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*Respondent's Attorneys*

IN THE FOURTH JUDICIAL DISTRICT COURT, PROVO  
UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE  
OF:

TAMERA MARIE BROWN,

Petitioner,

&

MICHAEL AARON BROWN,

Respondent.

**AMENDED DECREE OF DIVORCE**

Case No. 194402764

Judge Thomas Low

Commissioner Marian Ito

Petitioner, Tamera Marie Brown, through her attorney, J. Ramzi Hamady and A. Nichole Briceno, and Respondent, Michael Aaron Brown, through his attorney, Amber McFee, stipulated to a full and final resolution of all remaining issues in this matter pursuant to an agreement reached on 29 May 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Amended Findings of Fact and Conclusions of Law, now

**ORDERS, ADJUDGES, AND DECREES**

1. **Marriage Statistics.** The parties were married on May 12, 2011, in Draper, State of Utah. The parties separated on or about August 18, 2019. The parties were divorced pursuant to a Bifurcated Decree of Divorce entered on September 21, 2021.\_

2. **Effective Date.** The provisions herein related to custody and parent time shall be effective as of April 23, 2024, when the agreement was entered into by the parties at a Judicial Settlement Conference.

3. **Children.** The parties are the parents of three (3) minor children:

| Initials of Child | Month and Year of Birth |
|-------------------|-------------------------|
| J.P.B.            | March 2013              |
| L.R.B.            | September 2014          |
| T.F.B.            | June 2016               |

4. **Child Custody.** The parties are awarded joint legal and joint physical custody of the minor children.

5. **Parent Time.** With the exception of the first day of school, which shall be Mother's time, during the school year, the parties shall follow a 2/2/5 parent-time schedule commencing on April 29, 2024 with Mother having Mondays and Tuesdays and Father having Wednesdays and Thursdays and the parties alternating weekends. Holidays and summer parent-time will not change the regular rotation of the alternating weekend parent-time schedule.

6. **Summer Parent Time.** The Thursday prior to Memorial Day, which is the last day of school, shall be Mother's parent-time over-night. Father shall then have parent time with the children for the Memorial Day holiday from Friday at 8am through Tuesday at 8am. The parties shall then follow a week on and week off schedule with exchanges occurring at 8:00. a.m. on Monday as follows:

|                 |        |
|-----------------|--------|
| <u>Week One</u> | Mother |
|-----------------|--------|

|                                                                                                         |                                                                                                                        |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| commencing Tuesday after Memorial Day<br>(assuming school is out the Thursday prior to<br>Memorial Day) |                                                                                                                        |
| <u>Week Two</u>                                                                                         | Father                                                                                                                 |
| <u>Week Three</u>                                                                                       | Mother                                                                                                                 |
| <u>Week Four</u>                                                                                        | Father                                                                                                                 |
| <u>Week Five</u>                                                                                        | Mother                                                                                                                 |
| <u>Week Six</u><br>4th of July                                                                          | Father                                                                                                                 |
| <u>Week Seven</u>                                                                                       | Father                                                                                                                 |
| <u>Week Eight</u>                                                                                       | Father                                                                                                                 |
| <u>Week Nine</u><br>24 <sup>th</sup> of July                                                            | Mother                                                                                                                 |
| <u>Week Ten</u>                                                                                         | Mother                                                                                                                 |
| <u>Week Eleven</u>                                                                                      | Mother                                                                                                                 |
| <u>Week Twelve</u>                                                                                      | Mother has first day of school, including overnight.<br>Parties then resume<br>§30-3-35.2 alternating weekend rotation |

7. Any additional time in the summer shall be divided with Mother receiving the children at least two days before school starts. Mother would always have parent-time the first day of school including overnight. Mother would drop the kids off at school the next morning and Father will pick up the children from school to begin his weeknight parent time on the 2/2/5 schedule as applicable.

8. Mother shall always have parent-time the first and last day of school, including overnight, regardless of the day of the week these days fall on.

9. **Holidays.** During the school year, the parties shall alternate holidays in accordance with U.C.A. §30-3-35.2 as outlined below. Mother shall be designated as the custodial parent for purposes of holiday allocation only.

a. Holidays include any “snow” days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the

holiday period, and take precedence over the weekend parent-time. Holidays will not change the regular rotation of the alternating weekend parent-time schedule.

