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

In the Matter of the Marriage of:

BRITTNEE LYNN FOOTE,

and

TYLER JAMES FOOTE.

DECREE OF DIVORCE

Civil No. 264402587
Judge Kasey L. Wright
Commissioner Marian Ito

Pursuant to the *Stipulated Petition for Divorce* a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable

differences, the same to become final upon entry by the court clerk.

Children

2. There have been four (4) children born as issue of this marriage: K.C.F., born

March 2009; G.R.F., born March 2013; W.E.F., born March 2016; and F.A.F., born June 2021.

Legal Custody

3. The parties shall be awarded joint legal custody of the minor children pursuant to the proposed Parenting Plan, contained herein.

Physical Custody

4. The parties shall be awarded joint physical custody of their minor children with the parties exercising parent time as the parties agree, or in accordance with the proposed Parenting Plan, contained herein.

Child Support

5. Brittnee is employed at Orion 180 Insurance, earns \$21.64 per hour, works 40 hours per week, and therefore grosses \$3,750.93 per month.

6. Tyler is employed at Excel Cabinets, earns an annual salary of approximately \$111,600.00 and therefore grosses \$9,300.00 per month.

7. Pursuant to UTAH CODE ANN. §81-6-202 et seq., Tyler shall pay child support to commence August 1, 2026.

8. According to the parties' incomes and the Uniform Child Support Guidelines,

using a joint custody worksheet, with Brittnee having 183 overnights and Tyler having 182 overnights, Tyler shall be ordered to pay \$515.00 per month for the support of the parties' minor children.

9. Tyler's support of the minor children shall continue until said children become 18 years of age or have graduated from high school during the children's normal and expected year of graduation, whichever occurs later.

10. Commencing on the date set forth herein, one-half of the monthly child support obligation shall be paid on the fifth (5th) day of each calendar month, and the remaining one-half shall be paid on the twentieth (20th) day of each calendar month. All child support payments shall be made directly to Brittnee by depositing the funds into Brittnee's bank account.

11. Brittnee shall be entitled to immediate and automatic income withholding relief pursuant to UTAH CODE ANN. §62A-11. This income withholding procedure shall apply to existing and future payors, and all withheld income shall be submitted to the Office of Recovery Services.

12. Unless and until such time that the Office of Recovery Services commences income withholding, Tyler shall make child support payments directly to Brittnee via direct deposit.

13. The income used for the purpose of adjusting child support shall be the income

of the parties at the time of the entry of the original order.

14. When a child becomes 18 years of age or has graduated from high school during

the child's normal and expected year of graduation, whichever occurs later, the base child support award shall be automatically adjusted to reflect the base combined child support obligation pursuant to the uniform child support guidelines for the remaining number of children due child support, unless otherwise provided in the order. The income used for the purpose of adjusting child support shall be the income of the parties at the time of the entry of the original order.

Health Care Coverage and Medical Costs

15. Pursuant to UTAH CODE ANN. §81-6-208, if health care coverage for the benefit of

the minor children is available to either party at a reasonable cost, that party shall be required to maintain said health care coverage.

16. If health care coverage for the benefit of the minor children is available to both

parties at a reasonable cost, the parties shall be free to choose available plan on which to enroll the minor children.

17. If the parties cannot agree, both parties shall be required to provide health care

coverage for the children. If both parties provide health care coverage, Brittnee shall designate which account shall be identified as primary.

18. Both parties shall equally share the out-of-pocket costs of the health care coverage actually paid by a parent for the children's portion of health care coverage. The children's portion of the health care coverage shall be calculated by dividing the health care coverage amount by the number of persons covered under the policy and multiplying the result by the number of minor children of the parties in this case.

19. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical and dental expenses, including deductibles and co-payments, incurred for the minor children, and actually paid by the parties.

20. The parent ordered to maintain health care coverage shall provide verification of health care coverage to the other parent or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

21. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

22. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this section.

23. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Childcare Expenses

24. Pursuant to UTAH CODE ANN. §81-6-209, both parties shall equally share the reasonable work-related or career or occupational training related childcare expenses.

