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**IN THE SECOND DISTRICT COURT OF UTAH
IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH**

In the Matter of the Marriage of:

BRITNEY ELYSE OLSEN,

Petitioner,

and

JAMES DAVID COLLINGS,

Respondent.

DECREE OF DIVORCE

Civil No. **254700056**

Judge: **JENNIFER VALENCIA**

Commissioner: **JULIE WINKLER**

The above-entitled matter comes before the Court, the Honorable Judge Jennifer Valencia presiding. Petitioner is represented by Jake Cragun; Respondent is represented by Christopher M. Ault. The Court, having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, hereby orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. The Parties are hereby awarded a Decree of Divorce severing the bonds of matrimony between the parties on the grounds of irreconcilable differences, effective immediately upon entry.

CHILDREN OF THE PARTIES

2. Petitioner and Respondent are the parents of one child: Beau Brent-Collings (B.B.-C.), born June 5, 2025. The minor child resides in the State of Utah and is a bona fide resident of the State of Utah.

a. The issue of the child's name is reserved for trial.

CHILD CUSTODY, PARENT TIME, & PARENTING PLAN

3. **Legal Custody.** The parties shall be awarded joint legal custody of the minor child. If there is a disagreement, the parties shall work together to come to a decision. If the parties cannot agree, they shall mediate the issues and split the cost of mediation. If, after mediation, the parties are still unable to agree, they shall submit the matter to the Court for determination. The prevailing party at court may be awarded their attorney's fees and costs for bringing the matter before the court if the court finds that a party has attempted to frustrate the legal process and/or the rights of the other party.

a. As to school issues, the child shall attend school in Utah County, Alpine District, and his education will remain in Utah County, Alpine District.

b. As to religion, the child shall attend church with the parent exercising parent time if the parent so chooses. If an ordinance is to be performed in their religion, the father can perform all ordinances, provided he is worthy. The parties shall take the wishes of the child into consideration when determining if anyone other than the father will perform any ordinances.

c. As to non-emergency medical issues, the parties shall rely on the experts in the field in order to come to an agreement; if the parties are unable to agree, they will attend mediation to attempt to resolve the issue before putting the issue

before the Court for decision. The prevailing party may be awarded attorneys' fees and costs for bringing the issue to the courts if the court finds that a party has attempted to frustrate the legal process and/or the rights of the other party.

4. Physical Custody and Parent Time. Parent time shall be as the parties agree. If the parties are unable to agree, parent time shall be as follows:

- a. From the signing of the Stipulation until the child is 12 months old, Respondent shall have 4 hours on each Tuesday and Wednesday from 2 pm to 6 pm, and 8 hours on Saturday and Sunday every other weekend. This visitation shall occur at a location of Respondent's choosing.
- b. Beginning on the child's first birthday, Respondent shall begin exercising parent time, every other weekend, beginning Friday at 6 pm to Sunday at 8 pm. Additionally, Respondent shall be entitled to 3 midweek visits in each 2-week period, occurring on Tuesday after his weekend, and Monday and Tuesday after Petitioner's weekend, and which shall go from 3 pm to 8 pm.
- c. Beginning on the child's third birthday, Respondent shall begin exercising parent time, every other weekend beginning Friday at 6 pm to Sunday at 8 pm, as well as a weekly midweek visit on Monday and Tuesday, which shall go from 3 pm to 8 pm.
- d. Beginning on the child's first day in kindergarten, the parties shall exercise parent time consistent with § 81-9-305 on a 2/2/5 schedule with parent time as demonstrated herein:

2/2/5							
	Monda	Tuesday	Wednesday	Thursday	Friday	Saturda	Sunday

	y					y	
Week 1	DAD	DAD ENDS AT 8 PM	MOM	MOM ENDS AT 8 PM	DAD	DAD	DAD
Week 2	DAD	DAD ENDS AT 8 PM	MOM	MOM	MOM	MOM	MOM ENDS AT 8 PM

5. **Holiday and Extended Parent Time.** The parties shall be awarded holiday and extended parent time with the minor child as agreed upon by the parties. If the parties are unable to reach an agreement, then holiday and extended parent time shall be according to Utah Code Ann. § 81-9-304 until the child begins kindergarten, and § 81-9-305 after the child begins kindergarten and continuing until the expiration of the custody order, with Petitioner designated as the non-custodial parent. Until the minor child reaches the age of 1, holiday time with Respondent shall be limited to 4 hours, with Christmas being from 9 am until 1 pm.

