The Order of the Court is stated below:
Dated: October 14, 2026 05:47:07 PM **/s/** RYAN P.C. STACK
District Court Judge

Kelly O White #16223
Sandberg, Stettler, & White
1330 Flint Meadow Drive
Kaysville, UT 84037
Telephone: (385) 424-0808
Kelly@ssw.law

Attorney for Lindsie Marie Johnson

IN THE FOURTH JUDICIAL DISTRICT COURT

UTAH COUNTY, STATE OF UTAH

IN RE THE MARRIAGE OF: **LINDSIE MARIE JOHNSON,** **Petitioner,** **vs.** **TRENT PETERSON JOHNSON,** **Respondent.**	**DECREE OF DIVORCE** **Case No.: 264402343** **Commissioner: DUSTIN HARDY** **Judge: RYAN STACK**

LINDSIE MARIE JOHNSON by and through her counsel of record, Kelly O White, hereby submits the following Decree of Divorce, based on evidence provided in support thereof by affidavit as set forth in Utah Code Ann. §81-4-406(1).

The Court, having accepted the party's stipulation and agreement resolving all issues, having a hearing on October 6, 2026 to review the income and Social Security Benefits of the parties, being fully advised in the premises, and having heretofore made and entered its Findings of Fact and Conclusions of Law, does hereby ORDER, ADJUDGE, and DECREE as follows:

GROUNDS

1. The parties are presently married and are obtaining a divorce. Irreconcilable differences have arisen between them, which differences have made the continuation of their marriage impossible.

VENUE

2. Petitioner, Lindsie Marie Johnson, is a bona fide and actual resident of Utah County, State of Utah, and has been for more than three (3) months immediately prior to the commencement of this action.

MARRIAGE STATISTICS

3. The parties were legally married on or about Friday November 16, 2001 in Salt Lake County, Utah and are now husband and wife.

REAL PROPERTY

4. During the course of the marriage, the Parties did acquire real property located at 1936 E 400 S, Springville, Utah 84663.

5. The real property shall be awarded to Petitioner, free and clear of any claim by Respondent and subject to any indebtedness thereon.

PERSONAL PROPERTY

6. During the course of the marriage, the Parties have acquired certain items of household goods, furnishings, fixtures, appliances and other items of personal property which have been divided between them in a mutually satisfactory manner with each being

awarded as their sole and separate property any all item that they currently possess.

MOTOR VEHICLES

7. The Expedition shall be awarded to the Petitioner.

8. The 2004 F350 Ford Super Duty shall be awarded to Respondent.

9. The Jeep shall be awarded to the Petitioner.

DEBTS AND OBLIGATIONS

10. That during the course of the marriage, the Parties incurred various debts and obligations.

11. Each party shall be awarded any and all debt in their respective names.

12. Any and all debts not disclosed or divided herein should be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.

13. That pursuant to Utah Code Ann. §30-3-5, 1953 as amended, the Parties should be ordered to notify each of their creditors and such notice should inform each creditor which party is primarily liable for the debt with that creditor following the entry of a Decree of Divorce in this matter and each party should be required to give the creditor the name and address of both parties.

14. The payment of the debts as set forth above should be non-dischargeable in bankruptcy, solely as the indemnification of the other party.

RETIREMENT ACCOUNTS

15. The Parties shall be awarded the retirement accounts in his or her own name, if any.

BANK ACCOUNTS

16. Each Party shall be awarded the bank accounts in his or her own name, if any. Both parties will cooperate to remove one another from the appropriate accounts.

ALIMONY

17. No alimony shall be awarded to either party.

TAXES

18. Petitioner shall be entitled to claim the minor children as a dependent for each year for tax purposes.

TRANSFER OF PROPERTY/NOTICE TO CREDITORS

19. Each Party should immediately deliver all property awarded to the other Party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms, and/or any other instrument necessary to carry out the Court's orders and the provisions as outlined in a Decree of Divorce.

20. Each Party should immediately notify their respective creditors of the terms of the Decree of Divorce, the Party obligated to each specific debt, and make other such reasonable arrangements to implement the terns if the Decree of Divorce.

21. Unless otherwise agreed the foregoing should be completed within 60 days of the

entry of the Decree of Divorce.

MINOR CHILDREN

22. There have been two (2) minor children born as issue of this marriage, to wit: B.J., born 05/09/2011; and W.J., born 12/11/2013. No other children are expected.

23. Petitioner states upon information and belief that there are no proceedings for custody of the above-named minor children filed or pending in the Juvenile Court.

(a) Utah is the home State of said minor children pursuant to Utah Code Ann. §78B-14-205 in that:

(b) Utah is the home State of minor children at the time of commencement of this proceeding.

(c) The children and the children's parents have significant connection with the State of Utah other than mere physical presence.

(d) Neither party has been a party, witness, or participated in any other capacity in any other litigation concerning the custody of the subject minor children in this State or any other State.

(e) Neither party has information of any custody proceeding concerning the subject minor children pending in this court or any other State.