**Utah Holidays According to Utah Code § 30-3-35.2  
(during the school year)**

| <b>Odd Years</b> | <b>Even Years</b> | <b>Holiday and Time</b>                                                                                                                                                                                                                                                  |
|------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Father           | Mother            | <b>Martin Luther King Jr. Holiday</b> after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 9 a.m. if there is no school) |
| Mother           | Father            | <b>President's Day</b> after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 9 a.m. if there is no school)                |
| Father           | Mother            | <b>Spring Break</b> 6 p.m. on the day school lets out to the day school resumes with drop off to school (or 8 a.m. if there is no school)                                                                                                                                |
| Father           | Mother            | <b>Labor Day</b> after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school)                      |
| Father           | Mother            | <b>Fall Break</b> 6 p.m. on the day school lets out for Fall Break to the day school resumes with drop off to school (or 8 a.m. on the day following the end of the break if there is no school)                                                                         |
| Mother           | Father            | <b>Halloween or the day Halloween traditionally celebrated in local community</b> begins after school (or 4 p.m. if school is not in session) to 9 p.m. on day of holiday                                                                                                |
| Mother           | Father            | <b>Thanksgiving</b> After school or 6 p.m. on Wednesday before school lets out for holiday to the day school resumes with drop off to school (or 8 a.m. on the Monday following the holiday if there is no school)                                                       |
| Father           | Mother            | <b>First Half of Christmas Vacation, including Christmas Eve and Christmas Day</b> , beginning after school or 6 p.m. on the day school dismisses for winter break until December 27 <sup>th</sup> at 7 p.m.                                                             |
| Mother           | Father            | <b>Second Half of Christmas Vacation</b> , beginning December 27 <sup>th</sup> at 7 p.m. and ending the day school resumes with drop off to school                                                                                                                       |
| Mother           | Father            | <b>Child's actual birthday</b> from 3 p.m. until 9 p.m.                                                                                                                                                                                                                  |
| Father           | Mother            | <b>The day before or after child's birthday</b> from 3 p.m. until 9 p.m.                                                                                                                                                                                                 |

- b. The parties will not alternate or recognize summer holidays. Based on the division of summer weeks, Father will always have the 4th of July holiday and Mother will always have the 24th of July holiday. The parties will not alternate T.F.B.'s birthday and the parent who has parent time that week will have the children for the birthday. Father's

Day will also follow the summer schedule outlined above and will not be awarded to Father unless it is his week. Mother waives time on Mother's Day unless it is otherwise her weekend.

**10. Parenting Plan.** The parties shall adopt the following provisions:

**a. Special Master.** Marty Olsen shall be appointed as Special Master to this matter. The Special Master shall be allowed to allocate attorney costs as he deems appropriate. The Special Master's decisions shall be limited as outlined by an order of the Court.

**b. Our Family Wizard.** The parties shall use the OurFamilyWizard app for all communications between the parties and all calendaring between the parties. All communication between the parties will be only about the children, will be civil in nature and will be in writing. The party who learns of any event that a child will be attending (*i.e.* medical appointments, dental appointments, games, performances, etc.) will have 24 hours to put said event into the scheduling feature on OurFamilyWizard.

**c. Dispute Resolution.** Should the parties have a dispute regarding a major decision, they shall consult with a professional in the appropriate field (*i.e.* pediatrician for medical issues, teacher for education issues, therapist/counselor on mental issues.) If there is still a dispute after a professional has been consulted, the parties shall reach out to the Special Master for a decision. When the Special Master is consulted, the Special Master shall have the authority to assign attorney's fees to either party.

**d. Extracurricular Activities.** Mother may choose one activity per child per season and Father will support the child's participation in said activity. Mother will communicate the activity information as soon as it is available through OurFamilyWizard. If the parties

agree in writing prior to the children being enrolled in the activity, then the parties will equally divide the cost of that extracurricular activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. If the parties have not agreed to the cost of the activity in writing, the party signing up the child will be solely responsible for the cost of the activity, and the other parent agrees to be supportive of that activity in terms of allowing the child to fully participate during his or her time.

**e. No Right of First Refusal.** There shall be no first-right-of refusal.

**f. Contact 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.

**g. Non-Disparagement.** Neither party is allowed to discuss issues relating to the divorce with the minor children. Neither party shall disparage the other party to the minor children and should also not allow others to do so.