6. **Summer Parent Time:** Beginning the summer after the minor child first attends Kindergarten, each parent shall be entitled to twenty-eight (28) days of extended summer parent-time each calendar year. Summer parent-time may be exercised in two or three segments. The Petitioner shall have priority in selecting summer parent-time in even-numbered years, and the Respondent shall have priority in odd-numbered years. The parent with priority shall provide written notice of their elected summer parent-time on or before April 1 of that year. The non-priority parent shall provide written notice of their selected summer parent-time on or before May 1 of that year.

7. **Transportation:** The party beginning their parent time shall provide transportation for the minor child from the child's residence, school, or any agreed-upon location.

8. Travel. Whenever the minor child travels out of state with either parent overnight or longer, the following shall be provided to the other parent at least two weeks in advance: (1) an itinerary of travel dates; (2) destinations; (3) places where the minor child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the minor child's location. The child may miss school for travel if the child is in good academic standing (passing all classes with a C or above).

9. Virtual Parent Time. The parties shall be entitled to reasonable access to the minor child during the other party's parent time for virtual parent time once the minor child is able to hold the phone on his own. Each party may contact the child once per day during a window between 6:30 pm and 8:30 pm. The child shall be allowed to contact either party at the child's discretion.

10. Right of First Refusal. Each party shall have the right of first refusal if the other party will be unavailable to care for 24 hours. The right of first refusal is not triggered if the parent is still available, such as the child spending the night at the grandparents' home.

11. Communication. The parties will communicate via AppClose or Our Family Wizard, unless both parties agree to an alternative method.

12. Advisory Guidelines. The parties shall adopt the Advisory Guidelines pursuant to Utah Code Ann. § 81-9-202 as the binding Parenting Plan. In addition, the parties shall abide by the following:

- a. Neither party shall consume any illicit drugs nor alcoholic beverages, while they have custody of the child.
- b. The parties shall cooperate in obtaining a passport for the minor child when either party requests a passport. The party first obtaining the passport

shall pay the costs associated with the passport. The parties shall cooperate in sharing the passport when it is needed.

c. The minor child shall not have any permanent procedures that alter the child's appearance, such as cosmetic surgery, piercings, tattoos, etc., without mutual consent of both parties, in writing;

d. Both parents shall focus on gentle parenting techniques, including loss of privileges, and implementation of consequences. Each household may discipline as deemed appropriate within these guidelines. Communication about this shall be via the court-appointed communication app.

e. The parties shall keep alcohol, prescription medication, and firearms (all firearms must be secured and stored away from children's access) in a secure location when the minor child is in his or her care;

f. The parties shall not introduce the minor child to a significant other until they have been dating that person for at least three (3) months;

g. Both parties shall have access to the minor child's school, church, medical, and other records, and shall include the other party as the parent on such records. The parties shall notify one another within twenty-four (24) hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored, and both parties shall be entitled to attend and participate fully;

h. The parties shall use their best efforts to communicate and share information with each other, whenever necessary, to convey information

regarding the minor child's school work, school schedule, medical and dental treatment, counseling, emotional needs, accomplishments, and other information appropriate to share with the other parent;

i. The parties shall notify the other parent of injury or illness as soon as reasonably possible involving the minor child;

j. The parties shall provide each other with the names and telephone numbers of teachers and others who work with the minor child at school, medically, or otherwise so that each party can initiate their own relationship with these professionals;

k. The parties shall share information relating to doctor or dentist appointments, sports, special lessons, new skills, new language development, discipline challenges, etc., regarding their minor child;

l. When a parent leaves the minor child in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided with the name and contact information of the caregiver;

m. The parties shall notify the other parent of any change of address, email address, cell phone number, and telephone number within twenty-four (24) hours of knowledge of the change;

n. The parent who has the minor child in his or her care may make minor day-to-day decisions regarding the minor child without having to consult with the other parent;

- o. For emergency purposes, whenever the minor child travels with either parent out of state, the traveling parent shall provide the other parent with an itinerary of travel dates, destinations, and places where the traveling parent and minor child can be reached at least two weeks in advance;
- p. Any International travel shall take into account that the child's father is a federal employee with a security clearance. Taking that into consideration, either parent may travel out of the country with the child during their parenting time, provided the destination is a Hague Convention country not subject to a U.S. State Department alert or warning. The child shall be required to adhere to the security procedures mandated by the Respondent's employer.
- q. The parties shall work together in a reasonable manner to accommodate each other and to provide the minor child consistency and stability;
- r. Special consideration shall be given by each parent to make the minor child available to attend family functions (which does not include regularly occurring weekly family dinners or events), including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule. The parties shall make every effort to schedule their activities during their parent-time;
- s. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication/virtual parent-time with the minor

