FILED
OCT 2 6 2026
4TH DISTRICT
STATE OF UTAH
UTAH COUNTY

Brian Emery Swan
Name
1528 N 180 W
Address
Lehi, Utah 84043-1151
City, State, Zip
801-722-5388
Phone
brianeswan@gmail.com
Email

FOURTH Judicial District UTAH County

Court Address 775 WEST CENTER, SPANISH FORK, UT, 84660

In the Matter of (select one)	**Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	254300169 Case Number
Brian Emery Swan (name of Petitioner)	Jared Eldridge Judge
and	
Rachel Jean Swan (name of Respondent)	Commissioner (domestic cases)
Other parties (if any)	

The court decrees:

Divorce

1. Brian Emery Swan is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Brian Emery Swan. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Brian Emery Swan** and **Rachel Jean Swan** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

GES 07/2009, NJS 04/2012

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.
Child: **GES 07/2009**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Aug 13, 2024**
Address: **1528 N 180 W, Lehi, Utah 84043-1151 United States**
(1).
Caretaker at this address: **Brian Swan**
Caretaker current address: **1528 N 180 W, Lehi, Utah 84043-1151 United States**

ii.
Move-out Date: **Aug 13, 2024**
Move-in Date: **Jun 17, 2022**
Address: **670 W 800 S, Mapleton, UT 84664 United States**
(1).
Caretaker at this address: **Brian Swan**
Caretaker current address: **1528 N 180 W, Lehi, Utah 84043-1151 United States**

iii.
Move-out Date: **Jun 17, 2022**
Move-in Date: **Feb 14, 2020**
Address: **663 W 850 S, Orem, Utah 84058 United States**
(1).

Caretaker at this address: **Brian Swan**
Caretaker current address: **1528 N 180 W, Lehi, Utah 84043-1151 United States**

(2).
Caretaker at this address: **Rachel Swan**
Caretaker current address: **437 S High Bench Rd, Alpine, Utah 84004 United States**

b.
Child: **NJS 04/2012**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Oct 31, 2023**
Address: **437 S High Bench Rd, Alpine, Utah 84004 United States**
(1).
Caretaker at this address: **Rachel Swan**
Caretaker current address: **437 S High Bench Rd, Alpine, Utah 84004 United States**

ii.
Move-out Date: **Oct 31, 2023**
Move-in Date: **Feb 14, 2020**
Address: **663 W 850 S, Orem, Utah 84058 United States**
(1).
Caretaker at this address: **Rachel Swan**
Caretaker current address: **437 S High Bench Rd, Alpine, Utah 84004 United States**

(2).
Caretaker at this address: **Brian Swan**
Caretaker current address: **1528 N 180 W, Lehi, Utah 84043-1151 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Brian Emery Swan** and **Rachel Jean Swan**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Brian Emery Swan** and **Rachel Jean Swan** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Brian Emery Swan** and **Rachel Jean Swan**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Brian Emery Swan** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Brian Emery Swan**'s home **182** overnights each year and in **Rachel Jean Swan**'s home **183** overnights each year.

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

Week	Evening	Will reside with
1	Monday	Brian Emery Swan
1	Tuesday	Brian Emery Swan
1	Wednesday	Brian Emery Swan
1	Thursday	Brian Emery Swan
1	Friday	Brian Emery Swan
1	Saturday	Brian Emery Swan
1	Sunday	Brian Emery Swan
2	Monday	Rachel Jean Swan
2	Tuesday	Rachel Jean Swan
2	Wednesday	Rachel Jean Swan
2	Thursday	Rachel Jean Swan
2	Friday	Rachel Jean Swan
2	Saturday	Rachel Jean Swan
2	Sunday	Rachel Jean Swan

Parent-time for special occasions

11. The parents will follow the schedule for special occasions below. If there is more than one child and the 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 children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Brian Emery Swan	Rachel Jean Swan
Dr. Martin Luther King Jr. Day	(1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	(1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	All years if Brian Emery Swan is the mother or other parent granted Mother's Day in the order.	All years if Rachel Jean Swan is the mother or other parent granted Mother's Day in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	All years if Brian Emery Swan is the father or other parent granted Father's Day in the order.	All years if Rachel Jean Swan is the father or other parent granted Father's Day in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years

Holiday	Period	Brian Emery Swan	Rachel Jean Swan
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 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 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. 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 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 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 8:30 p.m.	Odd years	Even years

Parent-time transfers

12. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

13. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

14. 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.

