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*Attorney for Petitioner*

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

|                                       |                                                 |
|---------------------------------------|-------------------------------------------------|
| IN THE MATTER OF THE MARRIAGE OF:     | <b>DECREE OF DIVORCE</b>                        |
| BRITTANY ANNE KRUTSCH,<br>Petitioner  |                                                 |
| and                                   | Case No.: 254402190                             |
| STEVEN PATRICK KRUTSCH,<br>Respondent | Judge: Thomas Low<br>Commissioner: Dustin Hardy |

This matter comes before the court for entry of the Decree of Divorce. The Stipulation of the parties was previously filed. To avoid confusion, the parties will be referred to as “Brittany” and “Steven” with no disrespect intended. The court, having reviewed the Stipulation and having previously entered its Findings of Fact and Conclusions of Law, now states: IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Residency: Brittany was a bona fide resident of Utah County, State of Utah, for three (3) months immediately prior to the filing of this action.
2. Marriage: The parties married on October 20, 2021, in Utah County, State of Utah. The parties separated on or about December 2024.
3. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.
4. Child(ren): There is one (1) minor child of this marriage: A.J.K. (born December 2022).

5. Legal Custody & Parenting Plan: Both parties are awarded joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby.
6. Information Sharing: Both parties are entitled to direct access to all the child's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the child (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.). The parties will keep each other informed and give notice to the other parent of the activities and appointments of the child. 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 and participate fully.
7. Decisions: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties will have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education.
8. Dispute Resolution: When there are legal decision disagreements:
  - a. Professional Consultation: If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc.
  - b. Written Proposal: If the parties still disagree on the issue, then Brittany will make a written proposal in writing via email to Father and specify in the Subject line "Formal Legal Decision Proposal."
  - c. Mediation: If Steven desires to take the issue to mediation, Steven will give written notice to Brittany within 14 days of receipt of Brittany's proposal to Steven in writing of his objection and request mediation. The parties will then promptly submit the matter to mediation. If Steven does not send a

written request that he desires mediation within the 14 days, then Brittany may proceed with the proposed action.

d. Court Involvement: If, after mediation, the parties still disagree on the issue, then Steven may file a motion in court and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child. If Steven does not file a motion in court within 14 days from the mediation date, then Brittany may proceed with the proposed action.

9. Educational Plan: The party with the minor child in his/her care is responsible for ensuring the minor child's homework is complete and transporting the minor child to and from school on time (when applicable). The child will attend school based on Brittany's residence.

10. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change. The parties will also share the contact information of any other adults living in the home.

11. Communication between Parents: All communication between the parties will be primarily via text, email or an agreed-upon parenting app. All communication between the parties will be civil in nature and only pertaining to their minor child. Medical emergencies will be communicated immediately to the other parent by whatever means possible to reasonably alert the other to the situation as soon as possible.

12. Communication with Child: Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) will be at reasonable hours, for a reasonable duration, and will be uncensored, unmonitored, and unrecorded. If the child is not available when a parent calls, then the party with parent time will initiate or have the child initiate return contact as soon as possible the same day, but not later than 24 hours. Either parent may send the child with an electronic device during parent time. The child may initiate contact with either parent at any reasonable times and durations.

13. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time will notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the

child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

14. Physical Custody: The parties are awarded joint physical custody of the minor child.

Parent time will be as the parties may agree. If the parties are unable to agree, Steven is entitled to alternate weekends from Thursday at 7:00 pm to Sunday at 8:00 pm. When the child begins school (Kindergarten) in August 2028, alternate weekends will adjust to Friday at 7:00 pm to Sunday at 8:00 pm. Steven's first regular parent time weekend will be the weekend that includes July 30-31 and August 1-2, 2026.

15. Holiday Parent Time: Holidays will be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-302 summarized in the following table. If there are differences in the table below and the statutory holidays—as they are amended from time to time—then the statute applies.

| <b>Holiday</b>                 | <b>Holiday Time Period</b><br>Utah Code 81-9-302                                                                                                                                                                                                                                                             | <b>DAD</b> | <b>MOM</b> |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day. | Odd years  | Even years |
| President's Day                | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(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.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                              | Odd years  | Even years |