child. The parent with the minor child in his or her care shall not interfere with the virtual parent-time as outlined above in Paragraph 13;

t. The parties shall not put the minor child in the middle of their disputes;

u. The parties shall not discuss with the minor child or in the minor child's presence adult issues, including the parties' legal proceedings or financially related issues of the parties;

v. The minor children shall not be used as messengers between the parents;

w. The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child, meaning they will have their own bed to sleep in and will not sleep in a bed with anyone other than a parent;

x. Each party shall have adequate clothing for the minor child at his or her residence, along with other necessities such as diapers and formula;

y. Neither parent shall question the minor child about the other parent's activities, personal relationships, or how the other parent spends his or her time or money;

z. Each parent shall be supportive and respectful of the other parent in the presence of the minor child;

aa. Both parties shall be restrained from saying or doing anything that would tend to diminish the minor child's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the minor child;

bb. The party with the minor child in his or her care shall be responsible for ensuring the minor child's homework is complete and for transporting the minor child to and from school on time;

cc. Communication regarding the minor child shall be directly between the parents and shall not involve third parties;

dd. Petitioner's home shall be designated the home residence for purposes of identifying the appropriate school in the Alpine District.

13. Petitioner's Income. Petitioner is currently self-employed; her income is imputed at approximately \$3,500.00 per month for child support purposes.

14. Respondent's Income. Respondent is currently employed and grosses approximately \$9,916.66 per month for child support purposes.

15. Child Support until Kindergarten. Using a sole custody worksheet to calculate child support for one child, Respondent shall be ordered to pay Petitioner \$928 per month in base child support. The child support amount is consistent with the Uniform Child Support Guidelines.

16. Child Support From Kindergarten Forward. Using a joint custody worksheet to calculate child support for one child, with Petitioner having 183 overnights and Respondent having 182 overnights, Respondent shall be ordered to pay Petitioner \$312.00 per month in base child support. The child support amount is consistent with the Uniform Child Support Guidelines

a. Child support shall be paid until (1) the minor child reaches the age of majority or graduates High School in the expected year of graduation, whichever occurs later, or (2) the minor child(ren) dies, marries, becomes a

member of the armed forces of the United States, or is emancipated in accordance with Utah Code Ann. § 78A-6-801.

b. Child Support shall be paid in twenty-six increments each year, with an equal proportion coming out of each pay period of the Respondent as long as he is required to make child support payments.

c. Respondent shall set up an automatic deposit to an account of Petitioner's choosing once he receives bank account information from Petitioner in writing.

d. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. § 62A-11 parts 4 and 5, and any Federal or State tax refunds or rebates due the obligor parent may be intercepted by the State of Utah and applied to any child support arrearages.

This income withholding procedure shall apply to existing and future payors/obligors. All income withheld shall be submitted to the Office of Recovery Services until such time as the obligor party no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, UT 84145-0011, unless the Office of Recovery Services gives notice that payments should be sent elsewhere.

17. School and Extracurricular Activities. The parties shall equally share the child's extracurricular activity and education expenses, to which both parties agree in writing.

18. The child shall remain enrolled in school in Utah County, with Petitioner being the custodial parent for school location purposes.
19. The parties shall allow the child to attend agreed-upon extracurricular activities during their parent time and shall have the child reasonably on time to said activities.
20. The parties shall take into consideration the preferences and desires of the minor child in relation to the child's attendance at extracurricular activities.
21. Proof of payment of said school fees and extracurricular activities shall be provided by the party enrolling the child in the activity to the other party within thirty (30) days of the payment, with reimbursement to occur within the following thirty (30) days. Any party unilaterally enrolling the minor child in extracurricular activities shall not interfere with the other party's parent time.
22. **Location of the Child.** The Petitioner shall relocate to Utah County within 60 days of the entry of the decree in this matter.
23. Should either parent desire to relocate with the child outside of Utah County, that parent shall provide at least 60 days written notice to the other party and strictly comply with the provisions of Utah Code Ann. § 81-9-209.
24. **Mutual Restraints.**
- a. Both parties shall be restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, name-calling, speaking derogatorily about the other parent in front of the child, speaking to the child about the issues in this case, or from attempting to influence the child's preferences regarding custody or visitation.

b. Both parties shall support the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes the child's best interest.

c. Both parties shall be restrained from discussing custody issues in front of the child or allowing a third party to do so. The parties shall also be restrained from discussing the child's relationships with the other parent in front of or with the child or from questioning, interrogating, or otherwise "pumping" the child. Neither party shall request or encourage the child to withhold information from the other party, which should otherwise be divulged to the other party by the other parent.

d. Both parties shall be mutually restrained from discussing the custody and issues related to the custody with anyone other than each other and/or professionals (e.g., attorney, doctor, therapist, etc.).

e. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between the parent and child during the other parent's parenting time.

