The Order of the Court is stated below:
Dated: October 21, 2026 09:37:43 AM **/s/** CHRISTINE JOHNSON District Court Judge

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

In the Matter of the Marriage of: TABITHA NEWBREAST Petitioner, and TONY NEWBREAST Respondent.	**DECREE OF DIVORCE** CIVIL NO. 264402617 JUDGE: JOHNSON, CHRISTINE COMMISSIONER: HARDY, DUSTIN

Petitioner having filed a Petition for Divorce against the Respondent; and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having previously entered its written Findings of Fact and Conclusions of Law**; NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:**

JURISDICTION AND VENUE

1. The parties were actual and bona fide residents of Utah County, State of Utah for the 90 days preceding the filing of this action. *See* Utah Code §81-4-402(1)(a).

2. Utah is the home state of the minor children on the date of the commencement of the

proceeding or was the home state of the children within six months before the commencement of the proceeding and the children are absent from this state but a parent or person acting as a parent continues to live in this state. A Court of another state does not have jurisdiction of the children or has declined jurisdiction. Substantial evidence is available in this state concerning the children's care, protection, training, and personal relationships. The children and the children's parents have a significant connection with the State of Utah other than mere physical presence. *See* Utah Code Ann. §81-11-201.

3. There are no other parties that are entitled to notice under the law of this state regarding child custody. *See* Utah Code Ann. §81-11-205.

4. Tabitha and Tony are husband and wife, having been married on July 26, 2002.

DIVORCE

5. The parties are granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.

CUSTODY AND PARENT-TIME

6. Children. These orders pertain to the following remaining minor children born to the parties: T.N. born July of 2011 and T.N. born September of 2009.

7. Physical custody. Tabitha is awarded sole physical custody, care, and control of the children.

8. Legal custody. Tabitha is awarded sole legal custody as outlined in the Parenting Plan section herein.

9. Parent-time. Tony is awarded parent time as the parties agree pursuant to the following restrictions:

a. The children are not allowed to have overnights or live with Tony.

b. The children are not allowed to be alone with Tony.

c. Tony is only allowed to have time with the children in a private setting and supervised in person by Tabitha.

d. All parent-time for Tony is arranged by Tabitha and approved by Tabitha.

10. Transportation. Transportation shall be arranged by Tabitha.

11. Relocation. A party moving more than 150 miles from the children's current primary residence shall comply with Utah's Relocation Statute.

PARENTING PLAN

The following parenting plan shall govern the parties:

12. Restraining Orders:

i. The parties shall not bother, harass, annoy or threaten each other.

ii. The parties shall never use the children as a confidante or counselor on adult issues.

iii. Any modifications of the parties' orders or parenting plan shall be written and signed by both parties.

iv. The parties shall prevent anybody from disparaging the other parent or other individual significantly bonded to the child. The parties shall control their own extended family and make sure that their conduct and behaviors are consistent with these terms.

i. Tony shall not come within or live within 500 ft. of Tabitha's mother's residence or Tabitha's mother. Upon Tabitha's mother's death, the restriction on going to her home is stricken.

2. Communication / Information:

i. Communications between the parties shall be peaceful, civil, and non-abusive.

ii. Communication with the children shall not disparage, harm or alienate the other party.

iii. Communication with the children shall positively reinforce the good qualities of the other co-parent.

3. Sanctions

i. If the court finds either parties' actions to be dishonest, deceptive or frivolous, or in violation of the Court's Orders they shall be subject to sanctions and other corrective measures by the Court.

ii. The parties shall routinely review every provision of this parenting plan.

iii. Neither party shall claim ignorance of these provisions.

4. Medical and Dental Decisions

i. Tony shall be removed from all medical privileges related to the children's doctors, pharmacists, etc. Tony shall not directly request or receive any information from any medical provider for the children.

ii. Any medical information Tony receives shall be from Tabitha or the children.

iii. Tony shall not participate in medical appointments for the children, including providing travel to and from medical providers for the children.

iv. Tony shall not make any medical decisions for the children.

v. Tabitha will remain as having medical privileges for Tony's medical providers and be able to make medical decisions on Tony's behalf.