|                                       |                                                                                                                                                                                                                                                                                                                                                                          |                      |                      |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
| Memorial Day                          | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Memorial Day.                                                                               | Even<br>years        | Odd<br>years         |
| Mother's Day                          | (1) Holiday begins on Mother's Day at 9 a.m.<br>(2) Holiday ends on Mother's Day at 7 p.m.                                                                                                                                                                                                                                                                               | Mom<br>every<br>year | Mom<br>every<br>year |
| Father's Day                          | (1) Holiday begins on Father's Day at 9 a.m.<br>(2) Holiday ends on Father's Day at 7 p.m.                                                                                                                                                                                                                                                                               | Dad<br>every<br>year | Dad<br>every<br>year |
| Juneteenth<br>National<br>Freedom Day | (1) Holiday begins at:<br>(a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br>(b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br>(2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day. | Even<br>years        | Odd<br>years         |
| Independence<br>Day                   | (1) Holiday begins on July 3rd at 6 p.m.<br>(2) Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                                                                                                       | Odd<br>years         | Even<br>years        |
| Pioneer Day                           | (1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                                                                                                     | Even<br>years        | Odd<br>years         |
| Labor Day                             | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends at 7 p.m. on Labor Day.                                                                               | Odd<br>years         | Even<br>years        |
| Columbus Day                          | (1) Holiday begins at 6 p.m. on the day before Columbus Day.<br>(2) Holiday ends at 7 p.m. on Columbus Day.                                                                                                                                                                                                                                                              | Even<br>years        | Odd<br>years         |
| Fall Break                            | (1) Holiday begins at 6 p.m. on the day school is dismissed for fall break.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                                                                                              | Odd<br>years         | Even<br>years        |

|                                            |                                                                                                                                                                                                                                                                                                 |            |            |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| Halloween                                  | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school.<br>(2) Holiday ends at 9 p.m. on the same day the holiday begins.                      | Even years | Odd years  |
| Veterans Day                               | (1) Holiday begins at 6 p.m. on the day before Veterans Day.<br>(2) Holiday ends at 7 p.m. on Veterans Day.                                                                                                                                                                                     | Odd years  | Even years |
| Thanksgiving                               | (1) Holiday begins on Wednesday at:<br>(a) 6 p.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>(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:<br>(a) 6 p.m. on the day on that school dismisses for winter break; or<br>(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.<br>(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.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                                                   | Even years | Odd years  |
| Day of Minor Child's Birthday              | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                                                      | Even years | Odd years  |
| Day Before or After Minor Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                                                      | Odd years  | Even years |

16. Summer Parent Time: Both parties are entitled to extended parent time in the summer for up to 2 one-week blocks. The remainder of the summer will follow the regular schedule above and the holidays above.

- a. Priority in even-numbered years: Brittany will provide notice to Steven by May 1, and Steven will provide notice to Brittany by May 15; and

- b. Priority in odd-numbered years: Steven will provide notice to Brittany by May 1 and Brittany will provide notice to Steven by May 15.
  - c. Failure to Timely Comply: If a parent fails to provide a notification within the time periods described above, the complying parent may determine the schedule for summer break for the noncomplying parent.
  - d. First to Comply has Priority: If both parents fail to provide notice within the time periods described above, the first parent to provide notice may determine the schedule for summer break for the other parent.
17. Exchanges: The parties will share transportation for parent time exchanges as the parties may hereafter agree. If the parties are unable to agree, the “sending” parent will deliver the child to the residence of the “receiving” parent. The “receiving parent” is the parent who is beginning parent time, and the “sending parent” is the parent whose parent time is ending.
18. SoberLink: The temporary order regarding SoberLink will continue, but be phased out by July 31, 2026. If Steven receives any alcohol-related charges, then Steven will resume SoberLink testing immediately at Level 1, with twice daily testing during his parent time and at his expense. Brittany will receive the results of the tests directly from SoberLink as provided for in the temporary order. All SoberLink tests will be video viewed with facial recognition captured as the time of the test taken.
19. Moves: If a party intends to relocate the child more than 150 miles or more from the residence of the other parent, the relocating parent will provide 60 days advance written notice of the intended relocation to the other parent.
20. Mutual Restraining Orders re Child:
- a. Disparaging: Both parties are restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent in the presence of the minor child. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
  - b. Mutual Respect: The parties will be supportive and respectful of the other parent in the presence of the minor child.

- c. No Involvement in Legal Case: Both parties are restrained from discussing any legal or financial issues in this case with the child.
- d. Not Use Child as Messengers: The parties will not use the child to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will communicate such issues directly with one another.
- e. Undue Influence: Both parties are restrained from attempting to influence the child's preference regarding custody or parent time.
- f. Interrogation: Neither parent will question, interrogate or "pump," the minor child about the other parent's activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party will use corporal punishment as a form of discipline on the child.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.
- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the child.
- j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and have the affirmative duty to use his or her best efforts to prevent third parties from such violations or will remove the child from such circumstances.

21. Child Support: Brittany's income is imputed at \$8,090 per month. Steven's income is imputed at \$5,000 per month. Effective August 1, 2026, child support is awarded to Brittany from Steven in the amount of \$471 per month pursuant to the child support guidelines. Child support is due one-half by the 5th and one-half by the 20th of each month.

