

Susana Elizabeth Brewer
Name
1938 W 800 N
Address
Clinton, Utah 84015
City, State, Zip
801-941-1295
Phone
semunoz1333@gmail.com
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In the Court of Utah

SECOND Judicial District DAVIS County

Court Address 800 WEST STATE STREET, FARMINGTON, UT 84025

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Susana Elizabeth Brewer

(name of Petitioner)

and

Trevor Adam Brewer

(name of Respondent)

Other parties (if any)

Divorce Decree

264700457

Case Number

Rawson

Judge

Wilson

Commissioner (domestic cases)

The court decrees:

Divorce

1. Susana Elizabeth Brewer is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Susana Elizabeth Brewer. The divorce will become final upon entry of the divorce decree.

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

2. **Susana Elizabeth Brewer** and **Trevor Adam Brewer** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

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

Minor Children

a.

ChildName: **Rio JoseBrewer**

DateofBirth: **Jul 14, 2022**

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

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

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

a.

ChildName: **Rio Jose Brewer**

DateofBirth: **Jul 14, 2022**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jul 14, 2022**

Address: **1938 W 800 N, Clinton, Utah 84015 United States**

(1).

Caretaker at this address: **Susana Elizabeth Brewer**

Caretaker current address: **1938 W 800 N, Clinton, Utah 84015 United**

States

(2).

Caretaker at this address: **Trevor Adam Brewer**

Caretaker current address: **1938 W 800 N, Clinton, Utah 84015 United**

States

Children – Other court proceedings

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

I say the following:

5. There are no custody, child support, or parent-time cases about **Susana Elizabeth Brewer** and **Trevor Adam Brewer's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Susana Elizabeth Brewer** and **Trevor Adam Brewer** have physical custody of our

child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Susana Elizabeth Brewer** and **Trevor Adam Brewer**.

Children - custody

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

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

8. The children should reside in **Susana Elizabeth Brewer's** home **183** overnights each year and in **Trevor Adam Brewer's** home **182** overnights each year.

Income: Petitioner (Susana Elizabeth Brewer) (Utah Code 81-6-203)

9. **Susana Elizabeth Brewer's** gross monthly income for child support purposes is

\$4750. **Susana Elizabeth Brewer** receives the following gross monthly income:

- a. **Susana Elizabeth Brewer** does not have any countable income from any source.
- b. **Susana Elizabeth Brewer** does not have any income from employment.
- c. **Susana Elizabeth Brewer** is employed at **LearnUpon**. **Susana Elizabeth Brewer** earns **\$4750** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Trevor Adam Brewer) (Utah Code 81-6-203)

10. **Trevor Adam Brewer's** gross monthly income for child support purposes is \$ **6250**.

Trevor Adam Brewer receives the following gross monthly income:

- a. **Trevor Adam Brewer** is employed at **HH2 Cloud Services**. **Trevor Adam Brewer** earns **\$6250** gross (pre-tax) monthly income working a 40-hour a week job or less.

11. The adjusted gross monthly income for **Trevor Adam Brewer** is \$ **6250**.

Parent-time for special occasions

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

Holiday	Period	Trevor Adam Brewer	Susana Elizabeth Brewer
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.	Odd years	Even years
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.	Even years	Odd years
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.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
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.	Odd years	Even years
Thanksgiving Break	(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.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; 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.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
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 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.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child;	Even years	Odd years

Holiday	Period	Trevor Adam Brewer	Susana Elizabeth Brewer
	(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 President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (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.	Odd years	Even years
Memorial 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 Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years: Susana Elizabeth Brewer is the mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years: Trevor Adam Brewer is the father	
Summer Break	General Summer Rotation Except as modified by the "Uninterrupted Time" provisions below, the parties shall continue to follow the regular 2-3 residential schedule throughout the summer break. Pre-School Age Provision (Current – Age 5) Until the child begins kindergarten or reaches age five (5), whichever occurs first, each parent shall have the option to extend one of their scheduled three-day weekends into a five-day block twice per summer. Notice Requirement: The parent exercising this option must provide written notice to the other parent no later than May 1st of each year. Scheduling Requirements: These five-day blocks may not be consecutive and must be separated by at least two (2) weeks of the regular rotational schedule. School Age Provision (Age 5+) Beginning the first summer after the child enrolls in kindergarten (or reaches age five (5)), the optional five-day extension shall terminate. In its place, each parent shall be entitled to two (2) weeks of uninterrupted parent-time during the summer. Nature of Parent-Time: The two weeks may be exercised either: consecutively as one fourteen (14) day block, or separately as two seven (7) day blocks, at that parent's discretion. Notice Requirement: Notice of selected dates shall be provided no later than May 1st of each year.	Odd years	Even years

