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**IN THE SECOND JUDICIAL DISTRICT COURT - FARMINGTON DEPT.  
IN AND FOR DAVIS COUNTY, STATE OF UTAH**

<p>In the Matter of the Marriage of</p> <p>BRANDON ROWE,</p> <p>Petitioner,</p> <p>And</p> <p>MARIKO ROWE,</p> <p>Respondent.</p>	<p><b>DECREE OF DIVORCE</b></p> <p>Civil Case No.: 254701398 Judge: Michael Andrews Commissioner: Julie Winkler</p>
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This matter came before the Court on Petitioner Brandon Rowe's ("Petitioner" or "Brandon") Petition for Divorce filed on September 11, 2025 and Respondent Mariko Rowe's ("Respondent" or "Mariko") counter petition filed on October 9, 2025. The parties participated in mediation with Laura Rasmussen on February 27, 2026 where Petitioner was represented by Ron W. Haycock, Jr. of Strong & Hanni Law Firm and Respondent was represented by Kenneth W. Burton of Burton Law Firm. The parties have settled all matters in this divorce and have reached a global settlement of all issues pending in this case. The Court having accepted the parties'

Stipulation and entered its Findings of Facts and Conclusions of Law makes the following orders :

### **GROUND AND JURISDICTION**

1. **Jurisdiction.** The parties are actual and bona fide residents of Davis County, State of Utah, and have been for at least three months prior to the filing of this action.

2. **Marriage Statistics.** The parties were married on June 14, 2002 in Weber County, State of Utah.

3. **Grounds.** During the marriage difficulties between the parties that cannot be reconciled. The parties are hereby awarded a Decree of Divorce based on irreconcilable differences under Utah Code Ann. §81-4-405(1)(h).

### **CUSTODY AND SUPPORT OF CHILDREN**

4. **Children.** There is one minor child as issue of this marriage, namely L.L.R. (August 17, 2008 – Currently 17 years old). Respondent is not currently pregnant, and no additional children are expected of the marriage.

5. **Legal Custody:** The parties are awarded joint legal custody of their minor child.

6. The parties shall abide by the terms of the following Parenting Plan. To the extent that they do not otherwise conflict with any of the provisions

of the Decree of Divorce, the parties shall abide by the advisory guidelines set forth at UCA Section 81-9-202. In the event of a conflict between the terms of the Decree and the guidelines, the terms of this Decree shall govern and take precedence.

- a. Unless otherwise agreed upon by the parties or ordered by the Court, the minor child shall continue to attend Viewmont high school through graduation.
- b. Other than the child's school attendance addressed at Paragraph 6(a) above, the parties shall handle decision making regarding the minor child as follows:
  - i. Day to day and emergency decisions shall be made by the parent who the child is with at the time. In the event of an emergency involving the child, the other parent shall be notified as soon as reasonably possible.
  - ii. The parties shall attempt to reach shared decisions on behalf of the child in connection with all major decisions according to the following procedure.
    - The parent who becomes aware of a decision concerning the child shall notify the other parent upon becoming aware of the issue.
    - The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, consult with a

professional or professionals (if applicable) qualified in the area of the decision.

- In the event the parties are unable to reach an agreement regarding the decision after discussion, then either party may submit the issue to the District Court for resolution.

c. Extracurricular Activities shall be handled as follows:

- i. Drums are an agreed upon activity for the minor child. In connection with this, drum lessons are \$60.00 per lesson, and the parties shall share equally the cost of all drum lessons attended by the child, with them to tender their share of the drum lessons directly to the service provider.
- ii. For any activities other than drums, the parties shall discuss the minor child's involvement in an extracurricular activity prior to enrolling the child in the activity. If the parties mutually agree upon an activity in writing, including the costs associated with the activity, then they shall share equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time. If a parent does not agree to an activity in writing, the other parent may still enroll the

child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent time.

7. The parties are awarded joint physical custody of their minor child.

8. Parent time shall be as the parties can agree, however if the parties are unable to agree, parent time shall be alternated on a weekly basis, with parent time exchanges to take place on Sundays at 7:00 p.m. In connection with this, given the age of the child, the parties shall take into consideration his school, sports, extracurricular, social and work/employment events, obligations, activities; including his preferences regarding parent time. Accordingly, it is anticipated that the child may spend more or less time with either parent, and that this may fluctuate between the parents. Based upon this, the parties shall be flexible regarding parent time. Due to the age of the child, there shall not be any holiday or extended summer parent time for either party.