5. Educational Decision

i. Tony shall be removed from all school privileges related to the children's education.

ii. Tony shall not directly request or receive any information from educational providers for the children.

iii. Any educational information Tony receives shall be from Tabitha or the children.

iv. Tony shall not participate in any educational decisions for the children, including traveling with the children to and from school.

v. Tony shall not make any educational decisions for the children.

CHILD SUPPORT

6. For child support purposes Tabitha's gross monthly income is $11,767.

7. For child support purposes Tony's gross monthly income is $3,333.

8. Tony's child support obligation to Tabitha is $478.00 per month.

9. That the child support obligation shall commence starting the month of the parties' signatures below.

10. The child support is due ½ by the 5th and ½ by the 20th of each month. *See* Utah Code §81-7-102.

11. The child support obligation shall continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's

normal and expected year of graduation - whichever occurs later. Commencing the following month the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child on the Officer of Recovery Services' online child support calculator.

12. There shall be an automatic reduction in child support for extended parent-time unless the parties have joint custody. *See* Utah Code 81-6-211(4).

13. An order through the Office of Recovery Services authorizing Universal Withholding of Relief may be issued if the obligor becomes thirty days delinquent in the payment of child support. *See* Utah Code § 62A-11-403.

CHILDCARE

14. Childcare is not necessary due to the ages of minor children.

HEALTH INSURANCE

15. Tony may maintain health insurance for the children but is not required to. Otherwise, Tabitha shall provide insurance for the children if she is able.

16. Each party shall pay one-half of the minor child's portion of the medical, dental, and vision insurance premium.

i. This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

ii. The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other

party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days from the date of the change and provide an annual updated medical card.

17. Each party shall pay one-half of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the child.

18. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within 30 days of payment. The other party shall reimburse their one-half within 30 days of receipt of the verification.

19. The party 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 the party incurring the expenses fails to comply with this section.

20. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plan of both parents, the health, hospital, or dental insurance plan of Tabitha shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the Tony shall be the secondary coverage for the dependent child. If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a stepparent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child. In addition, if there is double coverage then the insurance premiums are

offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost.

TAXES

21. The parties shall file their taxes jointly for 2026 and equally divide any return or deficit.

22. The parties shall file separately for future years.

CHILD RELATED INCOME TAX DEDUCTIONS

23. Tabitha is awarded the right to claim both children for tax purposes each year.

24. That upon reasonable advance notice and request - each party shall provide the other party a signed Internal Revenue Service 8332, or any other necessary form, for any year where the other party is awarded the child for tax purposes.

REAL PROPERTY

25. The home and real property ("Home") located at 1441 W 1460 N Provo UT 84604, is awarded to Tabitha.

26. Tabitha is responsible for making the monthly house payments. Tony shall remain primary obligor on the home loan and Tabitha secondary obligor until the home is sold or paid off. Tony shall be removed from the loan and title when one of the following occurs:

a. The house has been paid off and both of Tabitha's parents have passed away. Chris and Sal's names shall be removed at the same time and the parties' son Tash would replace Tony's name on the title.

b. Tabitha is no longer able to afford to keep the house and it must be sold.

27. Tabitha shall be responsible for utilities related to the home and Tony will be removed from all accounts including power, gas, fiber internet, etc.

28. Tony is restrained from disposing, transferring, selling or otherwise encumbering the home.

PERSONAL PROPERTY

29. Tabitha is awarded the personal property currently in her possession. Tabitha is awarded the 2020 Nissan Pathfinder with all debts and obligations associated with the vehicle. She will remove Tony from the loan and title by the end of September of 2026. Tony is awarded the personal property currently in his possession. Tony is awarded the 2008 Nissan Pathfinder along with all debts and obligations on the vehicle. The loan will stay on the joint account until it is paid off at which time Tony will remove Tabitha from the title.