25. Both parties shall begin paying his or her share of care expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

26. The parent who incurs care expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of care within 30 calendar days of the date of the change.

27. A parent incurring childcare expenses may be denied the right to receive credit for

the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

28. The parent to whom written verification is provided shall reimburse the parent

who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Life Insurance

29. Tyler shall purchase and maintain an insurance policy on his own life in a face

amount that is sufficient to provide for a monthly income equal to Tyler's alimony and child support obligations stated herein, and said policy shall remain in full force and effect until Tyler's support obligations are paid in full. Until said obligations are paid in full, Tyler shall irrevocably designate Brittnee as beneficiary on said life insurance policy. In the event of Tyler's death, Brittnee shall receive an amount equal to Tyler's remaining support obligation at that time, with any remaining benefit to be distributed as Tyler designates.

Debts and Obligations

30. Both parties shall assume and pay and hold the other harmless from liability on

all debts and obligations incurred by the parties after their date of separation, February 15, 2026, unless otherwise allocated herein.

31. All other marital debts and obligations shall be the responsibility of Tyler.
Tyler

shall assume and pay, and hold Brittnee harmless from liability on all debts and obligations incurred by the parties during their marriage.

32. The parties shall notify respective creditors or obligees regarding the
division of

debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days.

Provisions Relating to Financial Assets

33. During the course of the marriage the parties acquired financial assets,
including,

but not limited to, joint and separate checking, savings, and investment accounts. The financial assets shall be divided equally as of the date of separation.

Personal Property

34. During the course of the marriage, the parties acquired certain items of
personal

property. The parties shall be awarded said property as it has been previously divided.

35. Tyler shall be awarded as his sole and separate property all personal
effects

currently in his possession, custody, or control; all household furnishings, furniture, and personal property currently in his possession, custody, or control; all real and personal property acquired

by him prior to the marriage or after the parties' separation; and his Xbox gaming console, free and clear of any claim by Brittnee.

36. Brittnee shall be awarded as her sole and separate property all personal effects

currently in her possession, custody, or control; all household furniture, furnishings, appliances, and other household goods currently in her possession, custody, or control; all real and personal property acquired by her prior to the marriage or after the parties' separation; and all clothing, toys, furniture, keepsakes, school supplies, and other personal belongings belonging to the minor children, free and clear of any claim by Tyler.

37. Brittnee shall be awarded the 2019 Dodge Durango, subject to any and all financial obligation associated therewith, and free from any claim of interest by Tyler.

38. Tyler shall be awarded the 2011 Jeep Grand Cherokee, subject to any and all

financial obligation associated therewith, and free from any claim of interest by Brittnee.

39. All remaining personal property shall be awarded to each of the parties as it has

been heretofore divided.

40. The parties shall assume any debts and obligations related to any property he or

she is awarded and shall indemnify and hold the other harmless from the same.

41. All property and all property rights which may be vested in either party as a result

of family inheritance, trusts, or similar sources shall be awarded to the party from whose family it came.

Real Property

42. During the course of the marriage, the parties acquired certain real property

located at 1762 W. Valcrest Drive, Saratoga Springs, Utah 84045.

43. Brittnee shall be awarded the home and real property as her sole and exclusive

property. Brittnee shall have the exclusive right to possess, occupy, maintain, and control the residence.

44. The parties agree that Tyler shall remain obligated on the existing mortgage and

any other HELOC or other obligations solely to allow Brittnee to retain the residence without refinancing, thereby promoting stability and continuity for the minor children. Brittnee shall be solely responsible for all mortgage payments, property taxes, homeowners' insurance, utilities, maintenance, repairs, and all other expenses associated with the residence from the date of entry of the Decree of Divorce. Brittnee shall indemnify and hold Tyler harmless from any liability arising from the residence or the mortgage obligation.

45. If Brittnee remarries, she shall have six months to remove Tyler from any remaining obligations on the home. If she does not remove Tyler within six months of remarriage the home will be sold with Brittnee getting any equity from the sale..

46. Tyler's continued obligation on the mortgage shall not create or preserve any ownership, possessory, or equitable interest in the residence, all of which are expressly waived. Tyler shall not borrow against or take any other action as it relates to the equity in the home.