(f) Neither party knows of any person, not a party to these proceedings, who has physical custody of the subject minor children and who claims to have custody or parent time rights with respect to said children.

LEGAL CUSTODY

24. Petitioner shall be awarded sole legal custody of the Parties' minor children.

PHYSICAL CUSTODY

25. Petitioner shall be awarded sole physical custody of the Parties' minor children subject to reasonable parent time of the Respondent as agreed upon by both parties and pursuant to the parenting plan filed herewith.

PARENT TIME

26. Parent-time shall be as the Parties agree. In the event that they cannot agree, the parties shall abide by the schedule in accordance with Utah Code Ann. §81-9-209 when the minor children attains the ages of five (5) years old until eighteen (18) years old.

27. Respondent shall be responsible for all of the minor child's travel expenses related to exercising Respondent's parent time.

28. Respondent shall not have parent time until he has taken the mandatory divorce orientation and provides the Court a certificate of completion in accordance with Utah Code Ann. §81-4-105.

PARENT PLAN

29. The objectives of this Parenting Plan are the following:

(a) to provide for the child's physical care.

(b) to provide for the child's emotional stability.

(c) to provide for the child's changing needs as he grows and matures so as to minimize future parenting plan modifications.

(d) to set forth the authority and responsibilities of each parent with respect to the child.

(e) to minimize the child's exposure to harmful parental conflict and to help

minimize any conflict between the parents.

(f) to provide for and foster appropriate, civil, and continuing communication and cooperation between the parents and guidelines regarding their communication and resolution of any conflicts.

(g) to encourage the parents to meet the needs of their child and their responsibilities as a parent through agreements and cooperation instead of relying on judicial intervention.

(h) to protect the best interests of the child/ren.

2. The Parties understand the objectives of this Parenting Plan and believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children, and that their focus is the needs and interests of the children.
3. The Parties realize that both of them are important to the children, that the children need their active support, and the parents agree to respect each other's role as parent and their decisions with regards to the children.
4. The Parties agree that to have a successful parenting relationship they will need to be flexible with the other parent as to changes in parent-time and adapting the parent-time as the growth and maturity of the children dictates a change to that time.
5. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information, and open, honest, and frequent communication between them.
6. The parents understand that communication between them should be civil and regarding

the health, welfare, education, and all other interests of the children. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict should be avoided.

7. In order to facilitate open and frequent communication about their children, the Parties will use and administer a Google Calendar, or other similar calendar, to schedule all events for their children including, but not limited to, weekly and holiday parent-time, school events and programs, extracurricular activities, sporting events, doctor/dentist/health appointments, and the like.
8. The parents understand that consistency between the households is important regarding the children's schooling, discipline, extracurricular activities, and the like.
9. The Parties will have the children ready and available for all visits or exchanges with the other parent. The children should be sent with sufficient clean clothing appropriate for ordinary activities and, if informed in advance, with special or additional clothing appropriate for any special activities. However, neither parent should be obligated to purchase new clothing solely to comply with this provision, and if the children are sent with special or additional clothing, that clothing should be returned to the parent who provided it.
10. The parent with the children during their parent-time will ensure that the children arrive to school on time, are picked up on time, and that they complete any and all homework. The parents will discuss the children's homework and school activities so that they are both aware of assignments, projects, and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences. If necessary, they can schedule

separate parent-teacher conferences.

11. While the children are with a parent, that parent will provide them with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the child. That parent will also ensure that the parent will not engage in nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence or disrespect for law and order.
12. For the purposes of the children's school district, the Petitioner's home address will be the primary residence.
13. The children will be allowed reasonable telephone contact, at reasonable hours, with each parent when he spends time with the other. The parents will encourage and help the children to stay in touch with the other parent by phone, letter, webcam, etc. If either parent leaves town with the children, they will continue to allow for the other parent to have reasonable telephone contact with the children.
14. Any telephone calls, virtual parent-time or other similar communication between the children and a parent will be unmonitored, unsupervised and/or recorded.

SHARING OF INFORMATION

43. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, schoolwork, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

44. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children.

45. The parents will each need to involve themselves with the children's school, church, activities etc., to obtain information from those sources instead of strictly relying on the other parent to provide them with notice.

46. The parents will notify the other parent of significant illnesses the children may have when they are at their individual homes.

47. The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.

48. The parents agree to immediately advise the other parent of any changes in address, telephone number, or other information pertinent to their communication and the communication they have with the children.

49. The parents agree not to place the children in the middle of their communications or conflicts that may arise, if any. They will not probe or question the children regarding the other parent, send messages to the other parent through the children, disparage or degrade the other parent in the presence of the children or allow third Parties to do so.

MAJOR DECISIONS AND DISPUTE RESOLUTION

50. All major decisions concerning the children, including health, education, religion, day care, and general welfare shall be determined by the Petitioner.

51. If either child suffers an emergency medical condition the parent who has the children at the time has the authority to make any decisions regarding emergency medical care. The

parents will also immediately notify the other parent of the emergency or as soon after the emergency as possible.

52. This Plan should be made an Order of the Court and should be in effect until modified through petition and an establishment of a substantial change in circumstances.

53. Any changes to the Plan should be made in writing, dated, and signed by both parents. Until such Order from the Court, or written change is made, this Plan and its terms shall remain enforceable and shall govern any dispute.

CHILD SUPPORT

54. Child support shall be calculated using the sole physical custody formula with Petitioner as the sole custodial parent.

55. In accordance with Utah Code Ann. §81-6-202(6) and Utah Code Ann. §81-6-203(8), Petitioner shall be awarded the Supplemental Security Income on behalf of the minor children in lieu of Respondent's child support obligations and as a result of the Respondent's inability to earn income.

56. The Court finds under Utah Code Ann. §81-6-202(6)(c) that based on the Social Security Administration Benefit Verification Letter (See Docket # 32), the Respondent currently lacks the ability to earn.

57. The Court finds Utah Code Ann. §81-6-202(6)(f) that based on the Social Security Administration Benefit Verification Letter (See Docket # 32), that the minor children have a financial need.

58. Commencing August 1, 2026, Petitioner is awarded base monthly child support from Respondent in the amount $30, which is the presumptive child support. The child support

amount is determined using a sole custody child support worksheet utilizing Petitioner's actual income and Respondent's child support income of zero as his only income is derived from Social Security Disability benefits. Presently, the children's monthly disability benefits of $662 each exceed Respondent's child support obligation. Respondent's disability benefits shall be credited against his child support obligation pursuant Utah Code Ann. §81-6-203(8) . Unless the Court orders otherwise, support for the child terminates at the time the minor child reaches the age of 18 or graduates with their normal and expected graduation date, whichever occurs later, the child dies, the child marries, the child becomes a member of the United States Armed Forces, or is otherwise emancipated.

HEALTH, DENTAL, MEDICAL, INSURANCE, AND DAYCARE COSTS

59. Each Party should be responsible to equally share the health, medical, and dental expense/insurance on behalf of the minor children as well as reasonable and necessary out-of-pocket expenses incurred for the children, as per Utah Code Ann. §81-6-208.

60. Pursuant to Utah Code Ann. §81-6-209, each parent should notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty 30 calendar days of the date of the change.

61. Petitioner should maintain medical, hospital, and dental care for the minor children if it is available at reasonable cost. If at any time the minor children are double covered, Petitioner's insurance will be primary and the Respondent's insurance will be secondary. If the minor children are double covered, each party should be responsible for his or her own insurance coverage premiums.

62. Any order of child support should allow for the Office of Recovery Services to collect

and offset, if necessary, a parent's one-half obligation for the children's insurance premium. In cases in which the parent does not have insurance, but another member of the parent's household provides insurance coverage for the children, the parent may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

63. The Parties should equally share any school related costs. If both Parties agree that a child participates in extra-curricular activities, the Parties should agree to equally share any associated costs.

MUTAL RESTRAINING ORDERS

64. Both Parties are mutually restrained and prohibited from discussing this case, the divorce proceedings and adult issues with their children or within their presence.

65. Both Parties are mutually restrained and prohibited from using the children as go-betweens to pass messages, arrange parental exchanges, or otherwise attempt to influence or manipulate them regarding custody and parent time.

66. Both Parties are mutually restrained and prohibited from allowing the children to participate in activities, including, but not limited to, games, listening to music, or viewing videos or other forms of media, that are not age appropriate.

67. Both Parties are mutually restrained and prohibited from the use of demeaning, defamatory, disparaging, offensive or otherwise derogatory comments about the other parent in the presence of the children or allow third parties to utter said comments in their presence,

68. Both Parties are mutually restrained and prohibited from the excessive use of alcohol (to intoxication), the use of illegal drugs or narcotics without a valid prescription or allow third parties to do so in the presence of the minor children.

69. Both Parties are mutually restrained and prohibited from interfering with the other Parties' parenting time, including but not limited to following the other party while the minor children are in their care.

70. Both Parties are mutually restrained and prohibited from removing the children from the State of Utah without the express written permission of the other Party or the Court. The Parties agree that permission to travel will not be unreasonably withheld.

ATTORNEY FEES

71. That each Party should be required to pay their own respective attorneys' fees and costs in litigating this matter. Should Trent Peterson Johnson dispute this matter, Lindsie Marie Johnson should be awarded her attorney fees and costs.

MISCELLANEOUS PROVISIONS

72. Lindsie Marie Johnson should be entitled to return to her maiden name of Brooks, should she so desire.

****ELECTRONICALLY ENTERED AND EXECUTED BY THE COURT AS INDICATED AT THE TOP OF THE PAGE****

Approved as to form:

DATED October 7, 2026

/s/ Trent Johnson
TRENT PETERSON JOHNSON
Signed by Kelly O White with permission

of TRENT PETERSON JOHNSON via Docusign