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

In the Matter of the Marriage of:	)	DECREE OF DIVORCE
HEIDI DENUCCI	)	
Petitioner,	)	
	)	
and	)	Case No. 254701834
	)	Judge RUSSELL
	)	Commissioner WINKLER
DARREN DENUCCI,		
Respondent.		

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

- 1) **JURISDICTION:** That Heidi was for more than three (3) months prior to filing this action an actual and bona fide resident of Davis County, State of Utah.
- 2) Heidi and Darren were married on the 30th day of November, 2013, in Salt Lake City, Utah.
- 3) **GROUND:** During the course of the marriage, the parties have experienced

differences which cannot be reconciled that make continuation of the marriage impossible. The parties are granted a divorce on the grounds of irreconcilable differences to become absolute and final upon signature of the Court.

4) That as a result of the aforesaid facts, the parties were separated November 2025.

5) **CUSTODY & SUPPORT:** There are two (2) children born as issue of this marriage; A.E.D. dob 05/18/2016 and B.K.D. dob 05/24/2019

6) Heidi and Darren are fit and proper to be awarded joint legal custody of the minor children. The parties shall discuss all major issues regarding the children with one another. If there is no agreement after discussion, the parties shall look to a professional in the field (i.e. child's doctor on medical issue) and discuss again strongly favoring the professional's opinion. If there is still no agreement, the parties may attend counseling or elect to mediate. If no agreement at mediation, then either party may motion the Court for decision. Neither parent will change the children's providers or make any major decision without first following these steps.

7) If a parent feels they are not being heard and issues are not being resolved, either parent may request co-parenting therapy with the parties splitting the cost, for a minimum of two sessions, if they cannot agree upon a co-parent therapist, Heidi will select three and Darren will choose from one of those three.

8) Heidi and Darren are fit and proper to be awarded joint physical custody on an equal parent-time basis. The parties agree the children will remain in their current school for the 2026-2027 school year only. The parties will then revisit the issue of the children's school for the 2027-2028 school year, and each year thereafter prior to school starting.

The minor children shall remain enrolled in and attend school between Layton and North Salt Lake so long as at least one parent continues to reside within Davis County. If the parties are unable to agree where the children will attend school after attending a session of mediation, then either party may motion the Court for decision. The parties will work together to determine the best parent-time schedule, but if no agreement, the parties will exercise a 4-on/4-off schedule based on Darren's work schedule. Darren shall provide his schedule before January 1 of each year, or as soon as he receives it, and the parties will create the 4 on/off schedule for the year considering the work schedule with the parties exchanging the children at 7 pm the last day of Darren's work schedule until 7 pm the night before he returns to work. For exchanges, the parties will meet at a public gas station at a mid-point unless otherwise agreed upon in writing.

9) While the parties are nesting, the parties will follow the same time schedule and have exchanges occur within ten minutes of the designated time. Upon the parties living separate, the parties will exchange the children within ten minutes of the designated time unless prior communication for special circumstances.

10) In the event Darren's schedule changes and the 4-on/off schedule (or a similar schedule) does not work, the parties will follow U.C.A. §81-9-305 as the 50/50 parent-time schedule with Darren having Monday and Tuesday overnights and Heidi having Wednesday and Thursday overnights and alternating the weekends. The child exchange shall take place at the time the minor child's school begins; or if school is not in session, at 9 a.m. the parent starting their parent time shall pick the children up after school, or at the safe zone at the local police department.

11) The parties shall exercise holidays as listed below, following U.C.A.§81-9-303 with some modifications. If either party is working during their awarded holiday time, they shall notify the other party at least 30 days in advance if they are not planning on taking his awarded holiday time. Holiday Parent Schedule Consistent with U.C.A.§81-9-302

Holiday	Even Year Parent	Odd Year Parent	Awarded Time
Martin Luther King Jr. Holiday	Darren	Heidi	(1) Begins Friday before MLK Jr. Day at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Ends upon delivering the child to school following the holiday or Tuesday at 8:00 a.m. if not school.
President's Day	Heidi	Darren	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. by election. (2) Ends upon delivering the child to school following the holiday or Tuesday at 8:00 a.m. if not school.
Spring Break (First Half)	Darren	Heidi	(1) Begins 6 p.m. the day school dismisses. (2) Ends 7 p.m. Sunday evening or when school resumes.
Memorial Day	Heidi	Darren	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. (2) Ends 7 p.m. on Memorial Day.
July 4th	Darren	Heidi	(1) Begins July 3rd at 6 p.m. (2) