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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

137 North Freedom Blvd, Provo, UT 84601

In the matter of the marriage of:

JOHN DAVID BROWN,

Petitioner,

and

BRENNA JEAN BROWN,

Respondent.

DECREE OF DIVORCE

Civil No. 264401219
Judge Petersen
Commissioner Snow

This matter comes before the court for final entry of the Decree of Divorce. The Stipulation of the parties was previously filed. The Court having reviewed the Stipulation and having previously entered its Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

GROUND AND JURISDICTION

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1. The bonds of matrimony and the marriage contract heretofore existing by and between the Petitioner and Respondent are hereby dissolved, and the Petitioner is hereby

awarded a Decree of Divorce from Respondent on the grounds of irreconcilable differences, said Decree to become absolute and final upon entry by the Court in the Register of Actions.

2. Residency. Petitioner (hereinafter “John” and “Father”) has been a resident of Utah County for at least three months prior to the filing of this action.

3. Marriage Statistics. John and Respondent (hereinafter “Brenna” and “Mother”) were married on January 24, 2014.

CUSTODY

4. Children. There have been 2 (two) children born as issue of this marriage:

1. Name	2. Month/Year of Birth
3. LATB	4. July 2015
5. ITB	6. June 2019

5. Child Custody Jurisdiction. Utah has jurisdiction to make the initial child custody determination pursuant to U.C.A. §78B-13-101, *et seq.* The children have resided in Utah for at least six consecutive months immediately before the commencement of this proceeding, and Utah is the home state of the children. A court of another state does not have jurisdiction over the children, and the children and at least one parent have a significant connection with Utah, and substantial evidence is available in Utah concerning the children’s care, protection, training, and personal relationships.

6. Custody/Parent Time. John and Brenna will share joint legal custody of the minor children, with John having physical custody of the minor children, subject to Brenna’s right to reasonable parent time. Brenna’s reasonable right of parent time will be defined by U. C. A. §81-9-302.

7. Holidays. The parents will follow U.C.A. §81-9-302 for the holiday schedule with John being designated as the custodial parent for purposes of following the holiday schedule only.

a. If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the children's attendance at school for that school day.

b. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are dismissed for the holiday and ending the evening before any child returns to school.

8. Order of Precedence:

a. Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time;

b. the holiday schedule for Mother's Day or Father's Day;

c. the holiday schedule for the child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the child away from that parent's residence during the uninterrupted extended parent-time;

d. the holiday schedule for any holiday that is not Mother's Day, Father's Day, or the child's birthday;

e. extended parent-time; and

f. the schedule for weekday or weekend parent-time.

9. A parent exercising parent-time for the child's birthday may bring other siblings along for the child's birthday.

Utah Holidays According to Utah Code 81-9-302

Holiday and Time	Years Brenna is granted holiday	Years John is granted holiday
President's Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break (1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes	Odd years	Even years
Memorial Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes	Even years	Odd years
Mother's Day (1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Brenna	Brenna
Father's Day (1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	John	John
Independence Day (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Labor Day (1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes	Odd years	Even years
Fall Break (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes	Odd years	Even years
Halloween (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or	Even years	Odd years

(b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Thanksgiving 1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes	Even years	Odd years
Winter Break (First half) (1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second half) (1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes	Even years	Odd years
Day of Child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day before or after child's birthday (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

10. Summer Parent Time.

a. Noncustodial Parent. At the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the children, which may be consecutive, when school is not in session for summer break. For the four weeks of extended parent-time for a noncustodial parent:

- i. two weeks, which may be consecutive, shall be uninterrupted parent-time for the noncustodial parent; and
- ii. two weeks, which may be consecutive, may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.

b. Custodial Parent. A custodial parent is entitled to uninterrupted parent-time with the children for two weeks, which may be consecutive, when school is not in session for summer break.

11. Notification of extended parent time Each parent shall provide notification to the other parent of the parent's plan for the exercise of extended parent-time for summer break as follows:

a. In odd-numbered years the noncustodial parent shall provide notice to the custodial parent by May 1 and the custodial parent shall provide notice to the noncustodial parent by May 15th;

b. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1st, and the noncustodial parent shall provide notice to the custodial parent by May 15th.

c. If a parent fails to provide a notification within the time periods described herein, the complying parent may determine the schedule for summer break for the noncomplying party. If both parents fail to provide notice within the time periods described herein, the first parent to provide notice may determine the schedule for summer break for the other parent.