Joint decision-making. 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.

Education plan

15. The school the children will attend is based on a specific plan for where the children will attend school: **The children currently go to Lincoln Academy (Norah) and American Fork High School (Graham), both of which are out of area for both parents but a reasonable distance from both. Norah may choose where to attend high school when she enters the 10th grade..**

16. Brian Emery Swan and Rachel Jean Swan has authority to check the children out of school. Brian Emery Swan and Rachel Jean Swan has access to the children during school. If the parents cannot agree, education decisions will be made by Brian Emery Swan.

Communication with each other

17. Parents will communicate with each other by any method.

Communication with the children

18. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- 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.

19. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

20. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

21. During their parent-time, the parent may consent for the children to travel with a

sports team, religious group, school group, relatives, friends, by themselves, or with others.

22. If the children will be travelling for more than **7** days, the parent arranging the travel will notify the other parent at least **14** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **14** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

23. A child care provider for our children must be:

A relative, friend, or neighbor.

Relocation of a parent (Utah Code 81-9-209)

24. If either parent moves 150 miles or more from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

a. The written Notice of Relocation must include:

- Information about the move;
- A proposed parent-time schedule; and
- A statement that the parents will not interfere with the other parent's parent-time.

b. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

25. If either parent lives 150 miles or more away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent:

Relocation Schedule (Utah Code 81-9-209)

a. in years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) fall break if the minor child's school dismisses for fall break, beginning on the day that school dismisses for fall break and ending on the day before school resumes; or (B) Labor Day if the minor child's school does not dismiss for a fall break, beginning on the day that school dismisses for Labor Day and ending on the day before school resumes; and

ii. the entire winter break period beginning on the day that school dismisses for the

winter break and ending on the day before school resumes;

b. in years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

i.

(A) spring break, beginning on the day that school dismisses for the spring break and ending on the day before school resumes; or
(B) Presidents' Day if the minor child's school does not dismiss for a spring break, beginning on the day that school dismisses for Presidents' Day and ending on the day before school resumes; and

ii. Thanksgiving, beginning on the day that school dismisses for Thanksgiving and ending on the day before school resumes.

c. extended parent-time equal to half of the summer or off-track time for consecutive weeks with:

i. the noncustodial parent entitled to the first half of the summer or off-track time in years ending in an odd number; and

ii. the noncustodial parent entitled to the second half of the summer or off-track time in years ending in an even number; and

iii. the noncustodial parent will return the child to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent-time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on a weekend on which the non-custodial parent normally exercises parent-time, the non-custodial parent is entitled to the weekend before the holiday.

ii. 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 will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays in this Relocation Schedule and those days are contiguous with the noncustodial parent's monthly weekend or holiday parent-time, those days will be included in the weekend or holiday parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

f. In addition to the parent-time for which a non-custodial parent is entitled under the statute, the non-custodial parent is entitled to, at least two times a week:

i. brief telephone contact with the minor child at reasonable hours and for a reasonable duration and

ii. virtual parent-time if the equipment is reasonably available at reasonable hours and for a reasonable duration. If the parties cannot agree whether the equipment is reasonably available, the court shall decide, taking into consideration the best interest of the minor child, each parent's ability to handle any additional expense for virtual parent-time, and any other factors the court considers material.

iii. Virtual parent-time supplements, but does not replace the in-person parent-time the noncustodial parent is entitled to.

26. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved**.

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

29. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

30. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Brian Emery Swan) (Utah Code 81-6-203)

31. **Brian Emery Swan's** gross monthly income for child support purposes is **$10500**. **Brian Emery Swan** receives the following gross monthly income:

a. **Brian Emery Swan** is employed at **Western Governors University**. **Brian Emery Swan** earns **$10500** gross (pre-tax) monthly income working a 40-hour a week job or less.

32. The adjusted gross monthly income for **Brian Emery Swan** is **$10500**.

Income: Respondent (Rachel Jean Swan) (Utah Code 81-6-203)

33. **Rachel Jean Swan's** gross monthly income for child support purposes is **$7143.** **Rachel Jean Swan** receives the following gross monthly income:

a. **Rachel Jean Swan** is employed at **Associa**. **Rachel Jean Swan** earns **$7143.33** gross (pre-tax) monthly income working a 40-hour a week job or less.

34. The adjusted gross monthly income for **Rachel Jean Swan** is **$7143**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. **Brian Emery Swan** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are Rachel has determined that her need is greater than calculated by the guided interview..

