



Bonnie Morriss #61021
Morriss Legal Services
P.O. Box 13274
Ogden, UT 84412
(801) 603-5090
morrisslegalservices@gmail.com

Licensed Paralegal Practitioner for Petitioner, Briahnna Perkins

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

In the Matter of the Marriage of	DECREE OF DIVORCE
BRIAHNNA PERKINS, Petitioner,	Case No. 264402194
and	Judge: Kraig Powell
DAVIN PERKINS, Respondent.	Commissioner: Dustin Hardy

This divorce action is before the Court on Briahnna's Petition for Divorce. The Court

having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully
advised, adjudges and decrees as follows:

- 1. DIVORCE:** The parties shall be granted a divorce based upon the grounds of irreconcilable differences.
- 2. JURISDICTION:** Briahnna is a residence of Utah County and has resided in Utah County for at least three months immediately before filing this case.
- 3. MARRIAGE:** Briahnna and Davin were married on August 16, 2007, in Salt Lake City, Utah. The parties separated on October 6, 2025.
- 4. GROUND AND DIVORCE:** Briahnna shall be granted a divorce from Davin on the grounds of irreconcilable differences because the parties have been unable to resolve their marital problems, making continuation of their marriage impossible.

5. CHILDREN: There have been three children born as a result of this marriage, to wit:

E.P. (“Elias”) Born 9/14/2010

A.P. (“Adilyn”) Born 7/5/2012

M.P. (“McKenna”) Born 11/21/2013

6. JURISDICTION OVER CUSTODY AND PARENT TIME ISSUES: Utah has jurisdiction over the custody and parent-time issues in this case because: Utah is the home state of the parties’ minor children under Utah Code 81-11-101, or This case meets the criteria under Utah Code 81-11-201 and 81-11-208.

7. OTHER COURT PROCEEDINGS: Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 78B-13-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 78B-14-101 et seq.): There are no custody, child support, or parent-time cases about the minor children in any court or government agency. This includes filed, pending, and completed cases.

8. CUSTODY: It is in the children’s best interest that both parties be awarded joint legal custody of the minor children.

9. The parties shall share split custody of the minor children. Briahnna shall have primary physical custody of Elias and McKenna. Davin shall have primary physical custody of Adilyn. Both parties shall have parent time with all three children as the parties can agree. If the parties are unable to agree upon a parent time schedule, both parties shall have every other weekend with all three children and once a week, to include all three children, pursuant to Utah Code Section 81-9-302, as attached as Exhibit “A.”

10. Upon Davin obtaining a residence that provides appropriate sleeping accommodations for all three minor children, including an individual bed for each child, Davin shall provide written notice to Briahnna. Unless Briahnna objects in writing within fourteen (14) days, stating with reasonable specificity why the residence does not satisfy the requirements of this paragraph, the parties shall commence the joint physical custody schedule described below. If an objection is made, the parties shall first participate in mediation before seeking court intervention.

11. Upon commencement of the joint physical custody schedule, the parties shall share joint physical custody of Elias and McKenna. Davin shall continue to have primary physical custody of Adilyn unless otherwise agreed or ordered by the Court.

12. The parties shall then exercise overnight parent time with Elias and McKenna on a rotating schedule as follows:

	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>	<u>Sa</u>	<u>Su</u>
Week 1	B	B	D	D	B	B	B
Week 2	B	B	D	D	D	D	D

B = Briahnna

D = Davin

13. Briahnna shall have parent time with Adilyn as the parties may agree. If the parties cannot agree, Briahnna shall at minimum have parent time pursuant to Utah Code Section 81-9-302, as attached as Exhibit "A." This shall include one weekday at the election of Briahnna and every other weekend from Friday through Monday morning.

14. Each parent shall be responsible for school drop-off and pick-up on their designated parent time days. If school is not in session, exchanges shall occur at 9:00 a.m. or at another mutually

agreed upon time. The parent beginning their parent time shall provide transportation unless otherwise agreed.

15. The parties shall share holidays with the minor children as they can agree.

16. If the parties are unable to reach agreement regarding the division of holidays, the schedule outlined in Utah Code § 81-9-302 shall apply, attached herewith as Exhibit “A.”

