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Appearing pro se

IN THE FOURTH JUDICIAL DISTRICT COURT – AMERICAN FORK DEPARTMENT IN AND FOR UTAH COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i> LIANA RENEE BROWN, Petitioner, and Joel Val Brown, Respondent.	DECREE OF DIVORCE Civil No. 244100167 Judge Denise Porter Commissioner Marian Ito

DECREE OF DIVORCE

This matter came before the Court upon Petitioner's Verified Petition for Divorce, Respondent's Counter Petition for Divorce, the evidence presented at trial, and the Court's Findings of Fact and Conclusions of Law. The Findings of Fact and Conclusions of Law entered contemporaneously with this Decree are incorporated herein by reference to the extent necessary to support the Court's orders.

The Court, having considered the evidence, being fully advised in the premises, and having determined that grounds for divorce exist under Utah law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

I. DISSOLUTION OF MARRIAGE

1. The Court finds that irreconcilable differences have arisen between Petitioner, **Liana Renee Brown ("Mother")**, and Respondent, **Joel Val Brown ("Father")**, and that the parties' marriage has suffered an irretrievable breakdown. Accordingly, the marriage of the parties, solemnized on January 25, 2007, is hereby dissolved, and the parties are divorced.
2. This Decree of Divorce supersedes all temporary orders previously entered in this action except those provisions that expressly survive until performed or otherwise modified by this Decree.

II. JURISDICTION AND VENUE

3. The Court has jurisdiction over the parties and the subject matter of this action pursuant to applicable Utah law.
4. Venue is proper in the Fourth Judicial District Court, Utah County, State of Utah.
5. The Court retains continuing jurisdiction over this matter to enforce and, where permitted by law, modify the provisions of this Decree.

III. CUSTODY AND PARENT-TIME

A. Legal and Physical Custody

6. The parties are awarded joint legal custody of their two minor children, J.A.B. and C.R.B., pursuant to Utah law.
7. The parties are awarded joint physical custody of the minor children.

B. Parenting Plan

8. The parties shall comply with the Advisory Guidelines set forth in Utah Code Ann. § 81-9-202, except as otherwise specifically modified by this Decree.

C. Regular Parent-Time

9. The parties shall exercise parent-time by mutual agreement whenever possible. If the parties are unable to agree, parent-time shall be exercised as follows:
 - a. Mother shall exercise parent-time, including overnight parent-time, each Monday and Tuesday.
 - b. Father shall exercise parent-time, including overnight parent-time, each Wednesday and Thursday.
 - c. The parties shall alternate weekends, with weekend parent-time commencing on Friday and concluding Monday morning.
10. For purposes of calculating parent-time, Father shall be designated as exercising one hundred eighty-three (183) overnights annually, and Mother shall be designated as exercising one hundred eighty-two (182) overnights annually.

D. Holiday Parent-Time

11. Holiday parent-time shall be exercised in accordance with Utah Code Ann. § 81-9-303. For purposes of the statutory holiday schedule, Father shall be designated as the noncustodial parent.
12. Birthday parent-time shall supersede holiday parent-time, except for Mother's Day and Father's Day. Holiday parent-time shall supersede the regular parent-time schedule. Upon the conclusion of any holiday parent-time, the parties shall resume the regular parent-time schedule without altering the established rotation.

E. Extended Summer Parent-Time

13. Each party shall be entitled to one uninterrupted two-week period of extended summer parent-time each calendar year.
14. Mother shall have first selection of her two-week summer parent-time period in even-numbered years. Father shall have first selection of his two-week summer parent-time period in odd-numbered years.

15. Except as otherwise provided herein, the parties shall provide notice of their selected summer parent-time and exercise extended summer parent-time in accordance with Utah Code Ann. § 81-9-303.

F. Children's Participation in Parent-Time

16. Both parties shall encourage, support, and require the minor children to participate in court-ordered parent-time with each parent. Neither party shall interfere with, discourage, or undermine either child's relationship with the other parent or participation in court-ordered parent-time.
17. In the event J.A.B. refuses to participate in court-ordered parent-time with either parent, the parties shall immediately engage J.A.B. in therapeutic services for a period of twelve (12) months. Such services may consist of private therapy, reunification therapy, or another therapeutic intervention recommended by a licensed mental health professional or otherwise agreed upon by the parties. Unless otherwise agreed in writing or ordered by the Court, the parties shall each be responsible for fifty percent (50%) of the costs associated with such therapy.

