The Order of the Court is stated below:
Dated: November 23, 2026 12:49:29 PM **/s/** KRAIG POWELL
District Court Judge

Tonya R. Wright (#61011)
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I am April Biggerstaff's Licensed Paralegal Practitioner (Utah Bar # 61011)

In the District Court of Utah, Fourth Judicial District, Utah County
137 North Freedom Blvd, Suite 100, Provo, Utah 84601

In the Matter of the Marriage of **April Biggerstaff** and **Bradley Biggerstaff**	**DECREE OF DIVORCE AND JUDGMENT** Case No. 224402238 Judge: Kraig Powell Commissioner: Marian Ito

The court decrees:

Divorce

1. April Biggerstaff is granted a divorce based on her Affidavit of Jurisdiction and Grounds.

Children

2. April Biggerstaff and Bradley Biggerstaff are the legal parents of the following children. This court has jurisdiction to make orders about these children.

a. B.W.B. Born 2/10/2015

b. B.A.B. Born 12/8/2017

Children - custody

3. The parties are awarded Joint Legal Custody, with April Biggerstaff having Sole Physical Custody, subject to Bradley Biggerstaff's parent-time. The parties' Parenting Plan is filed in good faith and is in the best interest of the children. The court approves the following Parenting Plan.

Parenting Plan parent-time

The parents will follow a custom parent-time schedule.

Currently, Bradley Biggerstaff works a job that requires him to travel during the weekdays at least three weeks out of the month. He usually has one week of the month off. The parties will work around Bradley Biggerstaff's schedule and will arrange parent-time as they can agree. If they cannot agree, then Bradley Biggerstaff's parent time will be at least as follows:

Every other "weekend." As Bradley Biggerstaff usually returns from travel on Saturday evenings, his weekend will run from Sunday to Tuesday morning unless otherwise agreed. The parties will agree as to pick up and drop off times. During the school year, Bradley Biggerstaff will drop the children to school on Mondays and Tuesdays during his weekend time.

Approximately three or four days during the one week during the month that Bradley Biggerstaff does not work. If the week occurs after a regularly scheduled weekend for Bradley Biggerstaff, then he will keep the children through Friday morning (or Thursday evening as agreed by the parties). If the week occurs prior to a regularly scheduled weekend for Bradley Biggerstaff, then he will pick up the children on Thursday and keep them through his regular weekend until Tuesday morning.

This schedule was devised specifically to accommodate Bradley Biggerstaff's unusual work schedule and agree to revisit this schedule should his work schedule change.

Parent-time for special occasions

4. The parents will follow the schedule for special occasions below.

HOLIDAY PARENT-TIME

The parties will work together to arrange parent time on holidays as they can agree. If they cannot agree, then the parties will follow the holiday schedule found in Utah Code 81-9-302 (formerly 30-3-35), with April Biggerstaff being designated the “custodial” parent for purposes of reading the holiday statute.

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SUMMER/EXTENDED PARENT-TIME

The parties agree that each parent will be entitled to up to two weeks of uninterrupted parent time for vacation purposes. In addition, Bradley Biggerstaff will be entitled to up to two additional weeks of parent time in the summer that may be interrupted by a midweek visit by April Biggerstaff on a day agreed to by the parties. The parties will follow the notice provisions for extended parent time found in Utah Code 81-9-302.

For parent-time on Mother’s Day, April Biggerstaff will have decision making authority every year.

For parent-time on Father’s Day, Bradley Biggerstaff will have decision making authority every year.

For the child’s birthday, the parties will communicate about the parent-time schedule and work together to either combine the birthday celebration, or decide to separate celebrations. If the parties cannot come to an agreement, April Biggerstaff will have the final decision-making authority regarding the birthday schedule in even years, and Bradley Biggerstaff will have the final decision-making authority regarding the birthday schedule in odd years.

For parent-time on Mother’s Birthday, April Biggerstaff will have decision making authority every year.

For parent-time on Father’s Birthday, Bradley Biggerstaff will have decision making authority every year.

Parent-time transfers

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

Unless otherwise agreed, the parent starting his or her parent time with the children will be responsible to pick the children up from the other parent (or from school) and transport them for parent time.

Decision-making

6. The following applies to the Parenting Plan:

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.

When making major decisions regarding their children, including, but not limited to, decisions regarding a child's health, education, or religious upbringing, the parties agree to the following decision-making process:

- The parties agree that for all major decisions they will first discuss such issues with each other in an effort to reach agreement.

- If the parties cannot agree, then they will attempt at least one session of mediation in an effort to resolve the matter. The parties will split equally the cost of mediation unless otherwise agreed.

- If the parties cannot agree in mediation, then either party may take the issue to court.