17. Both parties shall have two weeks of uninterrupted parent time during the summer months. Both parties shall provide their dates for summer by May 1st of each year. If dates conflict with each other, Briahnna shall have the first pick of dates in even years and Davin shall have the first pick of dates in odd years.

18. For the purposes of the holiday schedule only, Davin shall be designated as the “noncustodial parent.”

19. PARENTING PLAN:

a. Decision-making:

i. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

ii. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

b. Education plan: The school the children will attend shall be based on their current

schools and feeder schools. Should the parties elect to change the children's school based upon other factors, they should have the ability to agree upon a change of school if both parties agree. Both parties have the authority to check the children out of school. Both parties shall have the authority to have access to the children during school.

c. Communication with each other: The parties agree to maintain civil, respectful, and child-centered communication at all times. Each parent shall keep the other informed of significant events, vertical matters, educational issues, and family activities.

Communication shall take place via text messaging, email, google calendar, and phone calls.

d. Communication with the child: The children may communicate freely with either parent by phone or electronic means during reasonable hours. The parents agree they will give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent. Both parties shall have equal access to the children's cellular devices.

e. Records and information sharing: Both parents will have access to records and the ability to consult with providers regarding education and health care.

f. Extracurricular activities: Both parties shall equally share the cost of extracurricular activities approved by both parties in writing, including email or text message. A parent requesting approval shall provide reasonable notice. If the other parent does not respond within seven (7) days, the request shall be deemed denied and the requesting parent may enroll the child at that parent's sole expense unless otherwise agreed.

- g.** Education and Schooling Costs: Both parties shall pay half of any schooling fees, school lunch, and/or registration costs on behalf of the minor children. Reimbursements for any costs paid shall be submitted to the other party and paid within 14 days upon receiving record of payment.
- h.** Travel by the child: During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, or with others. If the child will be travelling for more than one day, the parent arranging travel will notify the other parent at least thirty days in advance. That parent will give the other parent the travel schedule, locations, and phone numbers at least thirty days in advance. In case of emergency, the parent will provide as much notice as possible.
- i.** For out-of-state or international travel, the traveling parent shall provide an itinerary, flight details, and lodging information for emergency use only.
- j.** Military service by a parent: Neither parent is a servicemember.
- k.** Relocation of a parent: The parties shall abide by the Utah Code 81-9-209 if either party relocates more than 150 miles away from the other party. The moving party shall notify the other party in writing 60 in advance of the move. Utah Code 81-9-209 is attached herewith as Exhibit “B.”
- l.** Mutual Restraining Orders: Both parties shall be mutually enjoined and restrained from discussing these proceedings and/or arguing while in the sight or hearing distance of the minor children.
- m.** Both parties are mutually enjoined and restrained from exposing the minor children to discussions regarding custody, the court documents and/or questions about

their desires regarding custody, including bringing the minor children into the middle of these discussions.

n. Both parties shall be mutually restrained from discussing the case in the presence of the parties' children or allowing third parties to discuss the case in the presence of the parties' children.

o. Both parties shall be restrained from making negative, disparaging, or derogatory comments about the other Party to or in the presence of the parties' children and shall use their best efforts to restrain third parties from making any such comments in the presence of the parties' children. This "non-negative, non-disparaging, non-derogatory" provision includes all communication between the parties or to third parties, whether by text message, email, direct phone calls, voice messages, live video or face-to face communication.

p. Changing the plan: This plan remains in effect until changed. A change must be agreed to by both parents. Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

q. Resolving disputes: The parties shall first attempt to resolve disputes through good-faith discussion. Major decisions include educational placement, special education services, counseling, non-emergency medical treatment, religious upbringing, and significant extracurricular activities. Routine day-to-day decisions shall be made by the parent exercising parent time. If the parties cannot agree regarding a major decision, they shall consult with an appropriate professional when applicable. If agreement still cannot be reached, Briahna shall retain presumptive final decision-making authority regarding

Elias and McKenna, and Davin shall retain presumptive final decision-making authority regarding Adilyn. Either party may request mediation before filing any motion with the Court except in emergencies.