G. Parent-Time Exchanges

18. The parties shall share equally the responsibility for transportation of the minor children.
19. When school is in session, parent-time exchanges shall occur at the children's school unless otherwise agreed in writing.
20. When school is not in session, the receiving parent shall provide transportation for the children. The parties shall utilize curbside exchanges. The parent delivering the children shall remain within arm's reach of the residence, and the receiving parent shall remain within arm's reach of his or her vehicle. The parties shall have no unnecessary communication during exchanges.
21. A stepparent, grandparent, or other responsible adult designated by either parent may transport or receive the children provided the other parent has been informed of the individual's identity.

H. Right of First Refusal

22. If either parent will be unavailable to personally care for the children for an overnight period or longer during his or her scheduled parent-time, that parent shall first offer the other parent the opportunity to care for the children before utilizing a third-party caregiver, provided the other parent is reasonably available. This provision shall not prohibit reasonable overnight visits with grandparents or other family members when consistent with the children's best interests.

IV. LEGAL CUSTODY AND DECISION-MAKING

A. Joint Legal Custody

23. The parties shall share joint legal custody of the minor children. Each parent shall have full and equal access to information regarding the children's education, medical care, mental health treatment, extracurricular activities, and general welfare.
24. Each parent may make emergency decisions affecting the health or safety of the children while the children are in that parent's care. The parent making the emergency decision shall notify the other parent as soon as reasonably practicable of the emergency, the treatment provided, and the children's condition.
25. Each parent may make routine day-to-day decisions concerning the children's care, supervision, and activities while the children are in that parent's physical custody.

B. Major Decisions

26. Major decisions concerning the children's education, elective medical and mental health care, and religious upbringing shall be made jointly by the parties whenever possible.
27. If the parties are unable to reach agreement regarding a major decision affecting the children, they shall proceed as follows:
- a. The parties shall first consult with an appropriate third-party professional possessing expertise in the area of disagreement, including but not limited to a physician, therapist, educator, school administrator, or religious leader, as appropriate.

b. If the parties remain unable to reach agreement following consultation with the appropriate professional, they shall participate in mediation with a mutually agreed-upon mediator. Unless otherwise agreed in writing, the parties shall equally share the costs of mediation.

c. If mediation is unsuccessful, Father shall have final decision-making authority regarding the parties' oldest child, J.A.B., and Mother shall have final decision-making authority regarding the parties' youngest child, C.R.B. The other parent retains the right to seek appropriate relief from the Court if he or she believes the final decision is not in the child's best interests.

C. Telephone and Virtual Parent-Time

28. Each parent shall encourage and permit reasonable, private, and unmonitored telephone, text, and virtual communication between the children and the other parent during reasonable hours and for reasonable durations. Neither parent shall interfere with such communication absent an emergency or circumstances affecting the children's immediate health or safety.

29. The children shall be permitted to contact either parent at any reasonable time.

V. EXCHANGE OF INFORMATION BETWEEN PARENTS

30. The parties shall communicate directly with one another regarding the minor children and shall primarily use a co-parenting application, such as OurFamilyWizard, including the ToneMeter feature, for all non-emergency communications. The parties shall share equally the cost of the co-parenting application.

31. Email communication shall be used sparingly and shall be brief, civil, and factual. Text messages and telephone calls shall be limited to emergencies or last-minute logistical matters concerning parent-time exchanges.

32. All communications between the parties shall be limited to matters concerning the minor children, including parenting and child support matters.

33. Neither party shall have an affirmative duty to notify the other of the children's school, extracurricular, or other activities when the same information is reasonably accessible through the other party's own reasonable efforts, including online school calendars or similar resources.
34. Whenever either parent travels overnight or outside the State of Utah with the minor children, that parent shall provide the other parent with the travel itinerary, including the dates of travel, destinations, locations where the children or traveling parent may be reached, and the name and telephone number of a third party who is familiar with the children's location and can be contacted if necessary.

VI. RELOCATION

35. If either parent intends to relocate his or her primary residence more than seventy-five (75) miles from the primary residence of the other parent, the relocating parent shall provide the other parent with at least sixty (60) days' prior written notice of the intended relocation.
36. Upon receipt of the notice of relocation, the non-relocating parent shall be entitled to request a hearing before the Court to review the proposed relocation and determine whether modification of the parent-time schedule or any other provisions of this Decree is appropriate.

VII. MUTUAL RESTRAINING ORDERS

37. Neither party shall harass, stalk, threaten, abuse, or intimidate the other party, any member of the other party's family, or any third party associated with the other party, nor shall either party encourage or permit a third party to engage in such conduct.
38. Neither party shall make derogatory or disparaging remarks about the other party in the presence or hearing of the minor children or otherwise engage in conduct intended to diminish the children's love, affection, or respect for the other parent or to influence the children's preference regarding custody or parent-time. Each party shall use his or her

best efforts to prevent third parties from engaging in such conduct and, if necessary, shall remove the children from the presence of any person engaging in such conduct.

39. Neither party shall discuss this litigation or other adult disputes involving the parties in the presence or hearing of the minor children, nor shall either party permit a third party to do so.
40. Neither party shall use the minor children to relay messages to the other parent, keep secrets from the other parent, manipulate the other parent, or otherwise involve the children in parental conflict.
41. Neither party shall question the minor children regarding the other parent's activities, personal relationships, or financial affairs, nor otherwise attempt to obtain information about the other parent through the children.
42. Each party shall comply with all applicable safety laws while transporting the minor children, including maintaining a valid driver's license, vehicle registration, and automobile insurance, and shall ensure that all legally required child restraint systems and seat belts are properly utilized.
43. Neither party shall use illegal drugs or controlled substances not lawfully prescribed to that party, shall not misuse prescription medications, and shall not consume alcohol to the point of impairment while exercising custody or parent-time. Neither party shall knowingly permit the minor children to remain in the care or presence of any person whom the party knows or reasonably believes to be impaired by alcohol, illegal drugs, or unlawfully used controlled substances.

VIII. EDUCATION

44. The minor children shall continue attending the schools in which they are currently enrolled unless otherwise agreed to in writing by the parties or ordered by the Court.
45. Both parties shall have equal access to the minor children's educational records and information as provided by law and shall each be listed as an emergency contact with the children's schools.
46. Each parent shall be authorized to check the minor children out of school during his or her respective parent-time when reasonably necessary to avoid undue disruption,

including for reasonably unavoidable medical appointments, extracurricular activities, sporting events, or other similar circumstances.

IX. DISPUTE RESOLUTION AND ENFORCEMENT

47. If either party fails to comply with any provision of this Decree relating to parent-time or child support, the other party's obligations under this Decree shall remain in full force and effect. A party's failure to comply with the parent-time provisions of this Decree shall not relieve the other party of his or her child support obligations, and a party's failure to comply with child support obligations shall not relieve the other party of his or her parent-time obligations.
48. Except for ex parte motions seeking emergency relief, motions to enforce this Decree, or petitions to modify financial matters, the parties shall make a good faith effort to resolve disputes arising under this Decree through mediation before seeking Court intervention. The parties shall mutually agree in writing upon a mediator and shall share the costs of mediation equally unless otherwise agreed in writing or ordered by the Court.

X. CHILD SUPPORT

49. Mother shall pay child support to Father in the amount of Two Hundred Four Dollars (\$204.00) per month. Child support shall be due on or before the fifth (5th) day of each month and shall be paid through Venmo or another payment method mutually agreed upon by the parties.
50. Mother shall maintain a monthly accounting of child-related expenses and shall provide the accounting to Father by email each month. Father's share of reimbursable child-related expenses shall be deducted from Mother's monthly child support obligation. The amount due each month shall be determined by subtracting Father's share of reimbursable child-related expenses from Mother's monthly child support obligation of Two Hundred Four Dollars (\$204.00). Any remaining balance shall be paid by Mother to Father on or before the fifth (5th) day of each month.