Holiday	Period	Trevor Adam Brewer	Susana Elizabeth Brewer
	Priority Selection: In even-numbered years, Susana shall have first priority of choice. In odd-numbered years, Trevor shall have first priority of choice. Child's Wishes / Flexible Visitation During any extended or uninterrupted summer parent-time period (whether the five-day extension or the two-week block), should the child express a desire to visit or communicate with the other parent, the parent exercising parent-time shall make the child reasonably available for such visitation or communication. The parties agree to facilitate this "open-door" access reasonably in support of the child's emotional well-being, provided such requests do not unreasonably interfere with travel plans, scheduled activities, or pre-planned vacations. Right of First Refusal (ROFR) Pursuant to Utah Code § 81-9-202, the parties agree to the following Right of First Refusal provisions: Triggering Event: If the parent exercising parent-time is unable to personally care for the child for a period exceeding four (4) hours due to work, travel, or other obligations, that parent shall first contact the other parent and offer them the opportunity to provide care for the child. Response Time: The off-duty parent shall have one (1) hour to accept or decline the offer. Surrogate Care: Only if the off-duty parent declines or is unavailable may the on-duty parent engage a third-party caregiver, including but not limited to a babysitter, relative, or other caregiver. Transportation: The parent accepting additional time under this Right of First Refusal provision shall be responsible for picking the child up. (1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day		
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. (1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m. (1) Holiday begins on July 23rd at 6 p.m.	Even years	Odd years
Independence Day	(2) Holiday ends on July 25th at 6 p.m. (1) Holiday begins at 3 p.m.	Even years	Odd years
Pioneer Day	(2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's	Even years	Odd years
Day of Child's Birthday	birthday. (1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's	Even years	Odd years
Day Before or After Child's Birthday	birthday. Susana Elizabeth Brewer will have parent-time each year on Susana Elizabeth Brewer's birthday from 3:00 p.m. until the	Odd years	Even years
Susana Elizabeth Brewer's Birthday			All years

Holiday	Period	Trevor Adam Brewer	Susana Elizabeth Brewer
	following morning when Susana Elizabeth Brewer delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Trevor Adam Brewer's Birthday	Trevor Adam Brewer will have parent-time each year on Trevor Adam Brewer's birthday from 3:00 p.m. until the following morning when Trevor Adam Brewer delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Holiday	Period	Noncustodial Years	Custodial Years
Christmas Eve	(1) Holiday begins at 9 a.m. December 24th (2) Holiday ends at 9 a.m. December 25th With regard to Christmas Eve holiday parent-time, both parties agree to reasonably consider the wishes and preferences of the minor child concerning where the child desires to spend Christmas Eve, Christmas Day, related family traditions, and holiday gatherings, taking into account the child's age and maturity. The parties further agree to reasonably cooperate and make good faith efforts to accommodate important family	Odd Years	Even Years

Holiday	Period	Noncustodial Years	Custodial Years
	traditions, celebrations, and holiday events with the other parent when practicable and in the best interest of the child		
Christmas Day	(1) Holiday begins at 9 a.m. December 25th (2) Holiday ends at 9 a.m. December 26th With regard to Christmas holiday parent-time, both parties agree to reasonably consider the wishes and preferences of the minor child concerning where the child desires to spend Christmas Eve, Christmas Day, related family traditions, and holiday gatherings, taking into account the child's age and maturity. The parties further agree to reasonably cooperate and make good faith efforts to accommodate important family traditions, celebrations, and holiday events with the other parent when practicable and in the best interest of the child	Even Years	Odd Years
New Years Eve	(1) Holiday begins at 9	Odd Years	Even Years

Holiday	Period	Noncustodial Years	Custodial Years
	a.m. December 31st (2) Holiday ends at 9 a.m. January 1st		
Easter	(1) Holiday begins at 9 a.m. Easter Sunday (2) Holiday ends at 8:30 p.m. Easter Sunday	Even Years	Odd Years

Parent-time transfers

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

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

Curbside transfers

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

Decision-making

15. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

16. The school the children will attend is based on **Susana Elizabeth Brewer's** home residence.

17. Susana Elizabeth Brewer and Trevor Adam Brewer has authority to check the children out of school. Susana Elizabeth Brewer and Trevor Adam Brewer has access to the children during school. If the parents cannot agree, education decisions will be made by Susana Elizabeth Brewer.

Communication with each other

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

Communication with the children

19. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

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

- By any method

21. Other terms about communication with the children: **Neither parent shall engage in any conduct, communication, or behavior that induces guilt, shame, or discouragement in the child regarding communication with the other parent. The child shall be permitted to communicate freely with either parent at any time, and neither parent shall use language or actions that directly or indirectly dissuade or interfere with such communication.**

Records and information sharing

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

Travel by the children

23. 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.

24. If the children will be travelling for more than **4** 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 **14** days in advance. In case of emergency, the parent will provide as much notice as possible.

25. Other agreements about travel by the children: **Travel outside of the country must be arranged within 60 days and agreed upon, with a set itinerary within 30 days of travel date. While away, the child must have available access to communicate with the other parent should they desire.**

Child care

26. A childcare provider for our children must be:

- A licensed child care provider.
- A relative, friend, or neighbor.

27. Other terms about child care: **Must be mutually agreed upon and can be revisited at any time with the safety and best interest of the child in mind.**

Relocation of a parent

28. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.

29. Other terms about relocating: **In the event either parent relocates more than thirty (30) miles from their current residence, the parties agree that the parent-time schedule and related arrangements may be reviewed and modified as necessary at that time at the expense of the parent who initiated the move.**

30. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved.**

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

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

Resolving disputes

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

a. Mediation

34. Other agreements about resolving disputes:

b. **In the event the parties are unable to reach agreement on any issue concerning the minor child, the parties shall first make a good faith effort to resolve the dispute between themselves. If the dispute remains unresolved, the parties shall participate in mediation as required by Utah law. Should mediation fail to resolve the matter, Susana Elizabeth Brewer shall have final decision-making authority. Nothing herein shall preclude Trevor Adam Brewer from seeking review or modification of the decision by filing an appropriate motion with the Court pursuant to Utah law. Should Trevor Adam Brewer desire to challenge Susana Elizabeth Brewer's decision he must file the motion within 30 days of receipt of Susana's decision.**

Changing the plan

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

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

END OF PARENTING PLAN

Income: Petitioner (Susana Elizabeth Brewer) (Utah Code 81-6-203)

36. **Susana Elizabeth Brewer's** gross monthly income for child support purposes is **\$4750**. **Susana Elizabeth Brewer** base child support amount using the **joint** custody calculation is **\$469**. **Susana Elizabeth Brewer** receives the following gross monthly income:

37. **Susana Elizabeth Brewer's** gross monthly income for child support purposes is **\$4750**. **Susana Elizabeth Brewer** receives the following gross monthly income:

- a. **Susana Elizabeth Brewer** does not have any countable income from any source.
- b. **Susana Elizabeth Brewer** has no recent work history. The court should consider **Susana Elizabeth Brewer's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. The adjusted gross monthly income for **Susana Elizabeth Brewer** is **\$4750**.
- d. **Susana Elizabeth Brewer** is voluntarily unemployed. Based on **Susana Elizabeth Brewer's** work experience, **Susana Elizabeth Brewer** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)
- e. **Susana Elizabeth Brewer's** occupation is unknown. The court should consider **Susana Elizabeth Brewer** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- f. **Susana Elizabeth Brewer** is employed at **LearnUpon**. **Susana Elizabeth Brewer** earns **\$4750** gross (pre-tax) monthly income working a 40-hour a week job or less.
- g. **Susana Elizabeth Brewer** is employed at **LearnUpon** and grosses **\$4750** per month. **Susana Elizabeth Brewer** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Susana Elizabeth Brewer's** work experience, gross monthly income should be attributed to **Susana Elizabeth Brewer** in the amount of **\$0** per month. (Utah Code 81-6-203)
- h. **Susana Elizabeth Brewer** has normally and consistently earned **\$0** per month in overtime or additional employment above **Susana Elizabeth Brewer's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))
- i. **Susana Elizabeth Brewer** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, Social Security Disability Insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))
- j. **Susana Elizabeth Brewer** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).
- k. **Susana Elizabeth Brewer** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income,

Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits.

This income does not count for child support purposes, (Utah Code 81-6-203(7)).

l. **Susana Elizabeth Brewer** has the following income from any of these sources:

m. **Susana Elizabeth Brewer** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Susana Elizabeth Brewer** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

o. **Susana Elizabeth Brewer** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

Income: Respondent (Trevor Adam Brewer) (Utah Code 81-6-203)

38. **Trevor Adam Brewer's** gross monthly income for child support purposes is **\$6250**.

Trevor Adam Brewer's base child support amount using the **joint** custody calculation is **\$621**. **Trevor Adam Brewer** receives the following gross monthly income:

39. **Trevor Adam Brewer's** gross monthly income for child support purposes is **\$6250**.

Trevor Adam Brewer receives the following gross monthly income:

a. **Trevor Adam Brewer** does not have any countable income from any source.

b. **Trevor Adam Brewer** has no recent work history. The court should consider **Trevor Adam Brewer's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

c. **Trevor Adam Brewer** is voluntarily unemployed. Based on **Trevor Adam Brewer's** work experience, **Trevor Adam Brewer** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)

d. **Trevor Adam Brewer's** occupation is unknown. The court should consider **Trevor Adam Brewer** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(c) and (d))

e. **Trevor Adam Brewer** is employed at **HH2 Cloud Services**. **Trevor Adam Brewer** earns **\$6250** gross (pre-tax) monthly income working a 40-hour a week job or less.

f. **Trevor Adam Brewer** is employed at **HH2 Cloud Services** and grosses **\$6250** per month. **Trevor Adam Brewer** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Trevor Adam Brewer's** work experience, gross monthly income should be attributed to **Trevor Adam Brewer** in the amount of **\$0** per month. (Utah Code 81-6-203)

g. **Trevor Adam Brewer** has normally and consistently earned **\$0** per month in overtime or additional employment above **Trevor Adam Brewer's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))

h. **Trevor Adam Brewer** receives **\$0** per month in public benefits from social security,

workers' compensation, unemployment compensation, income replacement disability insurance, Social Security Disability Insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

i. **Trevor Adam Brewer** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

j. **Trevor Adam Brewer** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits.

This income does not count for child support purposes, (Utah Code 81-6-203(7)).

k. **Trevor Adam Brewer** has the following income from any of these sources:

l. **Trevor Adam Brewer** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

m. **Trevor Adam Brewer** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Trevor Adam Brewer** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

40. The adjusted gross monthly income for **Trevor Adam Brewer** is **\$6250**.

Income: Petitioner (Susana Elizabeth Brewer) (Utah Code 81-6-203)

41. **Susana Elizabeth Brewer's** gross monthly income for child support purposes is **\$4750**. **Susana Elizabeth Brewer** base child support amount using the **joint** custody calculation is **\$469**. **Susana Elizabeth Brewer** receives the following gross monthly income:

42. **Susana Elizabeth Brewer's** gross monthly income for child support purposes is **\$4750**. **Susana Elizabeth Brewer** receives the following gross monthly income:

a. **Susana Elizabeth Brewer** does not have any countable income from any source.

b. **Susana Elizabeth Brewer** has no recent work history. The court should consider **Susana Elizabeth Brewer's** wage to be the federal minimum wage of **\$7.25** an hour.