PARENTING PLAN

12. Parenting Plan. The parties will adopt the Advisory Guidelines pursuant to Utah Code §81-9-202 as the binding Parenting Plan. In addition, the parties are bound by the following parenting plan which is filed in good faith:

a. The parents will equally share the transportation for parent-time. The parent who is the receiving parent will provide the transportation unless otherwise mutually agreed upon. A stepparent, grandparent, or other responsible adult designated by the noncustodial parent, may pick up the children for parent-time if the custodial parent is aware of the identity of the individual and the noncustodial parent will be with the children by 7 p.m.

b. The parent who has the children in his or her care may make minor day-to-day decisions regarding the children without having to consult with the other parent.

c. The parents are responsible for making joint decisions regarding their children's education, medical care, dental care, counseling, and other major parenting issues.

The parents will consult together regarding a major parenting issue. The parties will do their best to agree on a solution that meets the best interest of the children. If they reach an impasse, John will have the final say.

d. Educational Plan. In accordance with U.C.A. 81-9-203(11), the parents both have authority to make educational decisions for the child. John is designated as the residential parent for purposes of identifying the appropriate school for where the child will attend school. The child will attend school where they currently attend (and all feeder schools from the school where they currently attend) unless the parties mutually agree otherwise. The parties will consult together and strive to reach joint educational decisions. If the parties cannot agree after attempting mediation (or another stipulated ADR process) then John shall have tie-breaking decision-making authority regarding educational decisions.

e. Both parties will have access to the children's school and other records and will include the other party as the parent on such records. The parties will provide each other with the names and telephone numbers of teachers and others who work with the minor children at school, medically, or otherwise so that each party can initiate their own relationship with these professionals.

f. The parents will notify each other of any special events involving the child 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. For any event that is not posted

online, each party will notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the child are participating or being honored, and both parties are entitled to attend and participate fully.

g. The parties will notify the other parent of major injury or illness as soon as reasonably possible involving the children.

h. The parties will notify the other parent of any change of address, email address, cell phone number and telephone number within 24 hours of the change.

i. The parents will inform the other parent regarding logistical details of extended vacations including itinerary and contact information. The vacations may not conflict with the other parent's holiday parent-time.

j. The parties will together in a reasonable manner to accommodate each other and to provide the children consistency and stability.

k. Special consideration will be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

l. Communication. Each parent will permit and encourage, during reasonable hours, reasonable and uncensored communication with the children.

i. Virtual parent-time, if the equipment is reasonably available and the parents reside at least 100 miles apart, shall be at reasonable hours and for reasonable duration.

ii. If the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is

reasonably available, taking into consideration: the best interests of the children; each parent's ability to handle any additional expenses for virtual parent-time; and; any other factors the court considers material.

iii. Communication regarding the minor children will be directly between the parents and will not involve third parties.

iv. The parties will not put the children in the middle. The parties will not discuss with the children adult issues including any legal or financial related issues with the children.

v. The parties will not use the children to send messages to the other for parent time issues but will discuss such issues directly with one another and outside the presence and hearing of the children.

vi. Neither parent will question the minor children about the other parent's activities, personal relationships or how the other parent spends his/her time or money. Each parent will be supportive and respectful of the other parent in the presence of the minor children.

m. The parties will maintain safe and appropriate sleeping and living accommodations for the children.

n. The parties will not consume alcohol immediately before or during their parent-time with the minor children and will remove the minor children from any situation where alcohol is being consumed.

o. Neither party will have the children present with persons with whom they are romantically involved unless it is a committed relationship.

p. Any parental rights not specifically addressed by this Parenting Plan may be exercised by the parent having physical custody of the children the majority of the time.

q. SERVICEMEMBER(S): Neither parent is currently serving in the military. In the event that either does enlist in the future, the parenting plan shall be amended to contain provisions that address the foreseeable parenting and custodial issues likely to arise in the event of notification of deployment or other contingency, including long-term deployments, short-term deployments, death, incapacity, and noncombatant evacuation operation.