**h.** For emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

- i.** An itinerary of travel dates.
- ii.** Destinations.
- iii.** Places where the child or traveling parent can be reached; and
- iv.** The name and telephone number of an available third person who would

be knowledgeable of the child's location.

i. The parties agree, after consultation with each other, to support the children in participating in therapy as requested by the therapist, pediatrician, or counselor.

j. Neither party is to employ corporal punishment on the children of any kind.

k. **Health Insurance.** Both parents shall provide health care coverage for the medical expenses of their dependent child, as defined by U.C.A. § 78B-12-102.

i. If insurance for medical and dental expenses is available or becomes available to either parent at reasonable cost, and is accessible to the child, the parent(s) shall be responsible for maintaining insurance for their dependent child.

ii. If, at any point in time, the dependent child is covered by the health, hospital or dental insurance plans of both parents, the health, hospital, or dental insurance plan of the mother (including coverage provided through her husband) shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the father shall be secondary coverage for the dependent child, for so long as the designation maximizes the insurance benefit for the children as it does currently. (Father has a high deductible plan while mother has a lower deductible plan.) If a parent remarries and his or her 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 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 child.

iii. Both parents shall provide cash medical support by equally sharing all

reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the dependent child, including deductibles and copayments.

iv. Both parents shall share equally the out-of-pocket costs of the child's portion of the premium actually paid by the parent who maintains the insurance. So long as both parties cover the children for medical insurance, each party will pay his or her own insurance premiums without contribution.

v. Written verification of insurance enrollment, medical and dental insurance premiums and any change in coverage or premiums be provided to the Office.

vi. Unless and until verification is provided to the Office, no credit will be given by the Office.

vii. A parent who incurs medical expenses shall provide written verification of the expense and payment of medical expenses to the other parent within 30 days of payment. Once verification of the expense has been received, the non-incurring party shall have 30 days within which to reimburse the paying party for his/her one-half share.

viii. In addition to any other sanctions provided by the court, 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.

ix. Pursuant to Utah Code Ann. § 15-4-6.7, it is reasonable and proper that the Court enter an order that provides for the payment of medical and dental expenses of a minor child under §§ 30-3-5, 30-4-3, or 78B-12-111, or an administrative order under § 62A-11-326, a provider who receives a copy of the

order:

1) At or before the time the provider renders medical or dental services to the minor child shall, upon request from either parent, separately bill each parent for the share of the medical and dental expenses that the parent is required to pay under the order; or

2) Within 30 days after the day on which the provider renders the medical or dental service, may not:

a. Make a claim for unpaid medical and dental expenses against a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order;

or

b. Make a negative credit report under § 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full the share of the medical and dental expenses that the parent is required to pay under the order.

**11. Additional Parenting Plan Provisions.** The parties shall abide by the following parenting plan which is being proposed in good faith and reflects the best interest of the children.

**12.** The parties shall adopt parallel parenting as proposed by Dr. Dunn. This is to include decision of making medical appointments and if children stay home sick from school. Appointments will be added to OFW calendar within 24 hours of making appointment with a note of what the appointment is for, with an exclusion that necessary Instacare/Urgent Care visits

are not appointments and information will be provided prior to a child being seen by a medical provider via Our Family Wizard or as soon as possible.

**13.** The parties shall discuss all major medical decisions, however, in the event the parties are unable to reach an agreement, the issue will be decided by the Special Master pursuant to the Special Master Order.

**14.** Both parties are to be listed as the minor children's parents on all school records, registrations, medical records, religious records, and any other significant documents. The minor children shall continue to attend school at the same schools where they are currently attending and school track or feeder schools based upon the marital residence unless agreed otherwise in writing by the parties or by Court Order.

**15.** Tamera's residence shall be the children's primary residence for purposes of school registration and medical information.

**16.** The parties shall cooperate in executing any forms necessary to allow the other party to be allowed to communicate with their insurance company to access information related to the children's policy information and benefits. This provision shall apply to a party's spouse's insurance policy on which the children are covered.

**17.** Both parties shall be allowed full access to the children's school records and medical records. The parties shall share equally all school fees. Each party will pay for school lunches the children use during their respective parent times.

**18.** The parties shall notify the other parent of major injury or major illness involving the children prior to a medical professional tending to Minor Children and prior to Minor Children missing any classes/school. Emergency medical decisions may be made by either parent and

notice of the situation will be provided immediately or as soon as possible. For the purpose of this paragraph, “emergency medical decisions” means life or death situations where a decision regarding treatment cannot be delayed.