MEDICAL AND HEALTH CARE EXPENSES

25. Pursuant to Utah Code Ann. § 81-6-208, one or both parties shall be required to maintain the child's medical, vision, and dental insurance if coverage is available at a reasonable cost. Whichever party is able to provide the best insurance for the best value shall be the primary, or sole, provider of coverage, as determined by the Parties or the Court.

- a. At the signing of this stipulation, Respondent is providing the medical insurance for the child. The present cost is \$186.33 biweekly, of which the child's portion is \$93.17 and Petitioner's portion is \$46.58, on a biweekly basis.
- b. As of January 1, 2025, this amount will change to \$212.42 of which the child's portion is \$106.21 and Petitioner's portion is \$53.11 on a bi-weekly basis.

26. If a parent remarries and the child is not covered by that parent's insurance but is covered by the stepparent's plan, the stepparent's plan shall be treated as if it were the plan of the remarried parent and shall retain the same designation as primary or secondary insurance.

27. The party who carries the insurance on the child shall provide proper verification of health, optical, hospital, dental, and other medical insurance coverage to the other party on or before January 2nd of each calendar year. Furthermore, each party shall notify the other of any insurance carrier, premium, or benefits change within thirty (30) days of the date they first knew or should have known of the change.

28. The parties shall be jointly and equally responsible for the out-of-pocket costs of the premium actually paid for the child's portion of the insurance. The child's portion of the premium is a per capita share of the premium actually paid for the family. It shall be calculated by dividing the premium amount by the number of persons covered under the policy and then multiplying the result by the number of minor children of the parties.

29. The parties shall be jointly responsible for all reasonable and necessary health, optical, hospital, dental, and other medical expenses of the child, including, but not limited to, out-of-pocket costs actually paid by either parent for the child's portion of health, optical, hospital, dental, and other medical insurance coverage, and all reasonable and necessary uninsured health,

optical, hospital, dental, and other medical expenses, including deductibles and co-payments, incurred for the child and actually paid by either parent.

30. If either party incurs health, optical, hospital, dental, and other medical expenses for the child, that party shall provide written verification of the costs and payment of such expenses to the other party within fifteen (15) days of payment and reimbursed within fifteen (15) days unless it reasonably takes longer to do so. In addition to any other sanctions the court provides, a parent incurring medical costs may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

31. The parties shall alternate routine medical appointments.

TAX DEDUCTIONS

32. The parties shall split the tax deduction for the minor child for purposes of filing state and federal taxes. In Odd tax years, the Petitioner shall be entitled to take the tax deduction. In even tax years, the Respondent shall be entitled to take the tax deduction.

MISCELLANEOUS

33. Real Property. During the course of the relationship, the parties did not acquire any real property. Respondent has premarital real property that shall be awarded to him free and clear of any claims by Petitioner. Should he request it, Petitioner shall sign a quit claim deed, quitting any claim she may have to the property.

34. Personal Property. During the course of the marriage, the parties acquired certain personal property, which has already been divided by the parties.

35. Debts. Respondent owes Petitioner \$16,000 for monies paid by Petitioner to Respondent to retire premarital debt. Respondent shall repay this amount within 12 months at 5% interest

per year, with interest accruing as of the date of signing the stipulation. If Respondent is able to repay this amount on or before March 15, 2026, there shall be no interest.

- a. The parties disagree whether Respondent owes Petitioner any funds above this amount, which shall be reserved for proof at trial.

36. Failure to Comply. If a party fails to comply with any of the provisions outlined in the Decree, the other party's obligations under said Decree shall not be affected.

37. If a party fails to comply with any of the provisions outlined in the Decree and the other party prevails in an enforcement action related to that failure to comply, the disobedient party shall be liable for 100% of the enforcing party's attorneys' fees and costs associated with said enforcement.

END OF DECREE

COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/

Jake Cragun
Attorney for Petitioner
signed by Christopher M. Ault
with permission from Jake Cragun

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

CERTIFICATE OF SERVICE

I certify that on December 29, 2025, I served a copy of the above document on the following people by the method indicated:

Jake Cragun Attorney for Petitioner	<input type="checkbox"/> Mail <input type="checkbox"/> Electronic filing <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Left at business <input type="checkbox"/> Left at home
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/s/ Marina Johnson
Marina Johnson