30. The Saturn Vue shall be sold, and the proceeds shall go towards a vehicle of the children's choice or the title will be transferred into their third child's name.

BANK ACCOUNTS/BUSINESS

31. The parties are awarded the respective financial accounts in their own names.

32. The parties' joint accounts with America First Credit Union shall remain open until the parties' automatic payments on their vehicles are terminated, no later than the end of September of 2026. The savings account shall remain open and used for Tony to deposit

money for Tabitha's sole use. Neither party is to use the remaining joint savings account to incur any other debts or expenses.

DEBTS

33. That the parties shall pay all debts incurred in their individual names since the parties' separation.

34. The Visa Platinum Card with a balance of $784.38 shall be paid off and immediately closed by Tabitha. The balance as of July 2, 2026, is $784.35. Neither party shall make additional charges to the card.

35. The Dark Wolf Loan for the 2008 Nissan Pathfinder will remain on the joint account until it is paid off. The balance is $3996.85. Tabitha will continue to pay the debt on the loan until the end of September of 2026 at which time it will be Tony's full responsibility.

36. The Spaceship loan for the 2020 Nissan Pathfinder will be transferred/refinanced to Tabitha's separate account by the end of September of 2026, along with all obligations on the vehicle.

37. The Meineke Debt and Card shall be the responsibility of Tabitha, currently $8,101.27 as of August 2, 2026. Tony shall be immediately removed from the account and shall not use or access the account.

38. Tabitha will open her own T-Mobile account and move all the children's phones to her account along with the debts still on any of the children's phones by the end of September of 2026. Tony shall fully cooperate with the transfer. Tabitha shall continue to

pay the joint T-Mobile phone service until the end of September of 2026, at which time it will be Tony's full responsibility.

39. Tabitha is responsible for all debts owed to Chris and Sal Gutierrez related to home improvements and repairs which are currently $14,600 as of August of 2026.

40. The parties are each responsible for their own respective student loan obligations.

41. That all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.

42. The payment of the debts set forth above is non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

RETIREMENT BENEFITS

43. The parties are awarded their respective retirement accounts free and clear of any interest in the other.

ALIMONY

44. No alimony is awarded to either party whether past, present, or future.

MAIDEN NAME

45. Petitioner is restored to her maiden name, if she so desires.

ATTORNEYS FEES:

46. Each of the parties shall pay their own attorney fees and court costs.

47. If either party defaults in his or her obligation hereunder or must seek relief from the Court in the enforcement or modification of the Decree of Divorce, the non-prevailing

party should be liable to the other party for all reasonable expenses, including attorney fees and court costs actually incurred.

BENEFICIARY DESIGNATION

48. That any life insurance, stock, bond, title, retirement, investment, or other governing instrument, wherein the parties are listed as a beneficiary or shall receive benefit, such designation is hereby revoked. The parties shall not receive beneficial interest in any of the foregoing. *See* Utah Code Ann. § 75-2-804(2).

TRANSFER OF PROPERTY/NOTICE TO CREDITORS

49. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents/titles necessary to effectuate a property transfer as set forth herein, including automobile titles, tax forms and/or any other instrument necessary to carry out these terms.

50. Each party shall immediately notify their respective creditors of these terms, the party obligated to each specific debt and make other such reasonable arrangements to implement these terms.

51. Unless otherwise agreed the foregoing shall be completed within 60 days of the entry of the Decree of Divorce.

****** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court ******

Approved as to form and content:
By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

*/s/ Tony Newbreast*_____
Signed with permission.
Tony Newbreast
Respondent

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 a written objection is filed within that time period.

DATED this 23 day of September 2026.

CORDELL | CORDELL

/s/ Robert J. Hanks
Robert J. Hanks
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY certify that on this 23 day of September 2026, a true and correct copy of the foregoing document was served by the method indicated below, to the following:

Tony Newbreast
Respondent
tjphoto1979@gmail.com

U.S. Mail, Postage Prepaid
Hand Delivered
Facsimile Transmission
x Email/Efile
Overnight Mail

/s/ Robert Hanks
Robert Hanks