**19.** Any body modification the minor children may request (piercings, tattoos, gaging, implants, cosmetic procedures, etc.) shall be agreed to by the parties in writing prior to informing a child of parental acquiesce. The parties agree that L.R.B. will get her ear lobes pierced with a singular hole in each lobe once when she turns 12 and that the party taking her will incur the expense of the piercing.

**20.** The parties shall immediately notify the other parent of any change of address, change of telephone number or change of insurance.

**21.** The advisory guidelines of Utah Code Annotated §81-9-202 are adopted by the parties as part of their parenting plan and are specifically incorporated herein by reference to the extent that they are not contradictory to any of the provisions contained herein.

**22.** Parent time exchanges shall be school to school whenever possible, otherwise, all parent time exchanges will be curbside with the sending parent remaining at the door and the receiving parent staying within touching distance of the car. There will be no communication between the parties other than to send the children in the direction of the receiving parent. The receiving parent will provide transportation. Parent time begins at the time school would start, or at 8:00 a.m. if school is not in session.

**23.** The parties will communicate effectively if they are going to be late for parenting time exchanges. If no communication takes place, the parties will adhere to a fifteen-minute rule. During exchange, if the receiving party is late, the other party does not need to wait more than 15

minutes. The receiving party will need to make alternate arrangements for pickup but no makeup time will be allowed.

**24. Requests for Changes to Parent Time Schedule.** A party needing to request a change to the parent time schedule as set forth in the Amended Decree of Divorce, shall initiate a written request through OFW at least two (2) weeks in advance. Reasonable requests for changes to the parent-time schedule changes shall be approved. The party being asked to change dates shall choose the dates they will exchange for.

**25.** Requests made with less than 24 hours notice will be taken into consideration, and the parties shall attempt to accommodate such requests if able.

**26. Baptism and Confirmation.** Upon execution of this Stipulation, Tamera will sign consent documents necessary for Michael to baptize and confirm the three children during his parent time at his earliest convenience regardless of the number of missionary lessons. Tamera will attend the baptisms via Zoom. Tamera's father is allowed to participate in the confirmation circle. Tamera will attend the confirmations via Zoom. No family or friends of either side will be excluded from attending (or participating in where allowed) the baptisms or confirmations. Tamera will be allowed two (2) hours with the children after the baptisms/confirmations to take the children to lunch/dinner to celebrate.

**27.** Michael would have decision-making authority regarding any future church ordinations, setting-apart(s), or any other applicable matters pertaining to their church membership for T.F.B., L.R.B., and J.P.B as the church deems necessary. Tamera shall be provided two-weeks advance notice of any such ordinances so that members of the children's extended family can participate and attend.

**28. Church Records.** The church will decide in which ward the children's records are to be maintained.

**29. Relocation.** If a parent intends to move 150 miles or more from their current residence, the relocating parent shall provide written notice to the other parent at least 60 days before the day on which the relocating parent intends to relocate. The written notice of relocation under Subsection (2) shall contain statements affirming:

- a.** The parent-time schedule approved by both parties will be followed; and
- b.** That a parent will not interfere with the other's parental rights pursuant to court ordered parent-time arrangements or the parent-time schedule approved by both parties.

**30.** The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to:

- a.** Review the notice of relocation and the relevant parent-time schedule under § § 81-8-302 or 81-8-304; and
- b.** Make appropriate orders regarding the parent-time schedule and costs for parent-time transportation.

**31.** In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a custodial parent is in the best interest of the minor child, consider any other factors that the court considers relevant to the determination.

- a.** If the court determines that relocation is not in the best interest of the minor child, and the custodial parent relocates, the court may order a change of custody.
- b.** If the court finds that the relocation is in the best interest of the minor child, the court shall determine the parent-time schedule and allocate the transportation costs that

will be incurred for the minor child to visit the noncustodial parent.

c. In making such a determination, the court shall consider:

- i. the reason for the parent's relocation;
- ii. the additional costs or difficulty to both parents in exercising parent-time;
- iii. the economic resources of both parents; and
- iv. other factors the court considers necessary and relevant.

32. For moves less than 150 miles each parent shall provide 60 days notice providing a new address and a proposal for any parent time adjustments. Notwithstanding any such move, the provisions regarding parent time remain in full force until a court modifies the provisions or the parties agree in writing to modifications.