9. Petitioner is employed and makes a gross monthly income of \$8,562.

10. Respondent is self-employed and agrees to be imputed at a gross monthly income of \$8,562.

11. Neither party shall owe a child support obligation to the other party. This is based upon the equal time sharing arrangement, the sharing of expenses of the child by the parties, the comparable incomes of the parties,

and the ability of the parties to each support the child in their own respective households without the need for support from the other party.

12. Brandon shall continue to provide the health insurance coverage on behalf of the minor child provided it is available to him through employment at a reasonable cost. In accordance with UCA Section 81-6-208, the parties shall share equally the actual out of pocket costs for the child's portion of insurance premiums.

13. Pursuant to UCA Section 81-6-208, the parties shall share equally all reasonable and necessary out of pocket and non-covered medical, dental, optical, orthodontic and prescription expenses incurred on behalf of the minor child; including deductibles and co-payments. In connection with this, the time frames within which to submit expenses shall be in accordance with UCA Section 81-6-208; together with the additional provision that the parent obligated to reimburse an expense shall do so within 30 days of receipt of verification of the expense.

14. Due to the age of the child, there is no need for daycare, therefore no daycare expenses.

15. The parties shall share equally all mandatory public school fees and the cost of school lunch for the minor child.

16. The tax deductions for the minor child shall be handled as follows:

- a. The parties shall file joint state and federal tax returns for 2025, with Logan to be claimed as a dependent on the joint returns, therefore the tax deductions for him are incorporated in the joint return.

- b. Logan will turn 18 in August of 2026, therefore there are no further state or federal tax deductions to address.

17. The marital home and real property located at 351 North 300 West in Bountiful, Utah shall be handled as follows:

- a. Brandon is awarded exclusive use and occupancy of the property, being solely responsible for the mortgage payments, all utilities and routine/regular upkeep and maintenance in connection with the property.
- b. Within 90 days of the date of entry of the decree of divorce, Brandon shall either remove Mariko from the HELOC account or close the HELOC account, and shall also refinance, assume or otherwise finance the mortgage on the property in order to remove Mariko from the mortgage obligation; with Brandon solely responsible for any associated costs and Mariko to cooperate with this process, including completing and signing any necessary forms/documents.
- c. Upon removing Mariko from the HELOC or closing the HELOC account, removing Mariko from the mortgage obligation, and tendering to Mariko in full the global property settlement addressed at Paragraph 32 below, Brandon shall be awarded the property as his sole and separate property free and clear of any claim or interest of Mariko, together with all equity therein and subject to all debt and encumbrance thereon. In conjunction

with this, Mariko shall execute a quitclaim deed (or other type of deed if required by a lender) in order to deed the property to Brandon in its entirety.

18.The parties have heretofore divided the personal property among themselves by agreement and each party shall keep the personal property in his or her possession as of the date of the signing of the Stipulation as a full and complete division of personal property, with the exception of the following item which is presently in Brandon's possession but shall be awarded to Mariko\*:

- a. Mariko's 40 caliber Glock handgun.

\*The parties will cooperate in order to arrange a date and time for Mariko to receive this item, and for an FFL transfer form to be completed in connection with the exchange and the parties to share equally any associated cost; which will take place within thirty days of the date of the Stipulation signed February 27, 2026.

19.The 2015 Subaru Impreza is awarded to the parties' son Logan. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to sign title of the vehicle over to the child.

20.Mariko is awarded the 2023 Hyundai Tucson as her sole and separate property free and clear of any claim or interest of Brandon. Within 30 days of the date of the Stipulation, the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

21.Brandon is awarded the 2009 Chevy Silverado, 2002 VW Golf and 2006 4-wheeler as his sole and separate property free and clear of any claim or interest of Mariko. Within 30 days of the date of the Stipulation,



the parties shall cooperate in order to exchange and sign off on title(s) as necessary.

22.The debts are divided as follows\*:

a. Mariko

- i. AFCU (Hyundai)—If Brandon is an obligor on this loan, within 90 days of the date of entry of the decree of divorce, Mariko will pay off, refinance, assume or otherwise finance this debt in order to remove Brandon's name from the loan and from any liability on the obligation.
- ii. Any credit cards in her name, any debts incurred solely by her and/or in her name, and any debts incurred by her since the date of separation on 1/10/26
- iii. Her own medical and dental expenses

b. Brandon

- i. Any credit cards in his name, any debts incurred solely by him and/or in his name, and any debts incurred by him since the date of separation on 1/10/26
- ii. His own medical and dental expenses

\*Each party shall indemnify and hold the other party harmless from the debts and obligations assigned to them above.