CHILD SUPPORT

13. Child Support. John is employed at Henry Schein One and has gross monthly income of \$14,000. Brenna is employed by Buffalo Wild Wings and works as a substitute teacher. Her gross monthly income is imputed at \$1,257. Brenna's child support obligation is \$138 per month. Brenna's child support obligation is effective May 1, 2026.

a. Reduction When Child Becomes 18. In accordance with U.C.A. §81-6-213, when a child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States or is emancipated, the base child support award is automatically adjusted to the base combined child support obligation for the remaining number of children due child support, shown in the table that was used to establish the most recent order, using the incomes of the parties as specified in that order or the worksheet, unless otherwise provided in the child support order.

b. Brenna is entitled to immediate and automatic withholding of income as a means of collecting child support, pursuant to §81-6-202.

c. Reduction for Extended Visitation. In accordance with statute, the base child support award will be reduced by 50% for each child for time periods during which the child is with the non-custodial parent by order of the court or by written agreement of the parties for at least 25 of any 30 consecutive days of extended visitation; or 25% for each child for time periods during which the child is with the non-custodial parent by order of the court or by written agreement of the parties for of at least 12 of any 30 consecutive days of extended parent time. Normal parent time and holiday visits to the custodial parent will not be considered extended parent time.

CHILD CARE, SCHOOL EXPENSES, EXTRACURRICULAR ACTIVITIES, and CLOTHING

14. Child Care Expenses. The parties are each responsible for their own childcare expenses.

15. School Fees. John shall be responsible for 100% of the minor children's school fees and school lunch expenses. This does not include private tuition. If Mother pays any of the minor children's school fees and/or school lunch expenses, she shall provide proof of payment to John within thirty (30) days, and reimbursement shall be made within the following thirty (30) days.

16. Extracurricular Activities. John shall pay 100% of the cost of extracurricular activities for the minor children, provided the parties have mutually agreed in writing to the activity prior to enrollment. If Mother enrolls the children in the agreed-upon activity, she shall provide proof of payment to John within thirty (30) days, and reimbursement shall be made

within the following thirty (30) days. If a parent unilaterally enrolls a child in an activity without prior written agreement, that parent shall bear the full cost and shall ensure the activity does not interfere with the other parent's parent-time.

17. Clothing. John will purchase all clothing for the minor children.

INSURANCE

18. Medical/Dental Expenses.¹ In accordance §81-6-208, the court requires insurance for the medical expenses of the minor child be provided by a parent. Either parent shall provide health care coverage for the medical expenses of their minor child as defined by §81-6-208. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child. Currently, John is providing insurance for the minor children through Select Health.

a. Under §81-6-208, 2each parent will equally share the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance; however, John will pay all the minor children's health insurance premium amount.

b. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child will 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. A parent may deduct the other parent's health insurance premium share from the child support obligation if they are the child support obligor and are paying the health insurance premiums as indicated herein.

c. John will pay all out-of-pocket expenses described in this subparagraph.

d. The parent ordered to maintain insurance will provide verification of coverage to the other parent upon initial enrollment of the dependent child, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

e. If Mother incurs medical and dental expenses on behalf of the children, she will provide written verification of the cost and payment of medical and dental expenses to John within 30 days of payment. John will remit payment within 30 days of receipt of the verification.

f. 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 John will be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Mother will be secondary coverage for the dependent child. 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 will be treated as if it is the plan of the remarried parent and will retain the same designation as the primary or secondary plan of the dependent child.

TAX CREDITS/ TAX FILING

19. Child Tax Credit. John is entitled to claim the parties' minor children as tax credits for income tax purposes. Brenna will execute any Internal Revenue Service forms necessary to allow John to claim the parties' minor children as tax credits for income tax purposes.

20. Tax Returns. John and Brenna will file separately for 2025 Federal and State taxes and each will receive or pay his or her own refund or liability. The parties anticipate receiving a refund for the 2022 and 2023 tax years, in which they filed jointly. Brenna has already received her portion of the refund and John is awarded any remaining refund.

ALIMONY

21. Alimony. Brenna is awarded alimony in the sum of \$138 per month from John, commencing on May 1, 2026 and continuing until the youngest child reaches the age of majority, or until the occurrence of any of the following events: the death of either party, Brenna's remarriage, or Brenna's cohabitation with another person, whichever occurs first. If this alimony amount is the same as the child support obligation, no money will be exchanged on a monthly basis.

PROPERTY

21. Personal Property. During the course of the marriage relationship, the parties have acquired certain personal property. The parties are each awarded the personal property *that is in his or her respective possession on the date of the Stipulation*, or except where further specified as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2016 Mazda CX5	Brenna
2010 Mazda 6	John
Dog (Rufus)	Brenna

a. The parties will cooperate to change title to vehicles, if necessary, within 30 days of the date of signing the Stipulation.

b. Brenna will take possession of Rufus within 7 days of the date of the Stipulation.