22. Child Support Arrearages: Steven agrees to a judgment of \$7,000 for all child support and medical and any other child-related claims prior to July 21, 2026. Steven will make \$100 per month payments on this past due amount in addition to the monthly amount in the previous paragraph.

a. Bar to Normal Collection Remedies: So long as he makes at least \$100 payments each month via Chime, then the judgment will not carry interest, and Brittany will not be entitled to seek other collection remedies available to her, including having ORS administer this \$100 monthly payment. If Steven does not pay at least \$100 per month towards this judgment amount, then Brittany will be entitled to interest and other remedies that may be available to her for collection purposes.

b. Taxes: Until Steven has paid off his judgment and is current on his child support obligations, Brittany may claim the child on her returns for the tax years that Steven would have been able to claim had he been current on his support amount and judgment. However, in a tax year that Brittany claims on Steven's year, the tax credit amount will be a credit towards Steven's \$7,000 judgment. In a tax year that Brittany claims on Steven's year, she will notify Steven (and ORS, if ORS is collecting child support) within 7 days of filing her return of the tax credit amount so that his past due amounts may be updated.

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

member providing the care and the associated costs. The parties will share the contact information of all childcare providers with the other parent and share the contact information of both parents with the childcare provider.

24. First Right: Each parent will have the first right to provide care for the child over any other third party if the parent responsible for the child is not available for a period of overnight or longer during their parent time. The parent exercising the first right must be personally available, willing to provide the transportation, and will return the child when the other becomes available. This provision is not intended to prevent the minor child from attending occasional overnight with a grandparent, camps, or other reasonable activities for the child when the parent exercising parent time is otherwise available.

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

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

27. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent may request that the provider create separate

accounts for each party to pay their respective half of the costs separately. *See* Utah Code 15-4-6.7.

28. Extracurricular Expenses: Each party will pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

29. School Expenses: Each party will pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor child incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense will submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and will be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

30. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days of July 21, 2026 and provide proof to the other party and to the court.

31. Taxes: The parties will file separate tax returns for the 2024 tax year, and thereafter.

a. Beginning for the 2024 tax year, Brittany will claim the minor child on her tax returns for the even-numbered tax years; and beginning for the 2025 tax year, Steven will claim the child on his returns for the odd-numbered tax years.

b. A party's right to claim any child on the tax returns for any particular tax year is subject to being current on all child support obligations by December 31st of the particular tax year (not including the child support arrearage judgment as of July 21, 2026). If a party cannot claim a child on his/her tax return for a particular

tax year, then the other party is automatically entitled to claim the child on his/her return for that year. See Utah Code 81-6-210.

32. Alimony: Neither party is awarded alimony, now and forever.
33. Real Property: The parties do not claim any interest in any real property.
34. Vehicles: Brittany is awarded any vehicle in her possession along with any associated debt, insurance, and expenses relating thereto. Steven is awarded any vehicle in his possession along with any associated debt, insurance, and expenses relating thereto. When Steven's vehicle is paid off, the parties will sign any documents necessary to transfer the title to him.
35. Personal Property: All other personal property not otherwise distributed herein is awarded to each of the parties as they have heretofore divided such and is now in his or her possession or control as of July 21, 2026.
36. Bank Accounts: There are no joint bank accounts. Each party is awarded any bank account(s) in his or her sole name as his or her separate property, free and clear of any claim of the other.
37. Debts: Brittany has filed a Chapter 7 bankruptcy and is waiting for discharge on certain debts. Any debts not discharged in the bankruptcy case will be paid for by the party in whose name the debt appears. Each party will hold the other harmless on the debts ordered to be paid by him or her.
38. Retirement Accounts: Steven does not have any retirement accounts. Brittany has a retirement account, which is awarded solely to her, free and clear of any claim of Steven.
39. Former Name: Brittany Anne Krutsch's name will henceforth be Brittany Anne Stefanoff, as her legal name.
40. Documentation Cooperation: Upon request, each party is ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.
41. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

42. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

**THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT  
ON TOP OF THE FIRST PAGE OF THIS DOCUMENT**

**CERTIFICATE OF SERVICE**

I hereby certify that on this 1<sup>st</sup> day of September 2026 a true and correct copy of the foregoing document was served as follows:

| <i><b>Person Served</b></i>                      | <i><b>Method of Service</b></i> |
|--------------------------------------------------|---------------------------------|
| Steven Patrick Krutsch<br>krutschsteve@gmail.com | Email                           |
| Janet Munoz<br>ORS State of Utah                 | Email                           |

/s/ Eric P. Paulson