This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

c. The adjusted gross monthly income for **Susana Elizabeth Brewer** is **\$4750**.

d. **Susana Elizabeth Brewer** is voluntarily unemployed. Based on **Susana Elizabeth Brewer's** work experience, **Susana Elizabeth Brewer** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)

e. **Susana Elizabeth Brewer's** occupation is unknown. The court should consider **Susana Elizabeth Brewer** wage to be the federal minimum wage of **\$7.25** an hour. This

is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))

f. **Susana Elizabeth Brewer** is employed at **LearnUpon**. **Susana Elizabeth Brewer** earns **\$4750** gross (pre-tax) monthly income working a 40-hour a week job or less.

g. **Susana Elizabeth Brewer** is employed at **LearnUpon** and grosses **\$4750** per month. **Susana Elizabeth Brewer** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Susana Elizabeth Brewer's** work experience, gross monthly income should be attributed to **Susana Elizabeth Brewer** in the amount of **\$0** per month. (Utah Code 81-6-203)

h. **Susana Elizabeth Brewer** has normally and consistently earned **\$0** per month in overtime or additional employment above **Susana Elizabeth Brewer's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))

i. **Susana Elizabeth Brewer** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))

j. **Susana Elizabeth Brewer** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).

k. **Susana Elizabeth Brewer** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).

l. **Susana Elizabeth Brewer** has the following income from any of these sources:

m. **Susana Elizabeth Brewer** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.

n. **Susana Elizabeth Brewer** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.

o. **Susana Elizabeth Brewer** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

Income: Respondent (Trevor Adam Brewer) (Utah Code 81-6-203)

43. **Trevor Adam Brewer's** gross monthly income for child support purposes is **\$6250**. **Trevor Adam Brewer's** base child support amount using the **joint** custody calculation is **\$621**. **Trevor Adam Brewer** receives the following gross monthly income:

44. **Trevor Adam Brewer's** gross monthly income for child support purposes is **\$6250**. **Trevor Adam Brewer** receives the following gross monthly income:

- a. **Trevor Adam Brewer** does not have any countable income from any source.
- b. **Trevor Adam Brewer** has no recent work history. The court should consider **Trevor Adam Brewer's** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(6)(c) and (d))
- c. **Trevor Adam Brewer** is voluntarily unemployed. Based on **Trevor Adam Brewer's** work experience, **Trevor Adam Brewer** is capable of earning **\$0.00** per hour, or **\$0** per month. (Utah Code 81-6-203)
- d. **Trevor Adam Brewer's** occupation is unknown. The court should consider **Trevor Adam Brewer** wage to be the federal minimum wage of **\$7.25** an hour. This is a gross monthly income of **\$1257**. (Utah Code 81-6-203(c) and (d))
- e. **Trevor Adam Brewer** is employed at **HH2 Cloud Services**. **Trevor Adam Brewer** earns **\$6250** gross (pre-tax) monthly income working a 40-hour a week job or less.
- f. **Trevor Adam Brewer** is employed at **HH2 Cloud Services** and grosses **\$6250** per month. **Trevor Adam Brewer** is voluntarily underemployed and is capable of working at a job which pays more. Based upon **Trevor Adam Brewer's** work experience, gross monthly income should be attributed to **Trevor Adam Brewer** in the amount of **\$0** per month. (Utah Code 81-6-203)
- g. **Trevor Adam Brewer** has normally and consistently earned **\$0** per month in overtime or additional employment above **Trevor Adam Brewer's** full time pay. This income counts for child support purposes. (Utah Code 81-6-203(2))
- h. **Trevor Adam Brewer** receives **\$0** per month in public benefits from social security, workers' compensation, unemployment compensation, income replacement disability insurance, or payments from "nonmeans-tested" government programs. This income counts for child support purposes. (Utah Code 81-6-203(2))
- i. **Trevor Adam Brewer** receives **\$0** per month in public benefits from the Family Employment Program (T.A.N.F./F.E.P). This income does not count for child support purposes. (Utah Code 81-6-203(7)).
- j. **Trevor Adam Brewer** receives **\$0** per month in public benefits from a housing subsidy program, the Job Training Partnership Act, Supplemental Security Income, Social Security Disability Insurance, Medicaid, SNAP, General Assistance, or other similar means-tested welfare benefits. This income does not count for child support purposes, (Utah Code 81-6-203(7)).
- k. **Trevor Adam Brewer** has the following income from any of these sources:
 - l. **Trevor Adam Brewer** is ordered to pay and is paying **\$0.00** per month in alimony in another case. This amount is subtracted from their gross monthly income for the child support calculation.
 - m. **Trevor Adam Brewer** is ordered to pay **\$0.00** per month in child support for children not part of this case. This amount is subtracted from their gross monthly income for the child support calculation.
 - n. **Trevor Adam Brewer** has other children that are not in common to both parties and who are not part of this case. **\$0.00** may be subtracted from their gross monthly income

for the child support calculation based on a Child Support Obligation Worksheet - Parent's Home Worksheet.

45. The adjusted gross monthly income for **Trevor Adam Brewer** is **\$6250**.

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

46. **SusanaElizabeth Brewer** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are The parties acknowledge that the calculated child support obligation is \$86.00 per month; however, by mutual agreement and for ease of calculation and administration, the parties agree that the child support obligations shall be rounded up and set at \$90.00 per month..

47. It is in the best interest of the children that **Trevor Adam Brewer** be ordered to pay child support to **SusanaElizabeth Brewer** as follows:

a. **\$90.00** per month. This deviates from the Utah Uniform Child Support Guidelines.

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

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

48. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

49. Child support will be paid as follows:

Direct Payment of Child Support / No ORS Collection at This Time: The parties stipulate and agree that child support shall be paid directly between the parties and shall not be collected through the Utah Office of Recovery Services at this time. Father shall pay to Mother the sum of \$90.00 per month beginning on July 31, 2026, and continuing monthly on the last day of each month thereafter pursuant to the terms of this Decree. Proof of payment shall be maintained by both parties. Either party may later apply for services through ORS or seek income withholding as permitted by Utah law. The parties request that immediate income withholding be suspended so long as child support remains current pursuant to Utah law.

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

51. **Trevor Adam Brewer** will pay any ORS fees. If **Susana Elizabeth Brewer** is the ORS applicant and the fees are withheld from payments to **Susana Elizabeth Brewer**, **Trevor Adam Brewer** will reimburse **Susana Elizabeth Brewer**.