20. CHILD SUPPORT: Briahnna has a gross monthly income of \$3,727. Davin has a gross monthly income of \$13,878.

21. Child support shall be based upon the split custody worksheet with Briahnna having primary physical custody of Elias and McKenna and Davin having primary physical custody of Adilyn. Davin shall pay Briahnna child support in the amount of \$1,210 per month. Child support began May 1, 2026.

22. Upon commencement of the joint physical custody schedule described in paragraphs 15 through 17 above, child support shall automatically be recalculated pursuant to the Utah Child Support Guidelines using the parties' actual incomes and actual parent-time schedule then in effect.

23. Child support shall continue until each child reaches the age of 18 years of age or graduates' high school, whichever is later. Once a child turns 18, child support will be automatically adjusted and recalculated using the parties' actual incomes and parent time schedule.

24. ALIMONY: Briahnna shall receive \$2,750 per month in alimony from Davin. The parties acknowledge and agree that alimony payments in the amount of \$2,750 per month shall commence August 1, 2026, and shall continue as follows:

25. Davin's alimony obligation will end:

on April 30, 2035;

if Briahnna remarries;

if Briahnna dies; or

if Briahnna cohabits. Cohabitation must be proven in Court before Davin stops paying alimony.

26. DEPENDENT CHILD FOR TAX PURPOSES: For the tax year of 2026, and every tax year going forward, Briahnna shall be awarded the tax deduction for Elias. Davin shall be awarded the tax deduction for Adilyn. The parties shall alternate claiming McKenna with Briahnna claiming two children in even numbered tax years and Davin claiming two children in odd numbered tax years.

27. When there are only two children remaining to claim for tax purposes, each party shall claim one child every year.

28. When there is only one child remaining to claim for tax purposes, the parties shall alternate the tax deduction with Briahnna claiming the child in even numbered years and Davin claiming the child in odd numbered years.

29. A parent must be current on financial obligations for the children to be eligible to claim a child in any given tax year.

30. CHILD HEALTH CARE: The parties must provide health care coverage for the medical expenses of the dependent child. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101.

31. The minor children are currently covered through Davin's medical insurance. Both parties shall pay half of the children's premiums. Briahnna may maintain secondary insurance coverage if available. If both parties carry health insurance, each party shall pay their own premiums without

contributing to each other's premiums.

32. Should insurance no longer be available through Davin's employment at some point, the parties shall work together to decide on the most affordable and greatest coverage for the minor children.

33. Both parties shall pay half of all uninsured and unreimbursed medical, dental, or orthodontia expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

34. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days. Documentation may be provided by email, text message, invoice receipt, or other reasonable written proof of payment.

35. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

36. If either party incurs a late fee or missed appointment fee on behalf of the minor children, that party should be solely responsible for those fees.

37. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

38. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

39. CHILD CARE EXPENSES: Both parties shall pay half of all reasonable work, career, or occupational training-related childcare expenses.

40. BUSINESSES: Briahnna owns a company by the name of Cosmo's apartment, LLC. This property shall be awarded to Davin as his own separate property without any claim by Briahnna.

41. VEHICLES: Briahnna shall be awarded the 2014 Toyota Sienna. Davin shall be awarded the 2007 Toyota Corolla. The 2000 Chevrolet Silverado shall be sold and the proceeds split between the parties.

42. PERSONAL PROPERTY: Each party shall be granted his or her personal effects and personal items of property. The parties' remaining personal property has already been divided to the parties' satisfaction.

43. FINANCIAL ACCOUNTS: The parties shall be awarded their own financial accounts as the parties agree.

44. The children have college savings/certificates. These accounts shall remain in Briahnna's name and maintained for the benefit of the children. Withdrawals shall be made only for educational expenses or other expenditures directly benefiting the child for whom the account was established unless otherwise agreed in writing by both parties. Both parties shall contribute \$50 per month towards college savings until each child turns 18 years old.

45. RETIREMENT: Davin has a 401k account with an approximately value of \$229,696.25 through Gusto. The account shall be divided equally between the parties.

46. Briahnna is entitled to receive half of the martial portion of Davin's 401k account as of the date the Decree of Divorce is signed. The parties shall retain an attorney to draft a QDRO and share the cost equally.