36. It is in the best interest of the children that **Brian Emery Swan** be ordered to pay child support to **Rachel Jean Swan** as follows:

a. **$417.00** per month. This deviates from the Utah Uniform Child Support Guidelines.

b. Unless the Court orders otherwise, support for each child ends when:

- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

37. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code

Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

38. **Rachel Jean Swan** will give **Brian Emery Swan** the information needed to set up direct deposit through **Brian Emery Swan's** employer. Once **Brian Emery Swan** has the information, **Brian Emery Swan** will have **Brian Emery Swan's** employer set up direct deposit to an account of **Rachel Jean Swan's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

39. The issue of past-due child support may be decided by future court or administrative action.

40. **Brian Emery Swan** and **Rachel Jean Swan** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Rachel Jean Swan**, **Brian Emery Swan** will reimburse **Rachel Jean Swan** for half the fee.

41. The parties must notify each other within 30 days of any change in their income.

42. The Office of Recovery Services (https://ors.utah.gov/) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

43. As long as **Brian Emery Swan** is current on all child support and other court-ordered financial obligations, **Brian Emery Swan** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **GES 07/2009**

44. As long as **Rachel Jean Swan** is current on all child support and other court-ordered financial obligations, **Rachel Jean Swan** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **NJS 04/2012**

Child health care (Utah Code 81-6-208)

45. The parties must provide health care coverage for the medical expenses of the dependent children. Heath 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(14),

46. **Brian Emery Swan** must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Brian Emery Swan's** insurance will be primary coverage.
- **Rachel Jean Swan's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Brian Emery Swan's** spouse's insurance will be primary coverage.
- **Rachel Jean Swan's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. 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.

g. 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.

h. 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.

Child care expenses (Utah Code 81-6-209)

47. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any

change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

48. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

49. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

50. Vehicles will be divided as follows:

a.
Year: **2017**
Make: **Honda**
Model: **Odyssey**
VIN: **N/A**
Owner (before divorce): **Rachel Swan**
Current value: **$6,290.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelly Blue Book**
Ownership After Divorce: **Rachel Jean Swan**
Loan: **N/A**

51. This other property will be divided as follows:

Teddy, a 9-year-old miniature labradoodle, is the property of Brian.

Debts

52. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.
Account Number: **7913**
Institution Name: **Discover**
Address: **N/A**
Amount owed on debt (in US Dollars): **$1,877.63**
Minimum Monthly Payment (in US Dollars): **$42.00**
Owner: **Brian Swan**
The debt will be paid as follows: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

b.
Account Number: **0436**
Institution Name: **American Express**
Address: **N/A**
Amount owed on debt (in US Dollars): **$3,182.75**
Minimum Monthly Payment (in US Dollars): **$124.00**
Owner: **Brian Swan**
The debt will be paid as follows: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

c.
Account Number: **4218**
Institution Name: **Synchrony**
Address: **N/A**
Amount owed on debt (in US Dollars): **$1,324.84**
Minimum Monthly Payment (in US Dollars): **$63.00**
Owner: **Brian Swan**
The debt will be paid as follows: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

Medical Debt

a.
Account Number: **8403**
Institution Name: **Intermountain Healthcare**
Address: **N/A**
Amount owed on debt (in US Dollars): **$375.00**
Minimum Monthly Payment (in US Dollars): **$65.00**
Owner: **Brian Swan**
The debt will be paid as follows: **Brian Emery Swan will pay the entire debt.**

Brian Emery Swan will provide a copy of the divorce decree to the lender.

b.
Account Number: **2194**
Institution Name: **Intermountain Healthcare**
Address: **N/A**
Amount owed on debt (in US Dollars): **$2,015.00**
Minimum Monthly Payment (in US Dollars): **$252.00**
Owner: **Brian Swan, Graham Swan**
The debt will be paid as follows: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

c.
Account Number: **8840**
Institution Name: **Intermountain Healthcare**
Address: **N/A**
Amount owed on debt (in US Dollars): **$850.00**
Minimum Monthly Payment (in US Dollars): **$142.00**
Owner: **Brian Swan**
The debt will be paid as follows: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.
Account Number: **0086**
Institution Name: **Summerhays Music**
Address: **1006 S State St, Orem, UT 84097**
Amount owed on debt (in US Dollars): **$3,378.00**
Minimum Monthly Payment (in US Dollars): **$273.48**
Owner: **Brian Swan**
The debt will be paid as follows: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

Other Debt

a.
Account Number: **none**
Institution Name: **Phillip Swan**
Address: **1332 S Castillo Rd Spanish Fork UT 84660**
Amount owed on debt (in US Dollars): **$11,177.85**
Minimum Monthly Payment (in US Dollars): **$267.38**
Owner: **Brian Swan**

The debt will be paid as follows: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

b.