Education Plan

7. The school the children will attend is based on April Biggerstaff's home residence.

8. April Biggerstaff has authority to check the children out of school.

9. Bradley Biggerstaff has authority to check the children out of school.

10. April Biggerstaff has access to the children during school.

11. Bradley Biggerstaff has access to the children during school.

Communication

12. The parties are not to use derogatory or demeaning language to each other or about each other in the presence of the children. They will also prevent third parties from doing so.

13. The parties will both be fully entitled to access and receive medical, educational, or other information or records regarding their children.

14. The parties will keep each other informed of all medical, educational, or other appointments involving their children.

15. The parties will cooperate with one another in allowing their children to attend important family functions and events.

16. The parties' communication with each other will remain civil and child centered. The parties agree to share information regularly regarding their children.

17. The parties' children will be able to contact either of them as often as desired within reasonable hours. The children's communication with a parent should be unmonitored.

18. The parties should be able to contact the children as often as desired at reasonable hours, duration, and frequency.

19. The parties will follow the Advisory Guidelines for parents found in Utah Code § 81-9-202 (formerly 30-3-33).

20. The parties are mutually restrained from committing, attempting to commit, or threatening to commit any form of violence against one another. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse.

21. The parties are mutually restrained from making any disparaging remarks about the other parent in front of the parties' minor child(ren) or to the minor child(ren).

22. The parents 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.

23. Parents and children may communicate with each other:

- Whenever the children choose.
- By any method

Travel by the children

24. 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. If the children will be travelling for more than 2 days, the parent arranging the travel will notify the other parent at least 30 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

Relocation of a parent

25. If either parent intends to relocate more than 150 miles from the other parent, then the parent wishing to relocate will notify the other parent at least 60 days prior to the move and the parties will work together to make a new plan for parent-time and otherwise follow Utah Code §81-9-209 (formerly §30-3-37).

Changing the plan

26. This plan remains in effect until changed. A change must be agreed to by both parents and in the following manner:

- Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

Resolving disputes

27. 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: Mediation

Additional parenting responsibilities, expectations, or commitments

28. The parties will divide equally the cost of any extracurricular activities in which the children participate provided that the parties have previously agreed to the activity in writing (which may include text or email).

29. During parent-time, virtual or in-person, neither party will be impaired in any way with any substance, legal or illegal, including alcohol and/or prescribed medications (ie. marijuana), or expose the minor children to others who are impaired in any way with any substance. The parties' minor children will at all times be present in a drug-free environment.

Child Support

30. April Biggerstaff's gross monthly income for child support purposes is $1,300.00. She receives the following gross monthly income:

- April Biggerstaff is employed at Nebo School District. She earns $1,300.00 gross (pre-tax) monthly income working a 40- hour a week job or less. She earns no income during the summer months.

31. Bradley Biggerstaff's estimated gross monthly income for child support purposes is $9,000.00. His base child support amount using the joint custody calculation is $1,499.00 per month. Upon information and belief, he receives the following gross monthly income:

- Bradley Biggerstaff’s is employed at Tax Lien Code. It is estimated that he earns $9,000.00 gross (pre- tax) monthly income working a 40-hour a week job or less.31.

32. Bradley Biggerstaff will be ordered to pay child support to April Biggerstaff as follows:

a. $1,499.00 per month base support. This amount complies with the Utah Child Support Act.

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 (Utah Code 81-6-213(1), or
- a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 81-6-213(1)).

33. Child support will be paid as follows:

Child support payments shall begin on July 1, 2026. The monthly child support shall be paid on or before the 5th day of each month, unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 5th day of the month is delinquent on the 6th day of the month.

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

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

36. The parties can ask to change this child support order by motion after three years from the date of its entry if:

- there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines,
- the difference is not temporary, and

- the amount previously ordered was not a deviation from the child support guidelines.

37. If the children receive TANF funds at the time an adjustment is sought, ORS will review the order and ask the court to adjust the amount if appropriate.

38. The parties can ask to change this child support order at any time by petition if there has been a substantial change in circumstances because of material changes in:

- custody;
- the relative wealth or assets of the parties;
- income of a parent of 30% or more;
- the employment potential and ability of a parent to earn;
- the medical needs of the child; or
- the legal responsibilities of either parent for the support of others.

The change must result in a difference of 15% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines. The difference may not be temporary.

The court can consider natural or adoptive children born after the entry of the decree other than those in common to both parties as part of a request to modify an existing award subject to limitations in the law.