33. **Phone Contact and Phones for Children.** Neither party will obtain a smart phone (i.e. a device that has internet access or social gaming capabilities) for a child without agreement from the other parent, if such phone will be used at the other parent's home. If a parent chooses to provide a child with a cell phone, that phone shall remain at the gifting parent's home unless otherwise agreed by the Parties. The children shall be allowed to have access to communication devices and may have contact with both parents via phone call or texting at the child's request and at reasonable times, subject to any applicable discipline or screen time limits. If the parties disagree as to what age a child may obtain a smart phone, the parties will bring the issue before the Special Master to decide.

34. If the parties are in agreement that children's phones can be used at both residences, the following shall apply: No parent will take away a phone except for discipline purposes. If a

parent does take away a phone for discipline purposes, the parent must notify the other parent of the terms of the discipline and when the child will have the cell phone/device back. Both parents will have passcodes for the phone as well as the screen time passcode to edit screen time settings at either residence. If either party has to change the screen time code or any other passcode, they will notify the other parent of the new code. A parent may turn on/off location sharing during their parent time for the children. While parents may decide to place individual limits on screen time (or take away screen time entirely) on the device, open communication with both parents will still be allowed through reasonable means.

**35. Child Support.** Pursuant to U.C.A. § 81-6-203 Tamera is currently employed and her total countable gross monthly income for child support purposes of approximately \$7,042.00.

**36.** Pursuant to U.C.A. § 81-6-203 Michael is currently employed and makes less than \$7,042.00, however, he agrees that he is capable of earning more and shall be imputed at total countable gross monthly income for child support purposes in the amount of \$7,042.00.

**37.** Pursuant to U.C.A. § 81-6-212 et seq. and the Uniform Child Support Guidelines, the child support obligation would be \$22 per month, however, because it is a minimal amount the parties are sharing parent time equally, there shall be no child support awarded from one party to the other beginning April 23, 2024. The parties further acknowledge and agree that any arrearage or claim for child support prior to 2020, pursuant to any temporary order, or otherwise is waived. Notwithstanding, since the Judicial Settlement Conference on April 23, 2024, Michael has paid child support through ORS based upon a 60/40 schedule despite exercising parent time upon a 50/50 schedule according to the agreement and Court Order. As outlined in paragraph 56, Michael is awarded his 401K account (in conjunction with the alimony overpayments) as a credit

to his child support overpayment and which resolves all claims for arrearages, overpayment, and other financial claims related to child support owed by either party through the date of entry of this order.

**38.** Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable by the end of the month in which it is due.

**39. Childcare Expenses.** The parties agree that each shall be responsible for any surrogate care costs during their respective parent time. The parties have previously agreed that there shall be no first right of refusal.

**40. Real Property.** The parties did not acquire any real property during the course of the marriage.

**41. Personal Property.** Each party is awarded the personal property currently in his or her possession except as otherwise provided by the following:

**42. Marital Property awarded to Michael.**

- a.** 2015 Volkswagon Jetta
- b.** Passport
- c.** Indian Card
- d.** Any of Michael's Clothing in Tamera's possession
- e.** Cable Boxes and Equipment

**43. Michael's pre-marital belongings (if located).**

- a. 5 Drawer Chest
- b. Bike (Kona - Red)
- c. Bike Helmet
- d. Bike Shoes
- e. Bike Lock
- f. Bike Bag
- g. Guitar (Fender Acoustic)
- h. Guitar Bag
- i. Green Suitcase
- j. LongBoard (Landyatchs)
- k. Any of Michael's Mission Items in Tamera's possession Journals - Scriptures and  
Scripture Cases -Backpacks/scripture bag -Mission Planners
- l. Memory Book (Contact Book)
- m. Eagle Scout
- n. Shadow Boxes (Eagle & Cub Scout),
- o. Bandana, etc. -UVU Diploma
- p. High School Diploma
- q. Seminary Diploma