Account Number: **6993**
Institution Name: **CRI**
Address: **P.O. Box 83106Lincoln, NE 68501-3106**
Amount owed on debt (in US Dollars): **$38,000.00**
Minimum Monthly Payment (in US Dollars): **$450.00**
Owner: **Rachel Swan**
The debt will be paid as follows: **Rachel Jean Swan will pay the entire debt. Rachel Jean Swan will provide a copy of the divorce decree to the lender.**

Real property

53. The parties acquired the following real property during the marriage:

a.

Description: **House**
Address: **1528 N 180 W, Lehi, Utah, Utah 84043-1151 United States**
Tax ID: **26-2049351**
Legal Description: **(41-446-0021) LOT 21, PLAT "A", HILL CREEK, A PLANNED RESIDENTIAL DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECRODER, STATE OF UTAH.**
Date property acquired: **Aug 13, 2024**
Names on title: **Brian Emery Swan**
Original cost: **$530,000**
Current value: **$532,400.00**
Property values estimated: **yes**
Estimation basis for property value: **Zillow - https://www.zillow.com/homedetails/1528-N-180-W-Lehi-UT-84043/55718512_zpid/**
Disposal: **Our prior residence was sold on 10/18/2023 and the equity of that sale was divided equally between Brian and Rachel. This residence was purchased by Brian using that equity as a down payment as is not part of marital assets.**

i.

Creditor: **N/A**
Names on mortgage: **Brian Emery Swan**
Date mortgage acquired: **Aug 13, 2024**
Mortgage balance: **$416,940.94**

Monthly payment: **$3,025.51**
Mortgage values estimated: **no**
This mortgage will be paid as follows after the divorce: **Brian Emery Swan will pay the entire debt. Brian Emery Swan will provide a copy of the divorce decree to the lender.**

Alimony

Rachel Jean Swan's Financial Need

54. **Rachel Jean Swan**'s net income (after taxes) is **$6,031.78** per month. This amount is based on these sources of income:

Monthly Current Income

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	$ 7143.33
Rental income	$ 0
Business income	$ 0
Interest	$ 0
Dividends	$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	$ 0
Worker's Compensation	$ 0
Social Security Disability (SSDI)	$ 0
Supplemental Security Income (SSI)	$ 0
Social Security (Other than SSDI or SSI)	$ 0
Private Disability Insurance	$ 0
Unemployment benefits	$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	$ 0

Veteran's Benefits	$0
Alimony (from a prior marriage)	$0
Child Support (from a prior order)	$0
Payments from civil litigation	$0
Victim restitution	$0
Utah Cash Assistance Family Employment Program (FEP), etc.	$0
Federal Cash Assistance Temporary Assistance for Needy Families (TANF), etc.	$0
Financial support from household members	$0
Financial support from non-household members	$0
Trust income	$0
Annuity income	$0
	$0
	$0
Total Gross Monthly Income	$7143.33

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	$438.08
State Income Tax	$225.4
Municipal Income Tax	$0
FICA	$365.03
Medicare	$83.04

Total Monthly Tax Deductions $1111.55

55. **Rachel Jean Swan**'s ability to earn is limited for the following reasons:

a. caring for child of the **Brian Emery Swan**

b. other reasons **Already working two jobs (one full and one part-time)**

56. **Rachel Jean Swan** has taken these reasonable efforts to improve their employment situation:

c. **Rachel has requested a pay increase to either supplement her income or reduce her hours at the second job, she is also looking for a higher-paying primary job.**

57. **Rachel Jean Swan** faces these reasonable barriers to improving their employment situation:

d. **Lack of experience in current field, difficult job market.**

58. **Rachel Jean Swan** will be receiving **$256.00** per month in child support in this case.

