

I hereby certify that on May 14th, 2025, I caused a true and correct copy of the foregoing (proposed) **DECREE OF DIVORCE** to be sent by the method indicated below to the following:

E-MAIL:

Ron D. Wilkinson
Attorney for Neal Stanfield

/s/ Owen Kendall

Owen Kendall

Paralegal for JR Law Group, PLLC