



Jared T. Hales, #10767
Kimberly Read, #19995
McCONKIE HALES & JONES
4055 South 700 East, Suite 205
Salt Lake City, UT 84107
Telephone: (801) 883-9649
Email: Jared@mcconkiehales.com
kim@mcconkiehales.com

Attorneys for Petitioner

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

IN THE MATTER OF THE MARRIAGE
OF:

JORDAN KEITH BROCK,

Petitioner,

And

PEYTON VAN QUILL BROCK,

Respondent.

DECREE OF DIVORCE

Case No. 254701660

Judge: Blaine Rawson

Commissioner: Christina Wilson

BASED UPON the Verified Petition, the Stipulation and Settlement Agreement (the
“Agreement”) entered into by the parties and on file with the Court, the Affidavit of Jurisdiction
and Grounds, and the Court, having previously entered Findings of Fact and Conclusions of Law
and being fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGE AND DECREED

1. Petitioner and Respondent are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to be final upon entry.

PARENTING PLAN

Joint Physical Custody / Parent-time

2. Custody. The Parties are awarded joint physical and legal custody of their minor children, as set forth herein, with Mother being designated as the residential parent for school purposes only.

3. Parent-time. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
<i>Week 1</i>	Mother	Mother	Father	Father	Mother	Mother	Mother
<i>Week 2</i>	Mother	Mother	Father	Father	Father	Father	Father

a. Parent time shall be pursuant to Utah Code §81-9-305. The parties shall exercise 50/50 physical custody, such that Mother exercises parent-time every Monday overnight and Tuesday overnight with drop off to school on Wednesday morning or 9 a.m. when school is not in session. Father shall exercise parent-time every Wednesday overnight and Thursday overnight with drop off to school on Friday morning or 9 a.m. when school is not in session. The weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with drop off to school or 9 a.m. when school is not in session.

4. Extended Parent-time. During the summer, each party will receive two (2) uninterrupted weeks of parent-time. Neither party will stack their summer extended parent time on their normal or holiday parent time, meaning neither party shall have more than 14 days in a row.
5. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks with the children by May 1 each year with the Mother having first choice of extended time in even numbered years and the Father having first choice of extended time in odd numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non-complying parent.
6. Holidays. The parties shall exercise holiday parent time as they can agree, but in the event they cannot agree, they shall follow Utah Code §81-9-303 with Mother acting as the “Custodial Parent” and Father acting as the “Noncustodial Parent” for interpreting the statute, as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother

President's Day	<p>(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.</p>	Mother	Father
Spring Break	<p>(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break.</p> <p>(2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.</p>	Father	Mother
Memorial Day	<p>(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.</p>	Mother	Father
Mother's Day	<p>(1) Holiday begins on Mother's Day at 9 a.m.</p> <p>(2) Holiday ends on Mother's Day at 7 p.m.</p>	Mother	Mother
Father's Day	<p>(1) Holiday begins on Father's Day at 9 a.m.</p> <p>(2) Holiday ends on Father's Day at 7 p.m.</p>	Father	Father

Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Mother	Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Father	Mother
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Mother	Father
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Father	Mother

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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Mother	Father
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Father	Mother
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; or (b) the time school is regularly dismissed 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 7 p.m.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Mother	Father
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Father	Mother

Joint Legal Custody

7. Joint Legal Custody. The parties shall share joint legal custody of the children.

a) With respect to minor day-to-day decisions, the parent in charge of the children during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the children without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the children, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

b) With respect to major decisions, such as those matters pertaining to the health, education, and religion of the children, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the children, the parties shall adhere to the following dispute resolution procedure:

i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.

ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.

- iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
 - iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
 - v. Mediation: If a decision still cannot be reached, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50.
 - vi. Court Review: If the parties still cannot agree either party may bring the issue before the court.
 - vii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.
- c) Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court.

Communication

- 8. Communication. The parties will discuss all parenting concerns via e-mail or text and will not use their children to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.
- 9. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the

form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

Miscellaneous Parenting Provisions

10. Relocation. The parties agree to raise the children in Davis County. If either party moves out of Davis County, the parties will be bound by the 60-day notice requirements of Utah Code §81-9-209.

11. Travel. When the children travel with either parent overnight, all of the following will be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and,
- d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

12. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.

13. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

14. Mutual Restraining.

a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the children and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.

b. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

c. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

d. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.

15. First Right of Refusal. Each parent will have first option to provide care for the children over any other third party if the parent responsible for the children is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the children when the parent is available and in town shall not trigger the first right of refusal.

16. Dispute Resolution. If the parties have any future disagreement pertaining to their children generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

17. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls

a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

18. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

19. Transportation for the Children. The parties will utilize school-to-school or child care exchanges when possible. If school to school or child care exchanges are not possible, and Mother does not have transportation for the children Father or other third parties will provide the transportation.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

20. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. The Mother's gross monthly imputed income is \$1,560.00 per month. The Father's gross monthly income is \$7,541.00 per month. The Mother has 183 overnights and the Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$530.00 per month. Child support shall commence the month immediately Mother moving from the marital home. Unless the Court

orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

21. 1Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.

a. 2Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. 3Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. 4The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30

days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

d. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent's health, hospital, or dental insurance plan but are covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

e. If the parties have double coverage for insurance, each party shall pay their own insurance policy premium.

f. A parent who provides health insurance may receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

22. Childcare Expenses. Each party shall be responsible for their own child care costs without reimbursement from the other party.

23. Dependency Exemption. The parties will share the dependency exemption for the minor children as follows:

a. While there are two minor children, the parties will each receive one child as a dependency exemption. Mother will claim the oldest child and Father will claim the youngest child.

b. When there is only one minor child, the parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption for even-numbered tax years.

c. Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

24. Taxes. The parties will equally share any tax refund for 2025. Father shall pay Mother her ½ portion within 7 days of receiving the funds.

25. Real Property. The marital property located at 3 East Golden Avenue, Layton UT, will be awarded to Father with all debts and liabilities. Mother will move out of the home no later than the last day of May 2026. Father shall hold Mother harmless on all debts and liabilities associated with the home. As part of a global settlement herein and his separate down payment on the home, Father is awarded 100% equity from the home.

26. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2017 Subaru	Father
2009 Chevy Truck	Father

a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

27. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on any debt in their own respective names.

a. Accumulation of Debt. Neither party will incur any additional liability on joint credit cards.

b. Other Debts. The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

28. Checking and Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The joint accounts shall be signed over to Mother.

29. Retirement Accounts. Each party will be awarded the retirement accounts in their own respective name if any and will waive all claim to the other party's retirement.

30. Name. Mother will have the option of restoring her name to Peyton Van Quill.

31. Alimony. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

32. Property Settlement. Father shall pay Mother a property settlement of \$54,000.00 within 14 days of the date of the stipulation.

33. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

34. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

*******END OF ORDER*******
*****EXECUTED AND ENTERED BY THE COURT AS INDICATED**
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING***

Approved as to Form:

/s/ Christopher Ross
Christopher Ross
Attorney for Respondent

**NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES
OF CIVIL PROCEDURE TO THE PARTIES AND THEIR COUNSEL**

NOTICE IS HEREBY GIVEN that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, this Order prepared by Petitioner shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

March 20, 2026.

Petitioner

McCONKIE HALES & JONES

/s/ Jared T. Hales
Jared T. Hales, *Attorney for*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of April, 2026, I caused a true and correct copy of the foregoing to be served, pursuant to Utah Rule of Civil Procedure 5(b), on the following person(s), by the means indicated herein.

Christopher Ross
Attorney for Respondent

_____ U.S. Regular Mail
_____ Hand Delivery
_____ Facsimile Transmission
X_____ E-filing/Emailing

/s/ Sarah Wells _____
Sarah Wells