Business Interests and Related Assets

47. The parties have acquired no known interest in any businesses during the course of the marriage.

Alimony

48. Tyler will pay Brittnee alimony such that support paid to Brittnee for alimony and child support totals \$2,100.00 per month, beginning August 1, 2026 and ending July 31, 2039, the month F.A.F. turns 18. Alimony will be adjusted with any change in child support due to changes in the parties income, or upon a child turning 18 or graduating high school so that the total monthly support amount remains \$2,100.00 per month. Alimony will terminate upon Brittnee's remarriage, statutory cohabitation, or either party's death, at which time Tyler will pay child support pursuant to UTAH CODE ANN. §81-6-202 et seq.

Retirement Accounts, Pensions, and Related Assets

49. The parties acknowledge that Tyler maintains a 401(k) retirement account and an Individual Retirement Account ("IRA") through his employer. The parties agree that the marital portion of each account, accrued from the date of the marriage through the date of entry of the

Decree of Divorce, shall be divided equally, with each party receiving fifty percent (50%) of the marital portion. The division shall be effectuated through one or more Qualified Domestic Relations Orders ("QDROs"), or such other orders or documents as may be required by the applicable plan administrator. The parties shall equally share the costs and fees associated with the preparation and implementation of the QDRO(s) and any other documents necessary to effectuate the division of these retirement assets.

Personal Conduct

50. Both parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

51. The parties will be entitled to claim the parties' minor children's child tax credits for the purposes of filing federal and state income tax returns on alternate years with Britnee claiming said children in even years and Tyler in odd years. The parties will execute any necessary tax forms to enable the other party to claim said child tax credits.

52. Alternating exemption for tax purposes, with each parent claiming two (2) children on taxes until the oldest child graduates, at which point the parties will alternate with Britnee claiming two (2) exemptions and Tyler claiming one (1) exemption, changed annually until the next child graduates then one (1) each until the next child graduates, then alternate for the youngest child. Each shall claim head of household status if possible.

Attorney's Fees

53. Each party shall assume his/her own attorney's fees and costs incurred in prosecuting this action.

Other

54. Brittnee shall be restored the use of her former name, "Brittnee Johnson" if and when she so desires.

55. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

56. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

57. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

PARENTING PLAN

The parties respectfully submits this proposed Parenting Plan in accordance with UTAH CODE ANN. §81-9-203. The terms and conditions of the parties' legal custody and physical custody of the parties' shared children are set forth herein. The parties affirmatively allege that they present this Parenting Plan with the genuine belief that it is in the children's best interest. In this Parenting Plan Brittnee is referred to as "Mom" and Tyler is referred to as "Dad".

58. **Joint Legal Custody/Dispute Resolution Process:** The parties shall exercise

joint legal custody. Significant decisions involving legal matters, health, education, and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. If the parties are unable to reach agreement, Mom shall make the final decision.

59. Day-to-Day Decision Making: The parent with whom the children are then

located shall make day-to-day decisions involving the children. The parent who is with the children at that time shall make emergency decisions affecting the health or safety of the children.

60. Physical Custody and Parent Time: The parties shall exercise joint physical

custody of the minor children. Mom's home shall be designated as the primary residence of the children. Dad's parent time shall be as agreed upon by the parties or in accordance with UTAH CODE ANN. §81-9-305. Any changes to the parent time must be agreed upon by the parties in writing.

61. Holidays: The parties shall exercise holiday parent time as they agree or pursuant to UTAH CODE ANN. §81-9-302.

Holiday	Holiday Time Period	Years Dad is Granted Holiday	Years Mom 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 child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent	Odd years	Even years

	granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	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: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial	Even years	Odd years

	Day if there is no school.		
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 designated in the order.	All years if custodial parent is the mother or other parent designated 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 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated 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 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	Odd years	Even years

	granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
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: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	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: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	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.	Even years	Odd years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Odd years	Even 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

62. Summer/Extended Parent Time: The parties' regular parent time shall continue during the summer, with the exception that either parent may request extended parent time for a period of up to two (2) weeks during the summer for vacation. Notice of vacation dates shall be provided to the other parent no later than May 1 of each year. If a parent does not provide notice of vacation dates by May 1, that parent may lose their ability to exercise those vacation dates if the other parent has set plans on the dates identified for vacation after May 1. In the event of conflict in selected dates and both parents have provided their notice of dates by May 1, Mom shall have first choice in odd numbered years and Dad shall have first choice in even numbered years.