14. Bank/Financial Accounts. During the marriage the parties acquired various bank and financial accounts which are awarded as follows:

<i>Account Description:</i>	<i>Approx. Balance</i>	<i>Awarded to:</i>
Zions Bank joint checking account (x0717)	\$0	John
AFCU Mortgage/Visa/Transfer (x9443)	Balance	John

a. The parties will cooperate to sign any necessary documents to transfer accounts to the individuals awarded the account above (if applicable), by no later than 7 days from the signing of the Stipulation. Brenna will cooperate to remove her name from the America First Credit Union accounts within the 7 day time period referenced above.

22. Real Property. The parties acquired no real property during the course of this marriage. Prior to the marriage, John acquired real property located at 445 S 1500 E, Pleasant Grove, UT. John is awarded all right, title, and interest in and to said real property and will accept and assume exclusive responsibility for any and all debt or obligation out of ownership of said real property.

DEBTS

23. Debts. John and Brenna acquired debts during the marriage. Each will assume, and hold the other harmless from liability on, the following debts:

<i>Creditor</i>	<i>Approx. Balance</i>	<i>Obligation of:</i>
Credit cards (his)	Balance	John
Credit cards (hers)	Balance	Brenna
Medical debts for children	Balance	John

a. Neither party will incur any additional liability on joint credit cards or any joint accounts.

b. Other Debts. Each party will be responsible to pay any other debt he or she individually incurred. If any other joint debts are later discovered and not stated and

divided herein, the person incurring the debt will be solely responsible for the payment thereof and will hold the other party harmless therefrom.

c. Creditors. 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.

d. Notification to Creditors. The parties may notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

e. 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.

FINANCIAL ACCOUNTS

24. Retirement. John has retirement type accounts through his place of employment. John is awarded all of said retirement type plans.

MUTUAL RESTRAINT

25. John and Brenna are restrained from speaking to the children about the issues in this case, or from attempting to influence a child's preference regarding custody or parent time which would tend to diminish the love and affection of the child for the other parent.

26. Both parties are restrained from making visitation arrangements through the children or from using a minor child as a messenger.

27. Neither party is allowed to use the other's likeness, picture, name, identification, or credit for personal gain, such as obtaining credit, opening accounts, or acquiring services in order to prevent one party from exploiting the other's identity or financial standing post-divorce.

28. All contact and communication between the parties will be via email or text, except for medical emergencies; which may be and will be communicated via telephone immediately.

29. Both parties are restrained from coming to the home, workplace, or places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges are an express exception to this restraint.

MISCELLANEOUS PROVISIONS

30. Attorney's Fees and Costs. Each of the parties will assume and pay their own attorney fees and cost.

31. Former Name. Brenna will be restored to her former name of Brenna Jean Antunez. The Court will enter an Order of Name Change, if necessary.

33. Each of the parties hereto has contributed to the drafting of the Stipulation, and no provision will be construed against any party as being the draftsman thereof. The Stipulation will therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted. The Parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

34. The parties understand that their attorneys do not offer legal advice as to the tax implications herein and are aware that they have the right to seek advice from a tax expert as to the specific tax consequences to them prior to signing the Stipulation.

35. Both parties will 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.

36. Resolution. Except for exigent circumstances or enforcement, the parties will participate in mediation prior to initiating litigation in the court.

37. Arrearages. This order resolves all claims either party has against the other including but not limited to past alimony, child support, out-of-pocket medical expenses, out-of-pocket medical premiums, reimbursement for travel expenses and any other financial claims through the date of the signing of the Stipulation.

38. The above-referenced court has jurisdiction to make a final determination in this action. The court has authority to enter final documents and a Decree based on the Stipulation of the parties.

39. The Stipulation of the parties became effective when signed by all parties.

Order is signed when electronically stamped by the Court on the first page

APPROVED AS TO FORM:
With the permission of:

/s/Brenna Jean Brown* via email authorization on 05/21/2026
BRENNA JEAN BROWN, *Pro Se* Respondent Date

CERTIFICATE OF SERVICE

I hereby certify that I am a member of and/or employed by the law firm of Moody Brown Law, 2525 North Canyon Rd., Provo, Utah 84604, and that in said capacity and pursuant to Rule 5(b), Utah Rules of Civil Procedure, a true and correct copy of the foregoing Decree of Divorce was served upon the following on May 11, 2026:

Brenna Jean Brown
theaterbrain21@gmail.com

☐	e-Filing (UCJA Rule 4-503)
☐	U.S. Regular Mail
☐	Facsimile Transmission
☒	E-Mail

/s/ JM