23.The loan owing to Wells Fargo for the mortgage on the real property identified at Paragraph 17     above shall be handled as follows-

- a. The loan is in both parties' names.
- b. Brandon is solely responsible for the obligation and shall continue to service the monthly mortgage payments on the loan pending a refinance/other financing/assumption of the loan as addressed at Paragraph 17 above, indemnifying and holding Mariko harmless from the debt.

- c. There is a HELOC with MACU on the real property identified at Paragraph 17 above. The HELOC is in both parties' names and there is a \$0 balance owing on the account. Brandon shall have Mariko removed from the account within 90 days of the date of entry of the decree of divorce, or if he is unable to remove her from the account, the HELOC shall be closed. Neither party shall make any withdrawals or transfers from the account nor incur any charges on the account pending removing Mariko from the account or closing the account.
  - d. The Hawaiian Airlines Mastercard, Delta American Express card and Citi Simplicity card accounts shall be closed. Each of the accounts is currently at a zero balance, and neither party shall make any withdrawals, transfers or charges to the accounts. The parties shall cooperate in order to complete and sign any forms necessary to close the accounts, which shall be completed within 30 days after Mariko has been removed from the mortgage loan.
24. The retirement and investment accounts will be handled as follows:
- a. Mariko shall be awarded a Woodward share of Brandon's Local 312 pension, to be allocated to her via QDRO. The QDRO shall be prepared by Rori Hendrix, with the parties to share equally the preparation costs. The parties shall cooperate in order to provide to Rori any requested documents and information

(including but not limited to statements) needed in conjunction with preparation, and shall also complete and sign any forms and/or other documents required in order to complete the QDRO. The QDRO shall be subject to both party's review and approval prior to being filed with the Court.

- b. Mariko shall awarded the Betterment Roth IRA and Betterment Vacation (#1115) accounts as her sole and separate property free and clear of any claim or interest of Brandon.
- c. The Betterment Safety Net account (#4295) shall be handled as follows:
  - i. The total sum of \$10,000.00 shall be transferred out of this account into a separate Betterment investment account in Brandon and Logan's names. The funds in the account are solely for Logan's use and benefit, with Brandon and Logan to jointly manage the account and use of the funds in the account.\*
  - ii. The total sum of \$10,000.00 shall be transferred out of this account into a separate Betterment investment account in Mariko and Logan's names. The funds in the account are solely for Logan's use and benefit, with Mariko and Logan to jointly manage the account and use of the funds in the account.\*

- iii. After completion of the transfers addressed at Paragraphs 24 (c)(i and ii above), the remaining balance of the account shall be awarded to Mariko as her sole and separate property free and clear of any claim or interest of Brandon.

\*If Betterment will not allow two separate accounts to be opened for Logan, then the funds shall be transferred to investment accounts with a different financial institution.

25. The financial institution accounts shall be handled as follows:

- a. The joint AFCU (#1251) account shall be closed, with the parties to divide equally the funds in this account. The parties shall cooperate in order to complete and sign any forms necessary to close the account, which shall be completed within 30 days of the date of the Stipulation.
- b. Each party is awarded all financial institution accounts in their own names as their sole and separate property free and clear of any claim or interest of the other party. Specifically, Mariko is awarded her AFCU (#2556) account, and Brandon is awarded his AFCU (#3958, #8102, #8103 and #8101) and OE Federal Credit Union accounts.
- c. Mariko is awarded the AFCU (#4385) business account as her sole and separate property free and clear of any claim or interest of Brandon.

- d. Logan is awarded his AFCU (#2713) account as his sole and separate property free and clear of any claim or interest of either party.

26. Taxes shall be handled as follows:

- a. All state and federal tax returns for 2024 and prior joint filings are concluded and resolved without any outstanding issues, and all tax liability, refunds and stimulus funds have been allocated to the mutual satisfaction and agreement of the parties.
- b. The parties shall file joint personal state and federal tax returns for 2025, sharing equally any refund or liability. The returns shall be prepared by Jake Johnston, with the parties to share equally the cost to prepare and file the returns. Both parties shall cooperate in order to provide all documents and information to the tax preparer that are needed in order to prepare and timely file the returns. Both parties are entitled to review and sign off on the returns before they are filed.
- c. If any stimulus funds are issued in the future, which are based upon any joint tax filing, the parties shall share equally any such funds that are received. Whichever party receives the funds, that party shall promptly notify the other party in writing and tender to the other party that party's one-half share of the funds within one week of receipt.