63. Precedence of Parent Time: The following order of precedence shall be applied

when determining which parent is entitled to parent-time:

- a. the holiday schedule for Mother's Day or Father's Day;
- b. the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;
- c. the holiday schedule for any holiday that is not Father's Day, Mother's Day, or the minor child's birthday;
- d. summer/extended parent-time; and
- e. the schedule for weekday or weekend parent-time.

64. Transportation of Children: The party beginning his or her parent time shall

be responsible for transporting the children. Exchanges shall occur by pick-up or drop-off at school, and curbside when school is not in session.

65. The parties shall cooperate and be flexible in the pick-up and delivery and be

mindful of the importance of promptness. Should either Mom or Dad not be available to transport the children, either party may designate an appropriate person known to the children and the other party to provide said transportation.

66. Right of First Refusal: Each party may arrange for surrogate care of the children

while the children are in their custody, unless the parent will be gone overnight, in which case the other parent shall be given the first right of refusal as soon as is reasonably possible to provide care for the children. The parent shall ensure the other parent has contact information for anyone providing care for the children.

67. Out-of-State Travel/Vacation: If either party desires to take the minor children

outside the State of Utah, he or she shall inform the other party 30 days in advance if possible and provide the other party with the travel itinerary and make arrangements for maintaining reasonable contact with the other party during the trip. The parties shall cooperate in obtaining a passport and signing documentation for the minor children if it is required for travel.

68. Education Plan: Mom's home shall be designated as the primary residence of

the children for purposes of identifying the appropriate school. Mom shall have authority to make education decisions for the children if the parents cannot agree. Both parents shall have access to the children during school and Mom/Dad/both parents have/has authority to check the children out of school.

69. Education Expenses: In addition to any child support obligation, both parties

shall be equally responsible for any and all of the children's educational related expenses. Said expenses include, but are not limited to, enrollment fees, school clothing, school supplies, any tutoring related expenses, field trip expenses, school lunches, and any school related activities.

70. Car Insurance: When the children are able to legally drive the Dad shall be

responsible for obtaining car insurance for the minor children and both parties shall be responsible for any and all fees associated.

71. Cell Phones: When the parties decide that the children are at an appropriate age

to possess a cell phone, the Mom shall place the children on a family plan and both parties shall be responsible for their cell phone bill.

72. Communication/Exchange of Information: The children shall not be requested

to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the children regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions that the other parent may not have access to. Information relating to the children shall be provided to the other parent as soon as it is practical.

73. Changing Needs of the Children: The parties acknowledge that as the children

get older, the children's needs may change. Those needs shall be addressed as they occur. To the extent that the parties cannot reach an agreement on their own to address those changes, the parties shall submit to mediation as set out in this Parenting Plan. Without intending to be inclusive, the kinds of changes or circumstances that might arise in the future for further discussion could include the following:

- a. Religious training and affiliations;
- b. Travel out-of-state alone or with other parents;
- c. International travel and passports;
- d. Obtaining driver's license, insurance and driving or owning a car;
- e. Military service;
- f. Underage marriage; and
- g. Alcohol, drug abuse, or other criminal violations of the parties or the minor children.

74. Difference in Parenting Styles: It is probable that differences in parenting styles

have and will occur. To that extent, the parties shall focus their attention on conversations regarding the children rather than each other and encourage the children to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the children so long as it is not detrimental.

75. Consistency in Raising the Children: There will undoubtedly be inconsistencies in the way each party creates ground rules and imposes discipline on the children. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes, which shall include bedtime, homework, types of movies and video games, frequency of TV, and computer time. Should the children complain about a particular parent's rules for the children, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the

children in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had with the other parent without going through the children.