51. Child support for each child shall terminate upon the later of: (a) the child reaching eighteen (18) years of age; or (b) graduation from high school during the child's normal and expected year of graduation. Child support shall also terminate upon the death, marriage, emancipation, or entry into active military service of the child, as provided by Utah law. Upon the occurrence of any such event, child support shall be adjusted in accordance with the Utah Child Support Guidelines and applicable law.
52. Unless otherwise agreed to in writing by the parties or collected through the Utah Office of Recovery Services ("ORS"), child support shall be paid on or before the fifth (5th) day of each month.
53. The parties retain all rights provided under Utah law to seek review, adjustment, or modification of child support, including the statutory three-year review and any modification based upon a substantial material change in circumstances.
54. Either party may utilize the Utah Office of Recovery Services ("ORS") for the collection or enforcement of child support. Upon enrollment with ORS, child support may be subject to income withholding and collection procedures as provided by law.

XI. TAX MATTERS

55. The parties shall alternate the right to claim the minor children for all available federal and state dependency exemptions, child tax credits, and any other applicable child-related tax benefits, as set forth in this Decree.
56. For so long as there are two children eligible to be claimed, Mother shall claim J.A.B. each tax year, and Father shall claim C.R.B. each tax year.
57. When only one child remains eligible to be claimed, Father shall claim the child in odd-numbered tax years, and Mother shall claim the child in even-numbered tax years.
58. A party shall be entitled to claim the child-related tax benefit allocated under this Decree only if that party is current on his or her child support obligation as of December 31 of the applicable tax year.
59. The parties shall timely execute and deliver all federal and state tax forms and other documents reasonably necessary to enable the other party to claim the child-related tax

benefits awarded under this Decree, including any forms required by the Internal Revenue Service.

XII. HEALTH INSURANCE AND UNREIMBURSED MEDICAL EXPENSES

60. The parent who is able to obtain medical and dental insurance providing the best coverage for the minor children at the most reasonable cost shall maintain such coverage for the benefit of the children.
61. The parties shall each be responsible for fifty percent (50%) of all reasonable and necessary uninsured and unreimbursed medical, dental, mental health, prescription, optical, orthodontic, and physical, occupational, speech, and social skills therapy expenses incurred on behalf of the minor children, including deductibles, co-insurance, and co-payments.
62. The party incurring such expenses shall provide the other party with written verification of the expense and payment, including invoices, receipts, or similar documentation, within thirty (30) days after payment and after insurance has processed the claim. The other party shall reimburse his or her share within thirty (30) days after receipt of the required documentation. Failure to timely provide the required documentation may result in the forfeiture of reimbursement for that expense.
63. If both parties maintain health, hospital, or dental insurance covering the minor children, the insurance plan providing the best benefits at the most reasonable cost shall serve as the primary insurance coverage, and the other plan shall serve as secondary coverage.
64. If either party remarries and the minor children become eligible for coverage under a stepparent's health, hospital, or dental insurance plan, such coverage shall be treated as though it were the remarried party's insurance plan for purposes of determining primary and secondary coverage.
65. The parties shall equally share the out-of-pocket cost attributable to the minor children's health and dental insurance premiums. The children's share of the premium shall be calculated on a per capita basis by dividing the total premium by the number of individuals covered under the policy and multiplying that amount by the number of

children covered under this Decree. Such amount shall be credited or deducted in the calculation of child support, as applicable.

66. The party maintaining health or dental insurance for the minor children shall provide the other party, and the Utah Office of Recovery Services if applicable, with written verification of coverage on or before January 2 of each calendar year, or during the applicable open enrollment period, and shall notify the other party and the Utah Office of Recovery Services, if applicable, within thirty (30) days of any change in insurance carrier, coverage, premium, or benefits.