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

53. The parties will do the following for child related support or expenses:

a. In addition to any base child support ordered, the parties agree that all reasonable and necessary expenses incurred specifically for the benefit of the child(ren) shall be divided equally between the parties, with each party responsible for fifty percent (50%) of such costs, unless otherwise agreed in writing. Covered expenses include, but are not limited to: Child care and daycare expenses Preschool and school-related expenses School supplies, fees, uniforms, technology, and educational materials Extracurricular activities, sports, clubs, lessons, camps, and associated equipment or travel directly related to participation Medical, dental, orthodontic, vision, mental health, therapy, counseling, and prescription expenses not otherwise covered by insurance Health insurance premiums attributable to the child(ren) Tutoring or other educational support services Reasonable transportation costs directly related to the child(ren)'s activities or care Excluded expenses include personal discretionary family expenses not specifically for the child(ren), including but not limited to family vacations with one parent, entertainment chosen solely by one parent, or expenses primarily benefiting other household members. Unless otherwise impracticable, the parent incurring the expense shall provide documentation or receipts to the other parent within a reasonable time, and reimbursement shall be made within 14 days of receipt of documentation. Both parties shall reasonably consult one another before incurring substantial non-emergency expenses.

b. Temporary Hardship Assistance Provision In the event either party experiences a temporary financial hardship affecting their ability to provide for the child(ren)'s reasonable day-to-day needs, the parties agree to communicate in good faith and reasonably cooperate to ensure the child(ren)'s needs continue to be met. Such needs may include food, clothing, school supplies, childcare, medical needs, extracurricular activity costs, hygiene items, and other reasonable child-related necessities. Any temporary assistance provided by one party beyond their normal obligations shall not constitute a permanent modification of child support or ongoing financial responsibility unless otherwise agreed to in writing by the parties or ordered by the Court.

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

Dependent children for tax purposes

55. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

56. **Susana Elizabeth Brewer** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **TrevorAdamBrewer**

may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

57. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

58. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

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

- **Trevor Adam Brewer's** insurance will be primary coverage.
- **Susana Elizabeth Brewer'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:

- **Trevor Adam Brewer's** spouse's insurance will be primary coverage.
- **Susana Elizabeth Brewer's** spouse's insurance will be secondary coverage.

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

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

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

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

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

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

- a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.
- b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.
- c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

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

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

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

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

Vehicles

62. Vehicles will be divided as follows:

a.

Year: **2015**
Make: **Ford**
Model: **Mustang**
VIN: **1FATP8EM8F5343028**
Owner (before divorce): **Susana Munoz**
Current value: **\$11,820.00**
Amounts Estimated: **yes**
Basis of Estimation: **Kelley Blue Book**
Ownership After Divorce: **Susana Elizabeth Brewer**
Loan: **N/A**

b.

Year: **2015**
Make: **Infiniti**
Model: **Qx60**
VIN: **5N1AL0MMXFC555484**
Owner (before divorce): **Susana Brewer**
Current value: **\$6,296.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelley Blue Book**

Ownership After Divorce: **Title Transfer: Susana Elizabeth Brewer shall sign over the title and provide any necessary documentation to Trevor Adam Brewer within fourteen (14) days of the signing of this agreement. Liability: Trevor Adam Brewer shall be responsible for all costs associated with the vehicle, including registration, insurance, and maintenance, effective immediately. Home Equity Credit (The "Buyout" Offset): The parties have agreed that the net equity value of the 2015 Infiniti QX60 is \$6296 The Offset: This amount shall be credited from the total equity share owed to Trevor Adam Brewer from the marital residence located at 1938 W 800 N Clinton UT 84015. Indemnification and Hold Harmless: Trevor Adam Brewer shall indemnify and hold Susana Elizabeth Brewer harmless from any and all claims, liens, or late fees associated with the 2015 Infiniti QX60 occurring after the date of transfer.**

I.

Lender: **America First Credit Union**

Address: **1344 West 4675 South, Riverdale, Utah, 84405**

Date Acquired: **N/A**

Amount Owed: **\$7,011.68**

Amounts Estimated: **no**

Monthly Payment: **\$405.00**

The debt will be paid as follows: **Susana Elizabeth Brewer will pay the entire debt. Susana Elizabeth Brewer will provide a copy of the divorce decree to the lender.**

c.

Year: **1997**

Make: **GMC**

Model: **Sierra**

VIN: **2GTEK19R4V1522813**

Owner (before divorce): **Susana Brewer**

Current value: **\$2,500.00**

Amounts Estimated: **yes**

Basis of Estimation: **Kelley Blue Book**

Ownership After Divorce: **Susana Elizabeth Brewer**

Loan: **N/A**

Stock, bond, securities, or money market fund accounts

63. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.

Account Number: **7151**

Account Type: **Stocks**

Institution Name: **ETrade**

Address: **671NorthGlebe Road, Ballston Tower, Arlington, VA 22203**

Date Opened: **N/A**

Balance (US Dollars): **\$2,863.25**

Estimated: **no**

Owner: **SusanaElizabeth Brewer**

Co-Owner(s): **N/A**

Divide as follows: **Susana Elizabeth Brewer should be awarded the entire balance of \$2,863.25 from this money.**

64. **Susana Elizabeth Brewer** will receive the following property:

a. **Living room, dining room and theater room furniture, and all furniture owned prior to marriage**

b. **Power tools**

c. **Holiday decor**

d. **Appliances (Kitchen, laundry)**

65. **Trevor Adam Brewer** will receive the following property:

a. **All gaming consoles and related accessories**

66. This other property will be divided as follows:

Both dogs (Daisy and Fresa) to remain with Susana Elizabeth Brewer. Wedding Rings to remain with respective parties.

