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

In the matter of the marriage of:

ASHLEY N. BRINGHURST,
Petitioner,

and

CHRISTOPHER C. BRINGHURST,
Respondent.

BIFURCATED DECREE OF
DIVORCE

Case No. 264600013

Judge Anthony Howell

Commissioner Marla Snow

IN THIS ACTION, the parties, having signed a Stipulation for Divorce (the "Stipulation"), consenting to the entry of a Decree of Divorce consistent with the terms set forth in the Stipulation;

NOW THEREFORE, in light of the foregoing; and for good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. The parties are granted a divorce on the grounds of irreconcilable differences pursuant to Utah Code Ann. § 81-4-405(1)(h).
2. Children: There are 4 minor children of this marriage:

A.B.	January 2014
R.B.	May 2016
N.B.	March 2018
B.B.	December 2021

3. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor children and use the terms herein as a parenting plan and be bound to abide thereby.
4. Information Sharing: Both parties are entitled to direct access to all of the children's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the children (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the children so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parents will notify each other of any special events involving the children such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.
5. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties shall have a good-faith discussion on all major decisions in the children's life prior to a decision being made regarding health, safety, religion, and education. If the parties disagree on a major decision regarding the children, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then the parties will promptly submit the matter to mediation. If mediation does not resolve the issue, then either party may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.
6. Educational Plan: Both parents shall have access to the children during school and authority to check the children out of school on his or her custodial days. The parties will obtain separate passwords for any school website so each can access events and schoolwork online. The party with the minor children in his/her care will be responsible for ensuring the minor children's

homework is complete and transporting the minor children to and from school on time. The children will attend school based on the Mother's residence.

7. Accommodations: Both parties will have reasonable sleeping accommodations for the children in the parties' residences. The children will not sleep in rooms occupied by a non-parent of the opposite sex in the parties' residences.

8. Religion: The children will be raised in the LDS faith.

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

10. Communication between Parents: All communication between the parties shall be primarily via text, email or an agreed-upon parenting app. All communication between the parties shall be civil in nature. Communication regarding the minor children will be directly between the parents and will not involve third parties. Medical emergencies shall be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

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

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

13. Physical Custody: The Mother is initially awarded primary physical custody of the minor children, subject to parent time with the Father as the parties may agree, and if they are unable to agree, parent time will be pursuant to Utah Code 81-9-302, but supervised until the mental health

assessment concludes the Father's mental health assessment is completed, and the Father's mental health assessment reports that there is no longer any unaddressed safety concerns for the children. The Father elects Wednesday as his mid-week parent time day. The parties will alternate weekends from Fridays to Sundays. See Utah Code 81-9-302.

a. Supervision: Supervisors shall be adults elected at the Father's discretion. Supervision will be line of sight. The Mother shall receive advance notice of the name and contact information of any supervisors (phone and address). Once the mental health assessor concludes the Father's mental health assessment reports that there is no longer any unaddressed safety concerns for the children pursuant to the assessment, supervision will be immediately terminated.

b. Mental Health Assessment: As noted above, the Father will receive a mental health assessment by a mutually agreeable professional. If the parties cannot agree to who will do the assessment within 7 days of this agreement, their legal counsel will discuss and decide who it will be within 14 days of this agreement. If the attorneys cannot decide within 14 days of this agreement, each will submit a qualified name, and flip a coin within 16 days of this agreement. The name suggested by winner of the coin toss being hired for the assessment. The assessor will provide a report of whether there are any unaddressed safety concerns for the children having unsupervised parent time with the Father. The Father also agrees to follow any treatment recommendations of the mental health assessor.

c. Adjustment to Parent Time: If the Father lives within 35 miles of the children's school, his parent time shall be adjusted to Utah Code 81-9-303. The Father elects Thursday as his mid-week overnight, and parties will alternate weekends from Fridays to Monday mornings. See Utah Code 81-9-303. When exercising this schedule, if the Father cannot return the children directly to school in the morning, he will transport the children to the Mother's residence the evening before by 8:30 pm.

14. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-302 initially; and under Utah Code 81-9-303, if and when the Father is living within 35 miles of the children's schools.

However, for purposes of the holiday schedule only, the Mother will be entitled to the holidays assigned to the "non-custodial" parent, and the Father will be entitled to the holidays assigned to the "custodial" parent.

15. Summer Parent Time: Extended parent time during the summer will be pursuant to Utah Code 81-9-302. Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended summer parent-time as follows:

- a. Priority in odd-numbered years: the Mother shall provide notice to the Father by May 1, and the Father shall provide notice to the Mother by May 15; and
- b. Priority in even-numbered years: the Father parent shall provide notice to the Mother by May 1 and the Mother shall provide notice to the Father by May 15.
- c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
- d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.

16. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the receiving parent will pick up the child at the beginning of his or her parent time. The "receiving parent" is the parent who is beginning parent time, and the "sending parent" is the parent whose parent time is ending.

17. Romantic Guests: Neither parent will introduce the children to a person with whom he or she is romantically involved until the relationship has been exclusive for at least 4 months.

18. Moves: If a party intends to relocate the children more than 150 miles or more from the residence of the other parent, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. See Utah Code 81-9-209.

19. Mutual Restraining Orders re Children:

- a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor children. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
- b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor children.
- c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the children.
- d. Not Use Children as Messengers: The parties will not use the children to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the children.
- e. Undue Influence: Both parties are restrained from attempting to influence the children's preference regarding custody or parent time.
- f. Interrogation: Neither parent will question, interrogate or "pump," the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the children.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor children, or from committing any domestic violence or abuse against the other party or the minor children.
- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the children.

- j. Age-Appropriate Materials: Neither parent will expose the children to age-inappropriate materials (e.g pornography or explicit media), during his or her parent time.
- k. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

20. Child Support: The Mother is employed and earns approximately \$5,023 per month. The Father is employed and earns approximately \$7,882 per month. Effective July 1, 2026, child support is awarded to the Mother from the Father in the amount of \$1,536 per month pursuant to the child support guidelines. If and when the Father begins exercising parent time consistent with Utah Code 81-9-303, child support shall be automatically adjusted pursuant to the child support guidelines.

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

22. First Right: Initially, each parent will have the first right to provide care for the children over any other third party if the parent responsible for the children is not available for a period of overnight or longer during their parent time. If and when the Father lives within 35 miles of the

children's school, the time period for triggering a first right shall be 8 hours or longer. The parent exercising the first right must be personally available, willing to provide the transportation, and shall return the children when the other becomes available. This provision is not intended to prevent the minor children from attending occasional overnight with a grandparent, camps, playdates, or other reasonable activities for the child when the parent exercising parent time is otherwise available.

23. Medical and Dental Insurance and Premiums for Parties: Both parties have access to medical insurances through his or her employment and may be removed from the plan of the other (if necessary) upon the entry of a decree of divorce.

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

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

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

27. Extracurricular Expenses: While the Father is paying child support based upon the sole custody calculation, he will have no obligation to pay for any extracurricular activities of the children. If and when the Father is paying child support based upon the joint custody calculation, each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the children attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the children attend during his or her parent time.

28. School Expenses: While the Father is paying child support based upon the sole custody calculation, he will have no obligation to pay for any school expenses of the children. If and when the Father is paying child support based upon the joint custody calculation, each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor children incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

29. Taxes: The parties have filed joint tax returns for the 2025 tax year and shall divide any refunds equally within 30 days. The parties shall file separate tax returns for the 2026 tax year, and thereafter.

- a. When there is an even number of children eligible to be claimed on the tax returns for a particular tax year, then the parties will each claim an equal number of children on his/her returns for that tax year. When there is an odd-number of children eligible to be claimed for a particular tax year, then the Mother will claim the extra child on her tax returns for the even-numbered tax years, and the Father will claim the extra child on his tax returns for the odd-numbered tax years.

b. A party's right to claim any children on the tax returns for any particular tax year is subject to being current on all children support obligations by December 31st of the particular tax year. A party's right to claim any child on any tax return for any particular tax year is subject to a party receiving a tax benefit in a particular tax year. If a party cannot claim a child on his/her tax return for a particular tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

30. Reserved Issues: These issues are reserved for further settlement discussion or a ruling by the court:

- a. Alimony
- b. Support arrearages
- c. Real Property
- d. Vehicles
- e. Bank accounts
- f. Personal Property
- g. Debts
- h. Retirement
- i. The valuation date for asset division

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

32. Bifurcation: The court will bifurcate the divorce and enter a permanent order for all resolved issues herein, and reserving the "reserved" items for further settlement discussions by the parties or trial.

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

34. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled

promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

35. Waiver of Discovery, Trial and Acceptability. For all fully resolved issues above, the parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. For reserved issues, discovery is ongoing for 90 days from the date of this stipulation. The parties understand that the mediator is not giving legal, tax, or asset valuation advice to either party but is a neutral facilitator only. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

End of Order, Court's Signature and Seal in Top Margin

RULE 7(f)(2) NOTICE

Objections to this proposed order must be filed within seven (7) days after service. Petitioner will submit this proposed order for entry upon being served with an objection or upon expiration of the time to object.

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of July 2026, I caused a true and correct copy of the foregoing BIFURCATED DECREE OF DIVORCE to be served via email, upon the following:

Nathan Wall, Esq.
2168 E. Fort Union Blvd.
Salt Lake City, Utah 84121

/s/ Darin S. Featherstone