Dependent children for tax purposes

39. April Biggerstaff may claim the parties' children as dependents/exemptions for tax purposes in even numbered tax years. Bradley Biggerstaff may claim the parties' children as dependents/exemptions for tax purposes in odd numbered tax years. The

parent owing child support obligation shall be required to be current on all child support obligations by December 31 of a given tax year to be entitled to claim the child(ren) for tax purposes.

Child health care

40. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must provide that insurance. At this time, the parties agree that Bradley Biggerstaff will provide health insurance for the parties' children.

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:

- Bradley Biggerstaff's insurance will be primary coverage.
- April Biggerstaff'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:

- Bradley Biggerstaff spouse's insurance will be primary coverage.
- April Biggerstaff spouse's insurance will be secondary coverage.

c. Bradley Biggerstaff agrees to cover the entire health insurance premium attributable to the children. However, once April Biggerstaff obtains full-time employment, the parties may renegotiate this provision.

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

41. 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.

d. The parties will offer right of first refusal to the other parent if child care is needed during the parent's parent-time.

Public assistance statement – Office of Recovery Services (ORS)

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

Personal property

43. The parties will divide their other personal property as they can agree and if they cannot agree, then they are to attend mediation prior to bringing the matter to court.

Vehicles

44. The parties have one vehicle, a 2023 VW Taos. April Biggerstaff will be awarded this vehicle together with all debt thereon. Bradley Biggerstaff will pay $250 per month toward the vehicle debt until October 1, 2026, at which time Apri Biggerstaff will be responsible for the payment toward the 2023 VW Taos.

Bank Accounts

45. Bradley Biggerstaff will remove April Biggerstaff's name from the joint checking account at America First Credit Union (the "Joint Account"), or close the Joint Account, and he will be awarded the funds in the Joint Account. April Biggerstaff will be awarded her separate checking and savings accounts in her own name with all the funds therein.

Debts

46. The parties have a tax debt which includes federal taxes and taxes to the State of Utah. Bradley Biggerstaff will be fully responsible for the entirety of the state and federal tax debt and that he will indemnify and hold April harmless from the state and federal tax debt.

The parties have no joint credit cards. The parties will be responsible for the debt on their respective credit cards in their own names.

The parties are not aware of any other debts from the marriage. If any other debts other than the ones listed herein exist, each debt will be the responsibility of the party who incurred the debt. The parties are prohibited from incurring any debts, obligations or liabilities on the other parties' credit or do anything for which the other party may be legally liable. Each party will indemnify and hold harmless the other party from any debts, obligations, or liabilities that may exist or come into existence.

Real property

47. The parties do not have any real property that is marital property.

Alimony

48. Based upon the parties' stipulation, Bradley Biggerstaff will pay to April Biggerstaff a "total support" sum of $3,200 per month. This amount includes both child support and alimony combined. Because the current amount of child support is $1,499.00, this would mean that at present, alimony will be $1,701.00. The parties agree that the total amount Bradley pays to April could change if child support changes during the term of alimony.

In addition, if Bradley Biggerstaff's paycheck in a month exceeds a gross amount of $9,000 (not including reimbursements for travel expenses that Bradley receives from his company), then Bradley Biggerstaff will pay to April Biggerstaff for that month, an additional payment equal to 30% of the gross amount of his pay exceeding $9,000 (not including amounts paid for reimbursement). Bradley Biggerstaff will provide to April Biggerstaff a copy of his pay stub each month so that she may verify the amount. Bradley Biggerstaff will pay this additional payment with the alimony payment in the month following.

Alimony shall begin on July 1, 2026 and continue for a period of 5 years unless ended earlier by April Biggerstaff's cohabitation, remarriage, or the death of either party. In addition, once April Biggerstaff obtains a full-time teaching job (or other full-time position following completion of her schooling), the parties agree to revisit alimony.

Retirement money

49. The parties do not have any retirement accounts to divide. In the event any retirement accounts become known, April Biggerstaff will be awarded each of her retirement accounts as her sole and separate property, free from all claims by Bradley Biggerstaff. Bradley Biggerstaff will be awarded each of his retirement accounts as his sole and separate property, free from all claims by April Biggerstaff.

Maiden Name

50. April may change her name to her maiden name of April Marie Conder if she so desires.

Duty to sign documents

51. 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.

Electronically DATED, SIGNED, and ENTERED BY THE COURT, as shown at the top of this Order.

----------END OF ORDER----------

/s/ Bradley Biggerstaff
Bradley Biggerstaff
Approved as to Form
(e-signed with permission via email)

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of September 2026, pursuant to U.R.C.P. 7(j), I served a true and correct copy of the foregoing **DECREE OF DIVORCE AND JUDGMENT** on the following people.

Bradley Biggerstaff, Respondent
By email: **bradleybiggerstaff@gmail.com**

/s/ Tonya Wright

Tonya Wright