- d. Commencing with the 2025 tax year and thereafter, Mariko is solely responsible for preparation of the business state and federal tax returns, including the costs to prepare and file the returns.
- e. Commencing with the 2026 tax year and each year thereafter, the parties shall file separate personal state and federal tax returns.

27. Mariko is awarded the business "Bodyworks Alignment, Inc" as her sole and separate property free and clear of any claim or interest of Brandon. Mariko is awarded the business, together with all business assets, equipment, accounts and property; which are awarded to her subject to any debt, liability and encumbrance thereon, which she shall hold Brandon harmless from.

28. Mariko shall continue to be covered under Brandon's health insurance policy until entry of the decree of divorce. Once the decree is entered, Mariko shall be removed from the policy and is responsible for her own health insurance coverage at her sole cost.

29. Each party is solely responsible for their own automobile/insurance coverage and associated premiums on the vehicles awarded to them at their own cost. The existing joint auto insurance policy shall be segregated as necessary and transferred to the appropriate party. The parties shall cooperate in order to complete and sign any forms necessary to effectuate

this provision, which shall be completed within 30 days of the date of the Stipulation.

30. Life insurance shall be handled as follows:

- a. Mariko shall be awarded the Transamerica whole life insurance policy, together with all cash value therein as her sole and separate property free and clear of any claim or interest of Brandon, and subject to all obligations and liabilities related thereto (including but not limited to monthly premiums); which shall be Mariko's sole responsibility and obligation and she shall hold Brandon harmless from.
- b. There is currently a term policy covering Brandon, a term policy covering Mariko and a term policy covering Logan. Within 30 days of the date of this Stipulation, each of these policies shall be canceled/terminated.

31. Neither party is awarded any alimony from the other now and forever in the future.

32. As and for a global property settlement, Brandon shall pay to Mariko the total sum of \$30,000.00, which sum shall not be assessed with, nor accrue interest (except in the event of non-payment as addressed below).

This total sum for the property settlement shall be paid as follows:

- a. The entire \$30,000.00 paid on or before 5:00 p.m. on 3/29/26.
- b. Brandon may pre-pay any portion or all of the property settlement without penalty.

- c. In the event that the property settlement is not tendered in full by 5:00 p.m. on 3/29/26, then any sum owing on the property settlement shall be reduced to judgment and shall accrue interest at the statutory rate, commencing 3/30/26.

33. At her sole option and election, Mariko may be restored to her maiden surname of "Lewis".

34. The following mutual restraining order shall be entered:

- a. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party (this provision shall not be construed to prohibit consensual contact between a party and family members of the other party). All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.
- b. The parties shall be mutually restrained from disparaging one another to the minor child, alienating, or otherwise interfering with the other's relationship with the minor child; or allowing any third party to do so.
- c. The parties shall not involve the minor child in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the minor child or the minor child's preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.



- d. Neither party shall use the other party's likeness, picture, name, identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.

35. The dogs Tucker and Leo shall be handled as follows:

- a. The dogs shall alternate residing with each party on a weekly basis, with exchanges Sundays at 7:00 p.m.
- b. Each party shall be responsible to provide their own food, toys and basic necessities for the dogs during the times the dogs are residing with them.
- c. The parties shall share equally all veterinary expenses.

36. The parties shall each pay their own attorney fees and costs incurred in this matter.

37. The Stipulation settles all claims and issues between the parties as of the date of the Stipulation. Accordingly, the parties expressly waived all such claims and interests, which are hereby extinguished.

38. The pretrial currently scheduled for 5/19/26 shall be stricken.

39. Both parties shall execute all documents required in order to effectuate the terms of the Stipulation and subsequent Decree of Divorce.

**\*Entered by the Court as indicated by the Seal at the top of the first page.\*\***

APPROVED AS TO FORM:

/s/ Kenneth Burton\*

Kenneth Burton

Attorney for Mariko Rowe

\*Electronic signature for Mr. Burton used with permission by Ron W. Haycock, Jr. received via email on April 10, 2026.

**NOTICE**

PLEASE TAKE NOTICE that the foregoing *Order on Motion to Enforce Hearing* will be submitted to the District Court for signature, upon the expiration of (7) seven days from the date of this Notice, unless written objection is filed prior to that time, pursuant to Utah R. Civ. P. 7 et seq.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 9<sup>th</sup> day of April, 2026, a true and correct copy of the foregoing was served to the following via the court's electronic filing service and email in compliance with Rule 5 of the Utah Rules of Civil Procedure.

Kenneth Burton  
BURTON LAW FIRM  
*Attorney for Respondent*

/s/ Ron W. Haycock, Jr. \_\_\_\_\_