47. REAL PROPERTY: The parties acquired a four-plex during the marriage located at 66 North 200 West, Spanish Fork, Utah 84660. Davin shall be awarded this property as his sole and separate property, subject to Briahnna's equitable interest as provided in this Stipulation. Davin shall remove Briahnna from the existing mortgage by refinance or lender-approved loan assumption, if

assumption is available, on or before May 1, 2027. Until Briahnna has been released from liability on the loan, Davin shall provide Briahnna with monthly proof that the mortgage remains current.

48. The parties acquired a parcel of real property during the marriage located at 863 South 700 East, Spanish Fork, Utah 84660, known as the marital residence. Briahnna shall be awarded this property as her sole and separate property, subject to Davin's equitable interest as provided in this Stipulation. Briahnna shall remove Davin from any mortgage loan and Home Equity Line of Credit encumbering the property by refinance or lender-approved loan assumption, if assumption is available. The parties acknowledge that Briahnna's ability to qualify for financing may depend upon Davin first being released from liability on the loan secured by the four-plex awarded to him. Accordingly, Briahnna shall remove Davin from the mortgage and Home Equity Line of Credit within nine (9) months after Davin has been released from liability on the four-plex loan through refinance or lender-approved loan assumption. Until Davin has been released from liability on the loan, Briahnna shall provide Davin with monthly proof that the mortgage remains current.

49. The parties acknowledge that the existing Home Equity Line of Credit ("HELOC") secured by the marital residence was used for both improvements to the four-plex awarded to Davin and expenses associated with the marital residence awarded to Briahnna. The parties agree that Davin shall be solely responsible for the portion of the remaining HELOC balance attributable to the improvements made to the four-plex, and Briahnna shall be solely responsible for the portion of the remaining HELOC balance attributable to the marital residence and her personal use. The parties acknowledge that, as of the execution of this Stipulation, those portions are approximately \$45,000 attributable to the four-plex and approximately \$10,000 attributable to the marital residence and personal use, subject to reduction through each party's respective payments. Each party shall continue making payments toward their

respective portion until the HELOC is paid in full. Upon satisfaction of the HELOC and completion of the property equalization obligations set forth herein, each party's equitable interest in the other's property shall be fully satisfied. The parties shall execute any Quitclaim Deeds or other documents reasonably necessary to remove each other from the properties and related loans.

50. DEBTS: The parties have a joint credit card. Each party shall pay half of the debt each month until the card is paid in full.

51. If the parties have acquired separate debts during the marriage, both parties shall be required to pay any and all debts incurred in their own names.

52. PUBLIC ASSISTANCE STATEMENT – OFFICE OF RECOVERY SERVICES (ORS):
Neither party is receiving public assistance.

53. LEGAL FEES: Each party shall be responsible for their own attorney's fees and costs associated with this action.

54. MAIDEN NAME: Briahnna shall have the option of restoring her maiden name to Ericson, should she choose to do so.

55. MEDIATION: Except in emergencies, or where immediate Court intervention is necessary, the parties shall participate in at least one session of mediation prior to filing any motions or modifications related to custody, parent time, motions to enforce, or reimbursement disputes.

56. DUTY TO SIGN DOCUMENTS: The parties will sign all documents necessary to comply with the Decree of Divorce within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the Court to appoint someone to sign the document.

57. Briahnna and Davin ask that they be granted a Decree of Divorce pursuant to the terms of this stipulation, and for such other relief as the court deems equitable and just.

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7, the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

//

Electronic Signature shall appear at the top of the first page of this document.

Approved as to form:

/s/ Davin Perkins _____

DAVIN PERKINS

Respondent

Electronically signed with permission on 8/22/26

CERTIFICATE OF SERVICE

I hereby certify that I did cause to be delivered by efilng and emailing a true and correct copy, and therefore served a true and correct copy of the foregoing, ***Decree of Divorce*** this 21st day of August, 2026, to the following:

Davin Perkins

Email: davin.perkins@gmail.com

/s/ Bonnie Morriss
Licensed Paralegal Practitioner

Exhibit A – Utah Code 81-9-302

81-9-302 Minimum schedule for parent-time for a minor child five to 18 years old.

(1)The parent-time schedule in this section applies when establishing a parent-time schedule for a minor child who is five to 18 years old.