59. **Rachel Jean Swan's** current reasonable monthly expenses are as follows:

Rent or Mortgage	$2800
Real estate taxes (if not included in mortgage)	$0
Real estate insurance (if not included in mortgage)	$120
Real estate maintenance	$100
Food and household supplies	$600
Clothing	$50
Automobile payments	$0
Automobile insurance	$331
Automobile fuel	$250
Automobile maintenance	$50
Other transportation costs (public transportation, parking, etc.)	$0
Utilities (such as electricity,	

gas, water, sewer, garbage)	$ 230
Telephone	$ 170
Paid television, cable, satellite	$ 45
Internet	$ 51
Credit card payments	$ 0
Loans and other debt payments	$ 450
Alimony from previous marriages	$ 0
Child support	$ 0
Child care	$ 0
Extracurricular activities for children	$ 120
Education (children)	$ 0
Education (self)	$ 0
Health care insurance	$ 270
Health care expenses (excluding insurance listed above)	$ 100
Other insurance	$ 0
Entertainment	$ 100
Laundry and dry cleaning	$ 0
Donations	$ 0
Gifts	$ 0
Union and other Dues	$ 0
Garnishment or income withholding order	$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	$ 223
Other	$ 0
Other	$ 0

Total current monthly expenses $6060

60. **Rachel Jean Swan**'s marital monthly expenses (expended during the marriage) are as follows:

Rent or Mortgage	$ 1280
Real estate taxes (if not included in mortgage)	$ 0
Real estate insurance (if not included in mortgage)	$ 0
Real estate maintenance	$ 100
Food and household supplies	$ 250
Clothing	$ 100
Automobile payments	$ 150
Automobile insurance	$ 250
Automobile fuel	$ 100
Automobile maintenance	$ 100
Other transportation costs (public transportation, parking, etc.)	$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	$ 150
Telephone	$ 55
Paid television, cable, satellite	$ 25
Internet	$ 35
Credit card payments	$ 0
Loans and other debt payments	$ 255
Alimony from previous marriages	$ 0
Child support	$ 0
Child care	$ 0

Extracurricular activities for children	$ 50
Education (children)	$ 25
Education (self)	$ 0
Health care insurance	$ 0
Health care expenses (excluding insurance listed above)	$ 150
Other insurance	$ 0
Entertainment	$ 20
Laundry and dry cleaning	$ 15
Donations	$ 0
Gifts	$ 55
Union and other Dues	$ 0
Garnishment or income withholding order	$ 0
Retirement deposits (including pensions, 401(k), IRA, etc.)	$ 0
Other	$ 0
Other	$ 0
Total marital monthly expenses	$3165

61. The difference between **Rachel Jean Swan**'s monthly net income (including child support) and monthly expenses is **$0.00** based on **current** expenses. This is **Rachel Jean Swan**'s monthly financial need.

Brian Emery Swan's Ability To Pay

62. **Brian Emery Swan**'s net income (after taxes) is **$6,585.24** per month. This amount is based on these sources of income.

Work (Including self employment, wages, salaries, commissions, bonuses, tips and overtime)	$ 10500

Rental income	$ 0
Business income	$ 0
Interest	$ 0
Dividends	$ 0
Retirement income (including pensions, 401(k), IRA, etc.)	$ 0
Worker's Compensation	$ 0
Social Security Disability (SSDI)	$ 0
Supplemental Security Income (SSI)	$ 0
Social Security (Other than SSDI or SSI)	$ 0
Private Disability Insurance	$ 0
Unemployment benefits	$ 0
Education benefits (Including grants, loans, cash scholarships, etc.)	$ 0
Veteran's Benefits	$ 0
Alimony (from a prior marriage)	$ 0
Child Support (from a prior order)	$ 0
Payments from civil litigation	$ 0
Victim restitution	$ 0
Utah Cash Assistance	$ 0
Federal Cash Assistance	$ 0
Financial support from household members	$ 0
Financial support from non-household members	$ 0
Trust income	$ 0
Annuity income	$ 0

	$ 0
	$ 0
Total Gross Monthly Income	$ 10500

Monthly Tax Deductions

Type of Deductions	Amount
Federal Income Tax	$ 2250.82
State Income Tax	$ 603.4
Municipal Income Tax	$ 0
FICA	$ 859.52
Medicare	$ 201.02
Total Monthly Tax Deductions	$ 3914.76

63. **Brian Emery Swan** will be paying **$256.00** per month in child support in this case.