76. Extended Family Relationships: The parties shall encourage the children to

maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the children to attend special events for the other family and permit the children to spend time with extended family which may otherwise interfere with the time-sharing arrangement earlier anticipated. The children's grandparents and other extended family may arrange time to take the children, and both parties shall be flexible, even though it may conflict with parent time.

77. Maintaining Contact When Children Are With the Other Parent:

Regardless

which parent the children are with at any given time, each parent shall make an effort to have the children contact the other parent as frequently as is reasonably requested or as desired by the children.

78. Relocation: If either party intends to relocate, the relocating parent shall give

the other 60 days' notice along with his or her new contact information. If the custodial parent is relocating, the non-custodial parent's parent time shall automatically revert to that outlined in UTAH CODE ANN. §81-9-209 with the parties sharing the transportation cost equally.

79. Extracurricular Activities and Sports: The parties shall equally share the cost

of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties. The parties shall attempt to allow participation in activities in which the children express a desire to participate.

80. Disparaging Remarks: Each of the parties shall refrain from communicating

with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the children from doing so as well.

81. Religious Affiliation: The parties shall support and respect the other's religious

preferences and shall encourage the children's participation in religious activities with both parents. However, both parents shall be free to choose an appropriate religion to participate in with the children or shall be free to refrain from attending religious services during their parent time with the children.

82. Restraints Regarding Firearms: The parties shall ensure that the children are

not allowed access to firearms without appropriate supervision. The parties shall ensure that all firearms in the parties' residences are secured in a safe and not accessible to any child.

83. Special Considerations:

- a. The parents shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which a child

is participating or being honored, and both parents shall be entitled to attend and participate fully.

b. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

c. Both parents shall be listed as “emergency contacts” for medical emergencies with any school, daycare, or any other such providers.

d. Both parents shall be allowed to access the children at school and shall be able to check the children out of school for any appropriate reason.

e. Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

f. Surrogate care provided by family members (stepparents, relatives) shall be presumed to be better care for the children than outside care, and the parties shall cooperate in using family members to provide care when possible.

g. The parties shall use their best efforts to communicate and share information with each other on a frequent basis regarding the children, in order to keep one another apprised of what is happening in the children’s lives.

h. The parties shall discuss with one another any situations with a child in which significant discipline was used. The parties shall not use any form of corporal punishment. Further, they shall consult with one another if they

experience problems with discipline and try to create consistency with house rules and discipline techniques used. They shall consult with a mental health professional or counselor together if they are unable to resolve behavioral issues involving a child.

i. Neither parent shall make major changes in the children's physical appearance without first working out an agreement with the other parent to do so. This shall extend to cosmetic surgery, ear piercing, tattoos, etc.

j. The parties shall notify one another of any illness that the children have while in their home for parent time. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental, or mental health professionals.

k. Neither party shall enroll the children in services such as counseling without first notifying the other parent of the need for such a service and involving the other parent in choosing the professional who shall see the children. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

l. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of

relatives in order to make sure the other parent knows about the medical emergency.

m. Both parties shall refrain from involving the children in “divorce issues.” Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another’s homes (other than general conversation); and involving the children as “messengers” between the parties.

84. Resolving Disputes: When disputes occur, the parties shall attempt to resolve

those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. If they are unable to agree, they shall submit the dispute to mediation and share the costs of the mediation equally.

85. Violation of Parenting Plan:

a. If either parent fails to comply with a provision of this Parenting Plan, the other parent’s obligations under the Parenting Plan or final Decree of Divorce shall not be affected.

b. If either party violates any terms of the Parenting Plan, once approved by the Court, and shall court action become necessary, the violating party shall pay attorney’s fees necessary to enforce this plan.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM:

/s/ Tyler James Foote

Tyler James Foote

Date: September 10, 2026

Electronically signed with permission

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Brittnee's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of September 2026, I caused to be served a true and correct copy of the foregoing **DECREE OF DIVORCE** via electronic mail to:

Tyler James Foote

tylerfoote@rocketmail.com

Respondent, Pro Se

/s/ Sara Sloniger

Sara Sloniger

Paralegal for David J. Hatch