Debts

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

Credit Card Debt

a.

Account Number: **2724**

Institution Name: **Discover**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$31,159.19**

Minimum Monthly Payment (in US Dollars): **\$650.00**

Owner: **Susana Elizabeth Brewer**

The debt will be paid as follows: **Susana Elizabeth Brewer will pay half of the debt. Trevor Adam Brewer will pay half of the debt. Trevor Adam Brewer will provide a copy of the divorce decree to the lender.**

b.

Account Number: **1006**

Institution Name: **American Express**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,749.38**

Minimum Monthly Payment (in US Dollars): **\$24.72**

Owner: **TrevorAdamBrewer**

The debt will be paid as follows:
Susana Elizabeth Brewer will pay half of the debt. Trevor Adam Brewer will pay half of the debt. Susana Elizabeth Brewer will provide a copy of the divorce decree to the lender.

c.

Account Number: **1933**

Institution Name: **Visa**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$9,158.61**

Minimum Monthly Payment (in US Dollars): **\$227.00**

Owner: **Susana Elizabeth Brewer**

The debt will be paid as follows: **Susana Elizabeth Brewer will pay half of the debt. Trevor Adam Brewer will pay half of the debt. Trevor Adam Brewer will provide a copy of the divorce decree to the lender.**

d.

Account Number: **9824**

Institution Name: **MasterCard**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$8,750.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **TrevorAdamBrewer**

The debt will be paid as follows:
Susana Elizabeth Brewer will pay half of the debt. Trevor Adam Brewer will pay half of the debt. Susana Elizabeth Brewer will provide a copy of the divorce decree to the lender.

Real property

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

a.

Description: **Primary Residence, home and .5 acre lot**

Address: **1938 W 800 N, Clinton, Davis, Utah 84015 United States**

Tax ID: **21-0534340**

Legal Description: **BEG 241.537 FT E & 33 FT N FR SW COR OF NW 1/4 OF SEC 34-T5N-R2W, SLB&M; SD PT BEING ON BNDRY LINE AGMT RECORDED 11/23/2016 AS E# 2984375 BK 6649 PG 2123; SD PT BEING DESC IN SD AGMT AS N 00°13'05" E ALG THE SEC LINE 33.00 FT & S 89°54'35" E 241.537 FT; TH ALG SD AGMT & AN EXIST VINYL FENCE THE FOLLOWING COURSE: N 00°07'19" E 135.905 FT; TH N 89°41'21" E 158.582 FT; TH S 136.955 FT ; TH W 158.984 FT, M/L, TO POB. CONT. 0.5036 ACRES**

Date property acquired: **Dec 6, 2017**

Names on title: **Susana Elizabeth Munoz, Trevor Adam Brewer**

Original cost: **\$280,000**

Current value: **\$545,569.00**

Property values estimated: **yes**

Estimation basis for property value: **comparable home sales and realtor market analysis**

Disposal: **Susana Elizabeth Brewer will have exclusive use and possession of this property until one of the following occurs:**

- (i) Susana Elizabeth Brewer ceases to use this property as undefined primary residence;**
- (ii) Susana Elizabeth Brewer remarries;**
- (iii) Susana Elizabeth Brewer cohabits with a non-relative adult at this property.**

Trevor Adam Brewer will receive a share of the equity existing in the property on the date the divorce decree is signed.

The total equity to be divided is \$315370.67000000004. Trevor Adam Brewer's share is \$121389. Trevor Adam Brewer will have an equitable lien against the property in the amount of \$121389. Trevor Adam Brewer will sign a quitclaim deed to Susana Elizabeth Brewer subject to that lien once the divorce is entered. Susana Elizabeth Brewer will pay Trevor Adam Brewer \$121389 to satisfy the lien. Once Susana Elizabeth Brewer has paid the lien, Trevor Adam Brewer will sign any documents necessary to remove the lien from the property.

i.

Creditor: N/A

Names on mortgage: Trevor Adam Brewer, Susana Elizabeth Munoz

Date mortgage acquired: Dec 6, 2017

Mortgage balance: \$230,198.33

Monthly payment: \$1,847.47

Mortgage values estimated: no

This mortgage will be paid as follows after the divorce: Susana Elizabeth

Brewer will pay the entire debt. Susana Elizabeth Brewer will provide a copy of the divorce decree to the lender.

Business interests

69. The parties' ownership interests in business will be divided as follows:

a.

Business Name: **Rooted Rituals Esthetics Co. LLC**

Description: **Esthetics**

Phone: **(801) 941-1295**

Address: **1938 W 800 N, Clinton, Utah 84015 United States**

Total Value: **\$0**

Percent owned by Petitioner: **100%**

Percent owned by Respondent: **0%**

Percent owned by Petitioner after divorce: **100%**

Percent owned by Respondent after divorce: **0%**

Alimony

70. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

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

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

a.

Account Number: **4509**

Plan Name: **401k**

Plan Administrator: **JustWorks**

Company Name: **Empower**

Address: **P.O. Box 173764 Denver, CO 80217-3764**

Date Opened: **Oct 28, 2025**

Plan Value: **\$66544**

This plan is in the name of: **Susana Elizabeth Brewer**

Divide as follows: **The entire account should be awarded to Susana Elizabeth**

Brewer.

b.

Account Number: **1424**

Plan Name: **401k**

Plan Administrator: **NetBenefits**

Company Name: **Fidelity**

Address: **245 Summer Street Boston, Massachusetts 02210**

Date Opened: **Aug 1, 2013**

Plan Value: **\$37557.47**

This plan is in the name of: **Trevor Adam Brewer**

Divide as follows: **The entire account should be awarded to Trevor Adam Brewer.**

c.

Account Number: **8271**

Plan Name: **401k**

Plan Administrator: **NetBenefits**

Company Name: **Fidelity**

Address: **245 Summer Street Boston, Massachusetts 02210**

Date Opened: **Jan 1, 2021**

Plan Value: **\$36682.42**

This plan is in the name of: **Trevor Adam Brewer**

Divide as follows: **The entire account should be awarded to Trevor Adam Brewer.**

Additional provisions

73. The parties will adhere to the following additional provisions:

a.

Additional Provision: Right of First Refusal: In the event either parent is unable to personally care for the child for a period of four (4) hours or more during his or her scheduled parent-time, that parent shall first offer the other parent the opportunity to care for the child during that period before making alternative childcare arrangements. Notice shall be provided as soon as reasonably practicable, including the anticipated date, time, and duration of the requested care. The receiving parent shall have a reasonable period of time to accept or decline the opportunity. Transportation arrangements shall be shared equally unless otherwise agreed. This provision shall not apply to time the child is in school, or routine extracurricular activities.

b.

Additional Provision: Non-Disparagement: Neither parent shall make, or permit any third party to make, any disparaging, derogatory, or negative

remarks about the other parent or that parent's family in the presence or hearing of the child, nor shall either parent engage in conduct intended to undermine the child's relationship with the other parent. The parties shall not discuss litigation, financial matters, or adult disputes with the child, nor use the child as a messenger between them. Each parent shall encourage and foster a positive relationship between the child and the other parent and shall not act in any manner that would estrange or alienate the child from the other parent.

C.

Additional Provision: **Extracurricular Activities:** The parties shall jointly confer and agree upon the child's participation in extracurricular activities. The costs associated with agreed-upon extracurricular activities, including but not limited to registration fees, equipment, uniforms, and related expenses, shall be divided equally between the parties unless otherwise agreed in writing and paid within thirty days of receipt. Both parents shall share equally in the responsibility for transportation to and from such activities, regardless of whose parent-time the activity occurs during, unless otherwise agreed. Each parent shall ensure the child's attendance at scheduled activities occurring during his or her parent-time. Neither parent shall enroll the child in an extracurricular activity that substantially interferes with the other parent's parent-time without that parent's prior written consent or further order of the Court.

d.

Additional Provision: **Passport Custody:** Susana Elizabeth Brewer shall hold the child's physical passport. It shall be delivered to the traveling parent at least 7 days prior to any scheduled international trip and returned within 48 hours of arrival home. At time of renewal both parents shall contribute half of the cost each renewal until the child reaches 18 years of age. The passport is to remain valid at all times.

e.

Additional Provision: **Introduction of Romantic Partners** 1. **The 90-Day Waiting Period:** Neither parent shall introduce the minor child to a romantic partner, or allow a romantic partner to spend significant time with the child, until that parent has been in a dating relationship with said partner for a minimum of ninety (90) days. 2. **Notice to the Other Parent:** At least seven (7) days prior to the intended introduction, the parent seeking to introduce the partner shall notify the other parent in writing of the partner's full name and the general nature of the relationship. 3. **The Initial Unified Introduction:** The parties agree

that the child's first introduction to a new romantic partner shall occur with both parents present. **Format:** The introduction shall take place in a neutral, public setting (e.g., a park, restaurant, or playground). **Purpose:** The intent of this meeting is to demonstrate to the child that both Susana Elizabeth Brewer and Trevor Adam Brewer are aware of the relationship and are supportive of the child's well-being and security. **4. Post-Introduction Conduct:** Following the initial unified meeting, the partner may slowly be integrated into the parent's regular parent-time. However, both parents agree to prioritize the child's comfort level and shall not pressure the child to refer to a partner by parental titles (e.g., "Mom" or "Dad") or force physical affection.

f.

Additional Provision: Notification of Activities and Right to Attend

1. Duty to Notify: Each parent shall notify the other of any activity in which the child is participating, including but not limited to: sporting events, school programs, parent-teacher conferences, religious ceremonies, dental/medical appointments, and extracurricular performances.

2. Timeline for Notice:

Scheduled Activities: Notice shall be provided at least twenty-four (24) hours in advance.

Last-Minute Changes: In the event of a schedule change, rain-out, or an activity scheduled with less than 24 hours' notice, the parent learning of the change shall notify the other parent as soon as reasonably possible.

3. Right to Attend: Both parents shall have the right to attend any such activity, regardless of whose scheduled parent-time the activity falls upon.

Conduct: Both parents agree to behave in a civil and respectful manner at all such events, prioritizing the child's comfort and emotional well-being.

Interaction: Neither parent shall use these events to initiate "impromptu" parenting time or interfere with the other parent's scheduled custody after the event concludes.

4. Access to Information: Both parents shall be responsible for checking school calendars and portals. However, each parent shall list the other as an emergency contact and "Authorized Person" for all schools, daycare centers, and medical providers to ensure both receive direct notifications from third-party organizers

g.