**44. Marital Property Awarded to Tamera.**

- a. 1993 Camaro
- b. 2006 Honda Odyssey

**45. Personal Property Awarded to Tamera in Mike's possession (if located).**

- a. Lennox Minnie and Mickey Mouse tea cup;
  - b. Heart-Shaped Minnie Mouse picture frame.
  - c. Minnie and Mickey Mouse wedding photo frame.
  - d. Signed Van Lady Love CDs.
  - e. Waved wood photo frame with photo of Tamera and the children.
46. Michael shall provide the login and password to Tamera's mother's VUDU account so that she may have exclusive use and control over the account.
47. Michael would be awarded the guns and power tools he took with him when he vacated the marital home.
48. Tamera would be awarded all remaining household items, including her camera equipment which she uses for work and the toolbox gifted to her by her parents.
49. The parties shall make arrangements to have pick up and or exchange these items within fourteen days of signing this Stipulation.
50. **Financial Accounts.** The parties have acquired financial accounts during the course of the marriage that have been separated. Each party shall keep the bank accounts presently maintained in their own respective names. The parties also have savings accounts in each of the children's names which shall be divided equally between the parties so each can open their own accounts for the children. Each party shall have sole discretion over the accounts they create for the children.
51. Michael is awarded any remaining financial accounts (i.e. Acorn, HSA.)
52. Tamera waives her claims to amounts owed to her from the 2019 tax return.
53. **Alimony.** Neither party shall be obligated to pay the other alimony both now and in the

future. In consideration of alimony overpayment, Tamera waives all claims to Michael's 401k account, as outlined in paragraph 56, and which resolves all claims for arrearages, overpayment, and other financial claims related to alimony owed by either party through the date of entry of this order.

54. Tamera agrees to she was provided the remaining personal injury funds of approximately \$20,000 in 2020 (that was held in the parties joint safe deposit box). Tamera is awarded those funds previously provided to her. Parties agree that other funds from the personal injury was spent during the marriage on marital expenses.

55. **Debts.** The parties have not acquired debts during the course of the marriage.

a. Each party shall be responsible for his or her own debts acquired since the date of separation.

b. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

56. **Retirement.** Each party is entitled to half of the retirement accounts accrued during the course of the marriage from the date of the marriage through date of Divorce on September 21, 2021. Parties agree that due to the personal property division, child support overpayment and alimony overpayment, Michael is awarded the 401k retirement account in its entirety to settle all financial claims, including but not limited to, child support arrears, alimony arrears, claims of

overpayment, and additional child related expenses through the date of entry of this order.

**57. Income Taxes.** The parties shall divide the eligible benefits as equally as possible each year. When there are three children eligible for tax purposes, Tamera shall claim T.F.B. every year and Michael shall claim L.R.B. every year. The parties shall alternate claiming J.P.B. with Tamera claiming J.P.B. for odd years and Michael claiming J.P.B. for even years. When there are two children eligible for tax purposes, Tamera shall claim T.F.B. and Michael shall claim L.R.B. every year. When there is one child eligible for tax purposes, Tamera shall claim T.F.B. for odd years and Michael claiming T.F.B. for even years.

**58.** The parties shall cooperate in signing any forms required by the IRS allowing the other party to claim the child(ren) when he or she is entitled to the benefit.

**59.** Each party waives any and all other claims regarding arrearages, financial accounts, division of fees for the Private Guardian ad Litem and the Custody Evaluation and financial claims of any kind, including amounts owing under temporary orders.

**60. Dispute Resolution.** If a dispute arises between the parties, they shall submit the issue to the Special Master pursuant to the Special Master order.

**61. Attorney's Fees and Costs.** Each party will pay his or her own attorney's fees and Costs.

**62.** In the event that either party acquires personal property or real property subsequent to the execution of the Stipulation and Property Settlement Agreement, said personal or real property shall be considered non-marital and neither party shall have any interest in the other party's after acquired property.

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

APPROVED AS TO FORM:

HAWKES QUAM, LLC

/s/ J. Ramzi Hamady

J. Ramzi Hamady (signed with permission given via email on 6.26.26)  
*Attorneys for Petitioner*

RAY QUINNEY & NEBEKER

/s/ A. Nicole Briceno

A. Nichole Briceno (signed with permission given via email on 6.26.26)  
*Attorneys for Petitioner*

/s/ Christopher Walker

Christopher Walker (signed with permission given via email on 6.22.23)  
*Assistant Attorney General, ORS*

**NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE**

**TO: PETITIONER**

As authorized by Utah Rule of Civil Procedure 7(j)(4)–(5), the undersigned attorney will submit the foregoing Amended Findings of Fact and Conclusions of Law for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 22 June 2026.

McFEE LAW, LLC

/s/ Amber McFee

Amber McFee  
*Attorney for Respondent, McFee Law*

**CERTIFICATE OF SERVICE**

I hereby certify on 22 June 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Sally B. McMinimee

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*/s/ Melanie Cramer Manarite*  
\_\_\_\_\_  
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