(2)If the parties do not agree to a parent-time schedule for a minor child who is five to 18 years old, the following schedule is considered the minimum parent-time to which the noncustodial parent is entitled to the minor child:

(a)

(i)one weekday evening to be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 5:30 p.m. and ending at 8:30 p.m.; or

(ii)at the election of the noncustodial parent, one weekday to be specified by the noncustodial parent or the court:

(A)beginning at the time that the minor child's school is regularly dismissed and ending at 8:30 p.m.; or

(B)if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 8 a.m. and ending at 8:30 p.m.;

(b)

(i)beginning on the first weekend after entry of the decree, alternating weekends beginning at 5:30 p.m. on Friday and ending on Sunday at 8:30 p.m.; or

(ii)at the election of the noncustodial parent and beginning on the first weekend after the entry of the decree, alternating weekends:

(A)beginning at the time that the minor child's school is regularly dismissed on Friday and ending on Sunday at 8:30 p.m.; or

(B)if school is not in session, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 8 a.m. and ending on Sunday at 8:30 p.m.;

(c)each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (12); and

(d)extended parent-time with the minor child when school is not in session for summer break in accordance with Subsection (3).

(3)

(a)For extended parent-time with the minor child described in Subsection (2)(d) and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.

(b)For the four weeks of extended parent-time for a noncustodial parent under Subsection (3)(a):

(i)two weeks shall be uninterrupted parent-time for the noncustodial parent; and

(ii)two weeks 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.

(c)A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last

day.

(d) Extended parent-time described in this Subsection (3) shall be consecutive, except that the four weeks of extended parent-time for the noncustodial parent may be divided into two separate 14-day periods that are not consecutive.

(4)

(a) Each parent shall provide notification to the other parent of the parent's plans for the exercise of extended parent-time for summer break under Subsection (3).

(b) For the notification requirement described in Subsection (4)(a):

(i) in odd-numbered years:

(A) the noncustodial parent shall provide notice to the custodial parent by May 1; and

(B) the custodial parent shall provide notice to the noncustodial parent by May 15; and

(ii) in even-numbered years:

(A) the custodial parent shall provide notice to the noncustodial parent by May 1; and

(B) the noncustodial parent shall provide notice to the custodial parent by May 15.

(c)

(i) If a parent fails to provide a notification within the time periods described in Subsection (4)(b), the complying parent may determine the schedule for summer break for the noncomplying parent.

(ii) If both parents fail to provide notice within the time periods described in Subsection (4)(b), the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.

(d) If a custodial parent intends to interrupt a noncustodial parent's parent-time under Subsection (3)(b)(ii), the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.

(5)

(a) An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.

(b) An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.

(6)

(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:

(i) the holiday schedule for Mother's Day or Father's Day under Subsection (12);

(ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (3) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;

(iii) the holiday schedule for any holiday under Subsection (12) that is not Father's Day, Mother's Day, or the minor child's birthday;

(iv) extended parent-time under Subsection (3); and

(v) the schedule for weekday or weekend parent-time.

(b) A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.

(7) A stepparent, grandparent, or other responsible adult designated by a parent, may pick up the minor child for

parent-time if the other parent is aware of the identity of the individual and the parent will be with the minor child by 7 p.m.

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

(9) If there is more than one minor child and the minor 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 minor children may remain together for the holiday period beginning the first evening that all minor children's schools are dismissed for the holiday and ending the evening before any minor child returns to school.

(10)

(a) Telephone contact shall be at reasonable hours and for a reasonable duration.

(b)

(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:

(A) the best interests of the minor child;

(B) each parent's ability to handle any additional expenses for virtual parent-time; and

(C) any other factors the court considers material.

(c) Virtual parent-time supplements, but does not replace, in-person parent-time.

(11) If there is a minor child five to 18 years old and a minor child under five years old and both minor children are the children of the parties, the parents and the court should consider an upward deviation for parent-time with all the minor children so that parent-time is uniform based on a schedule under this section.