Additional Provision: Accommodations for Major Life Events

1. Special Occasions and Family Events: The parties agree to provide reasonable accommodations and "good faith" consideration for major life events that may fall during the other parent's scheduled parent-time. These events include, but are not limited to: Weddings of immediate family members (parents, siblings, aunts/uncles). Funerals or memorial services for family members or close family friends. Significant milestone celebrations (e.g., a grandparent's 80th

birthday). Family reunions that occur less than once per year. 2. Notice and Coordination: The parent requesting the accommodation shall provide the other parent with as much notice as is reasonably possible. For Funerals: Notice shall be given within 24 hours of the requesting parent learning of the date/time of the service. For Weddings/Reunions: Notice shall be provided at least thirty (30) days in advance. 3. Make-Up Time: Unless the parties agree otherwise in writing, any parent-time "lost" due to a special occasion accommodation shall be made up. The parents shall cooperate to schedule the make-up days within thirty (30) days of the event to ensure the 50/50 balance of the 2-2-3 schedule is maintained. Make-up time should be scheduled to minimize disruption to the child's school or routine. 4. Standard of Reasonableness: Neither parent shall unreasonably withhold consent for the child to attend a major life event with the other parent. Both parties acknowledge that participating in these family milestones is in the best interest of the child's long-term sense of family identity and belonging.

h.

Additional Provision: **Covenant of Good Faith and Fair Dealing 1:** The parties acknowledge that no custody agreement can account for every possible life event. Therefore, Susana Elizabeth Brewer and Trevor Adam Brewer agree to exercise good faith and fair dealing in the implementation of this agreement. **Spirit of the Agreement:** The parties shall act in a manner that promotes a stable, loving, and consistent environment for the child. **Flexibility:** While the 2-2-3 schedule is the default, the parties agree to be reasonably flexible for the child's benefit regarding minor logistical changes, provided such changes do not consistently undermine the other parent's time. 2. **Contempt of Court** This Stipulation, once signed by a Judge, is a legally binding Order of the Court. **Willful Violation:** Any willful failure by either party to comply with the terms of this Order—including but not limited to the 2-2-3 rotation, the 24-hour activity notice, or the vehicle title transfer—may constitute Contempt of Court. **Enforcement:** In the event that one parent is found in contempt, the court may impose sanctions, which may include fines, a requirement to pay the other party's attorney fees and court costs, make-up parenting time, or other remedies as provided under Utah Code § 78B-6-301. **Interference with Parent-Time:** Consistent or intentional interference with the other parent's scheduled time or the "Right of First Refusal" shall be considered a material breach of this agreement and may be grounds for a petition to modify the custody decree. 3. **Dispute Resolution (The "Mediation First" Rule)** In the event of a disagreement regarding the interpretation or implementation of this agreement (that does not involve an immediate safety risk), the parties agree to: Discuss the matter directly via the agreed-upon communication method. If unresolved,

participate in at least one mediation session in good faith before filing a Motion for Contempt or an Order to Show Cause with the court. The costs of such mediation shall be split 50/50, unless the mediator determines one party acted in bad faith.

i.

Additional Provision: Role of Stepparents and Third Parties

1. Respect for Parental Authority: The parties agree that all major parenting decisions—including but not limited to medical care, education, religious upbringing, and significant disciplinary actions—remain the exclusive domain of the legal parents, Susana Elizabeth Brewer and Trevor Adam Brewer.

Supportive Role Only: Stepparents or romantic partners shall act in a supportive, secondary role to the legal parents.

Deferment of Decisions: In the event the child asks a stepparent for permission regarding a significant matter, the stepparent shall defer the decision to the legal parents.

2. Non-Interference and Negative Influence: Each parent is responsible for the conduct of their spouse or partner in the presence of the child.

No Negative Influence: Neither parent shall allow a stepparent or third party to disparage the other parent or undermine the other parent's authority, relationship, or bond with the child.

Non-Intervention: Stepparents shall not interfere with the communication or the transition of the child between the legal parents.

3. Parental Communication (The "Direct Contact" Rule): To prevent "gatekeeping" or middle-man communication, the parties agree that all discussions regarding the child's schedule, health, and welfare shall occur directly between Susana and Trevor. Stepparents shall not be used as a primary point of contact for logistical changes or parenting disputes unless both legal parents have agreed to such an arrangement in writing for a specific, limited duration.

4. Dispute Resolution involving Third Parties: If a parent believes a stepparent is negatively influencing the child or overstepping their role, that parent shall address the issue directly with the other legal parent (not the stepparent). The legal parent of that household is responsible for correcting the behavior to ensure compliance with this Decree.

j.

Additional Provision: The parties acknowledge that the minor child is presently of preschool age and that the child's developmental needs may require additional consideration regarding parent-time schedules and transitions. Accordingly, until the child reaches the age of five (5) years old, the parties agree to reasonably communicate and cooperate in adjusting parent-time, when necessary and in the best interest of the child, to account for the child's emotional, developmental, educational, and caregiving needs.

The parties further acknowledge the importance of stability and consistency during the child's preschool years and agree that reasonable accommodations may be made, when appropriate, to allow the child additional time with Mother if the parties mutually determine such adjustment is in the child's best interest. The parties may mutually agree to temporary or ongoing adjustments to the parent-time schedule during the child's preschool years, provided such agreements are confirmed in writing, including by text message or email. The parties acknowledge that reasonable written agreements made in the best interest of the child shall not require formal court modification unless either party later seeks judicial enforcement or a permanent modification of the existing order.

Duty to sign documents

74. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

75. **Susana Elizabeth Brewer** changed her name when the parties married. **Susana Elizabeth Brewer's** name will be **Susana Elizabeth Munoz** after the divorce. Judge's signature may instead appear at the top of the first page of this document.

06/29/26

Date

Signature ►

 

Judge

E. Blaine Rawson

Signature ►

Date

Commissioner

Approved as to Form.

Other Party
Signature ►



Other Party Trevor Adam Brewer
Name _____

Certificate of Service

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

a.

Name: **Trevor Adam Brewer**
Method of service: **Hand Delivery**
Address: **1938 W. 800 N. Clinton UT 84015**
Date of Service: **May 22, 2026**

05/19/2026
Date _____

Signature ▶  _____

Printed Name Susana Elizabeth Brewer _____