64. **Brian Emery Swan**'s current reasonable monthly expenses are as follows:

Rent or Mortgage	$ 3125
Real estate taxes (if not included in mortgage)	$ 0
Real estate insurance (if not included in mortgage)	$ 0
Real estate maintenance	$ 200
Food and household supplies	$ 800
Clothing	$ 70
Automobile payments	$ 0
Automobile insurance	$ 700
Automobile fuel	$ 140
Automobile maintenance	$ 150
Other transportation costs	

(public transportation, parking, etc.)	$ 0
Utilities (such as electricity, gas, water, sewer, garbage)	$ 280
Telephone	$ 110
Paid television, cable, satellite	$ 20.5
Internet	$ 73
Credit card payments	$ 211
Loans and other debt payments	$ 577
Alimony from previous marriages	$ 0
Child support	$ 0
Child care	$ 0
Extracurricular activities for children	$ 200
Education (children)	$ 52
Education (self)	$ 0
Health care insurance	$ 916.85
Health care expenses (excluding insurance listed above)	$ 200
Other insurance	$ 0
Entertainment	$ 48
Laundry and dry cleaning	$ 12
Donations	$ 0
Gifts	$ 75
Union and other Dues	$ 0
Garnishment or income withholding order	$ 0
Retirement deposits (including pensions, 401(k),	$ 315

IRA, etc.)	
Other	$ 150
Other	$ 0
Total marital monthly expenses	$8425.35

65. The difference between **Brian Emery Swan**'s monthly net income and monthly expenses (including child support) is **$0.00**. This is **Brian Emery Swan**'s ability to pay alimony each month.

66. **Brian Emery Swan** and **Rachel Jean Swan** have been married for **20** years and **1** months.

67. The value of real property during the marriage is **$532,400.00**

68. The value of personal property during the marriage is **$6,290.00**.

69. The court should also consider these other factors: **Because education is typically a consideration for alimony decisions, Brian would like it known that: * Rachel had chosen to stop enrolling in college classes before they met. * Brian's masters degree, which was earned during the marriage, took roughly 200 hours spread over 2 years, at a cost of $3000. * Rachel returned to school during the marriage, attended multiple classes per week, and was supported by Brian while doing so.**

Alimony Payment

70. **Brian Emery Swan** will pay **Rachel Jean Swan $182.00** in alimony each month.

71. These are the reasons for this amount: **While the calculated award is currently $28.22, $182.00 a month is a good-faith gesture from Brian.**

72. Alimony will start the month immediately following entry of the divorce decree.

73. The payment schedule will be:

a. **Biweekly on Friday**

74. **Brian Emery Swan's** alimony obligation will end the earliest of the following:

- **6** years and **0** months.
- If **Rachel Jean Swan** dies.
- If **Rachel Jean Swan** remarries.
- If **Rachel Jean Swan** cohabits. Cohabitation must be proven in court before **Brian Emery Swan** stops paying alimony.

Retirement money

Retirement money – retirement accounts

75. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

76. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **1554**
Plan Name: **403b**
Plan Administrator: **Empower**
Company Name: **Western Governors University**
Address: **8515 E. Orchard Road, Greenwood Village, CO 80111**
Date Opened: **Oct 14, 2025**
Plan Value: **$166849.7**
This plan is in the name of: **Brian Emery Swan**
Divide as follows: **The reitrement money should be awarded by percentage. Brian Emery Swan should be awarded 50% and Rachel Jean Swan should be awarded 50%. Brian Emery Swan should prepare the Qualified Domestics Relations Order (QDRO) for this plan within 90 days after the divorce decree is entered.**

b.

Account Number: **4576**
Plan Name: **401k**
Plan Administrator: **Fidelity**
Company Name: **Associa**
Address: **Fidelity InvestmentsATTN: TOA / RetirementPO Box 770001Cincinnati, OH 45277-0036**
Date Opened: **Mar 1, 2026**
Plan Value: **$971**
This plan is in the name of: **Rachel Jean Swan**
Divide as follows: **The entire account should be awarded to Rachel Jean Swan.**

Duty to sign documents

77. The parties will sign all documents necessary to comply with the divorce decree 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. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

10/26/2026 3:43pm
Date

Signature ▶ _____

Judge Eldridge

_____
Date

Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party Signature ▶ _____

Other Party Name Rachel Jean Swan

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.
Name: **Rachel Swan**
Method of service: **Hand Delivery**
Address: **437 High Bench Rd, Alpine, UT**
Date of Service: **Sep 5, 2026**

09/04/2026
Date

Signature ▶ Brian E Swan

Printed Name Brian E Swan