XIII. SCHOOL FEES AND EXTRACURRICULAR ACTIVITIES

67. The parties shall each be responsible for fifty percent (50%) of all school fees incurred on behalf of the minor children.
68. The parties shall each be responsible for fifty percent (50%) of the reasonable costs of extracurricular activities for the minor children that have been agreed upon in writing by both parties. Such agreement shall not be unreasonably withheld, and the parties shall use their best efforts to schedule extracurricular activities in a manner that minimizes conflicts with the parent-time schedule.
69. The party incurring school fee or extracurricular activity expenses shall provide the other party with written verification of the expense and payment within thirty (30) days after payment. The other party shall reimburse his or her share within thirty (30) days after receipt of the required documentation.

XIV. REAL PROPERTY AND ESCROW DISTRIBUTION

70. The parties have sold the marital residence, and the net proceeds of the sale are currently being held in escrow.
71. The escrow agent shall first pay the following approved marital debts from the escrowed proceeds.

Account Description	Approximate Value
America First Credit Union	\$432
Comcast (Valor Collections)	\$195
Farm Bureau Financial Services	\$611
Verizon (Collections)	\$342

72. After payment of the foregoing marital debts, the escrow agent shall apply the following offsets between the parties:

a. Father shall receive payment for Mother's child support obligation in the amount of Two Thousand Eight Hundred and Eight Dollars (\$2,808). This represents the total of Ninety-Two Dollars (\$92.00) per month for the period of June 2024 through August 2025, and Two Hundred Four Dollars (\$204.00) per month for the period of September 2025 through March 2026.

b. Mother shall receive payment in the amount of Two Thousand Two Hundred Ninety-Five Dollars (\$2,295.00), representing Father's one-half share of the expenses identified in Exhibit 61.

c. Mother shall receive payment in the amount of Five Hundred Six Dollars and Twenty-One Cents (\$506.21), representing the unreimbursed child-related expenses identified in Exhibit 76.

d. Mother shall receive payment in the amount of Two Hundred Fifty Dollars (\$250.00), representing Father's reimbursement obligation for one-half of the stairlift sale proceeds.

73. The escrow agent shall apply the foregoing offsets against one another, distribute the net amounts due to each party, and thereafter divide the remaining escrow balance equally between the parties.

74. The escrow agent is authorized to rely upon the terms of this Decree in calculating and distributing the escrowed proceeds. Each party shall execute any documents reasonably

necessary to authorize and facilitate the escrow agent's distribution of the escrowed proceeds in accordance with this Decree. In the event either party fails or refuses to execute any required document, this Decree shall constitute sufficient authority for the escrow agent to complete the distribution as ordered by the Court, or either party may seek further relief from the Court to enforce this provision.

XV. PERSONAL PROPERTY

75. The parties are awarded the following items of personal property as their sole and separate property, together with any associated equity, debts, and liabilities, and each party shall indemnify and hold the other harmless from any obligation associated therewith:

Item description:	Awarded to:
2014 Hyundai Santa Fe	Mother
2015 Honda Odyssey	Father
Stair Lift	Proceeds split equally

76. Each party is awarded all non-marital personal property owned by that party prior to the marriage, including any separate property, gifts, inheritances, family heirlooms, and all appreciation thereon, free and clear of any claim by the other party.

77. Except as otherwise provided in this Decree, all remaining personal property has been divided by agreement of the parties or by prior order of the Court. Each party shall retain the personal property currently in his or her possession, free and clear of any claim by the other party, unless otherwise specifically provided herein.

XVI. BANK ACCOUNTS

78. Except as otherwise provided in this Decree, each party is awarded as his or her sole and separate property all bank accounts, checking accounts, savings accounts, credit union accounts, money market accounts, and other cash accounts presently titled in his or her individual name, together with all funds on deposit therein. The Court finds that any marital interest in such accounts has been equitably divided by agreement of the parties, by the offsets ordered herein, or by prior order of the Court.