(12) The following table is the holiday schedule for parent-time under this section.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at:(a) 9 a.m. if school is not in session and the parent can be with the minor child;	Odd years	Even years

	(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 Dr. Martin Luther King Jr. Day.		
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 minor 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 minor 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 Memorial Day.	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.	All years if noncustodial parent is the mother or other parent granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7	All years if noncustodial parent is the	All years if custodial parent is the father or

	p.m.	father or other parent granted the holiday in the order.	other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (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 (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
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
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd 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 (b) at 4 p.m. if there is no school. (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. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
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. on the day on that school dismisses for winter break; 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 Minor 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 Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

Exhibit B – 81-9-209

81-9-209. Notice of relocation -- Effect of relocation on parent-time schedule.

- (1) As used in this section, "relocation" means moving 150 miles or more from the residence of the other parent.
- (2) 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.
- (3) The written notice of relocation under Subsection (2) shall contain statements affirming :
 - (a) the parent-time provisions in Subsection (9) or a 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.

- (4) 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 Section [81-8-302](#) or [81-8-304](#); and
 - (b) make appropriate orders regarding the parent-time schedule and costs for parent-time transportation.
- (5) 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.
- (6) 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.
- (7)
- (a) 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.
 - (b) In making a determination under Subsection (7)(a), 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.
- (8) If a parent relocates because of an act of domestic violence or family violence by the other parent, the court shall make specific findings and orders with regard to the application of this section.
- (9) Unless otherwise ordered by the court, upon the relocation of one of the parties, the following schedule is the minimum parent-time the noncustodial parent is entitled to a minor child who is five to 18 years old:
- (a) in years ending in an odd number, the minor child shall spend the following holidays with the noncustodial parent:
 - (i) Thanksgiving holiday beginning Wednesday until Sunday; and
 - (ii) Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

- (b) in years ending in an even number, the minor child shall spend the following holidays with the noncustodial parent:
 - (i) the entire winter school break period; and
 - (ii) the Fall school break beginning the last day of school before the holiday until the day before school resumes;
 - (c) extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks; and
 - (d) one weekend per month, at the option and expense of the noncustodial parent.
- (10) For extended parent-time under Subsection (9)(c), the minor child should be returned to the custodial home no later than seven days before school begins, except that this week is counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period.
- (11)
- (a) The court may also set a parent-time schedule for a minor child who is younger than five years old.
 - (b) The schedule shall take into consideration the following:
 - (i) the age of the minor child;
 - (ii) the developmental needs of the minor child;
 - (iii) the distance between the parents' homes;
 - (iv) the travel arrangements and cost;
 - (v) the level of attachment between the minor child and the noncustodial parent; and
 - (vi) any other factors relevant to the best interest of the minor child.
- (12) The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.
- (a)
 - (i) If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent shall receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend.
 - (ii) If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent is entitled to the next to the last weekend of the month.

- (b) If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend shall be considered the noncustodial parent's monthly weekend entitlement for that month.
 - (c) If a minor child is out of school for teacher development days or snow days after the minor child begins the school year, or other days not included in the list of holidays in Subsection (9) and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days shall be included in the weekend parent-time.
- (13) The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.
- (14) In the event finances and distance preclude the exercise of minimum parent-time for the noncustodial parent during the school year, the court should consider awarding more time for the noncustodial parent during the summer time if it is in the best interests of the the minor child.
- (15)
- (a) Upon the motion of any party, the court may order uninterrupted parent-time with the noncustodial parent for a minimum of 30 days during extended parent-time, unless the court finds it is not in the best interest of the minor child.
 - (b) If the court orders uninterrupted parent-time during a period not covered by this section, the court shall specify in its order which parent is responsible for the minor child's travel expenses.
- (16)
- (a) Unless otherwise ordered by the court the relocating party shall be responsible for all the minor child's travel expenses relating to Subsections (9)(a) and (b) and 1/2 of the minor child's travel expenses relating to Subsection (9)(c), provided the noncustodial parent is current on all support obligations.
 - (b) If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent is responsible for all of the minor child's travel expenses under Subsection (9), unless the court rules otherwise.
 - (c) A responsible party shall make a reimbursement to the other for the minor child's travel expenses within 30 days of receipt of documents detailing those expenses.
- (17) The court may apply this provision to any preexisting decree of divorce.
- (18) Any action under this section may be set for an expedited hearing.

(19) A parent who fails to comply with the notice of relocation in Subsection (2) is in contempt of the court's order.