XVII. RETIREMENT ACCOUNTS AND QUALIFIED DOMESTIC RELATIONS ORDER

79. The parties' retirement accounts shall be divided equally in accordance with the Court's ruling entered following the March 13, 2026 trial. The Court considered Mother's retirement account balance of One Thousand Six Hundred Eighty-Two Dollars and Seventy-Eight Cents (\$1,682.78), as reflected on the February 2, 2026 account statement, and Father's retirement account balance of Twenty-Four Thousand Seventy-Five Dollars and Six Cents (\$24,075.06), as reflected on the February 10, 2026 account statement.
80. To effectuate the equal division of the parties' retirement assets, a single Qualified Domestic Relations Order ("QDRO") shall be prepared and entered against Father's retirement account. No QDRO shall be required for Mother's retirement account.
81. The QDRO shall provide for the transfer to Mother of that portion of Father's retirement account necessary to equalize the parties' retirement assets after accounting for Mother's retirement account balance considered by the Court at the March 13, 2026 hearing.
82. The amount awarded to Mother pursuant to the QDRO shall be adjusted for all investment gains, losses, earnings, appreciation, depreciation, interest, dividends, and any other increases or decreases attributable to the awarded portion from March 13, 2026 through the date of distribution.
83. Upon completion of the transfer required by the QDRO, each party shall own his or her respective retirement accounts free and clear of any right, title, claim, or interest of the other party.
84. The parties shall cooperate in the preparation, review, execution, and submission of all documents necessary to prepare, obtain approval of, and implement the QDRO. If either

party fails or refuses to execute any document reasonably necessary to effectuate the transfer ordered herein, the other party may seek appropriate relief from the Court to enforce this provision.

XVIII. DEBTS

85. The parties are awarded responsibility for the following debts:

Joel's Student Loans	Joel
Liana's Student Loans	Liana

86. Except as otherwise specifically provided in this Decree, each party shall be solely responsible for any debt incurred in his or her individual name and shall indemnify and hold the other party harmless from any liability thereon.

87. If any debt incurred during the marriage is later discovered and was not disclosed or addressed in this Decree, such debt shall be the sole responsibility of the party who incurred the debt in his or her individual name.

88. Each party shall timely pay all debts for which he or she is responsible under this Decree, keep such obligations current, and indemnify and hold the other party harmless from any claim, liability, loss, damage, cost, or expense arising from the failure to do so.

89. Each party shall notify any creditor for whom that party is responsible under this Decree of the division of responsibility for the debt and shall provide the creditor with that party's current mailing address. Nothing in this Decree shall alter the contractual rights of any creditor.

90. Except for family expenses otherwise provided by law or specifically addressed in this Decree, neither party shall be personally liable for the separate debts or obligations incurred by the other party. Any debt incurred by either party after the parties' separation shall be the sole responsibility of the party incurring the debt, who shall indemnify and hold the other party harmless therefrom.

XIX. NAME CHANGE

91. Pursuant to Utah Code, if Mother elects to resume her former legal name of **Liana Roper**, this Decree shall constitute the legal order restoring her name, and she is authorized to use a certified copy of this Decree as evidence of the name change for all legal purposes.

XX. ATTORNEY FEES

92. Mother shall pay fifty percent (50%) of the reasonable fees incurred by Father's counsel for the preparation of the final divorce documents. Any such fees shall be limited to reasonable drafting services actually performed, charged at fair market value, and reasonably necessary to prepare the final divorce documents. Except as specifically provided herein or otherwise ordered by the Court, each party shall be responsible for his or her own attorney fees and litigation costs.

XXI. FURTHER ASSURANCES AND EXECUTION OF DOCUMENTS

93. Each party shall execute, acknowledge, and deliver any deed, title, assignment, transfer, authorization, escrow instruction, QDRO, or other document reasonably necessary to carry out the provisions of this Decree.
94. If either party fails or refuses to execute any document required by this Decree within sixty (60) days after written request, the other party may file an appropriate motion to enforce this Decree and seek relief pursuant to Rule 70 of the Utah Rules of Civil Procedure, including the appointment of another person to execute the document on behalf of the non-complying party. Any document executed pursuant to Rule 70 shall have the same force and effect as though executed by the non-complying party.
95. The Court shall retain jurisdiction to enter such additional orders as may be necessary to enforce, implement, or clarify the provisions of this Decree.

IT IS SO ORDERED.

DATED this 6th day of August, 2026.




DISTRICT COURT JUDGE **Denise M Porter**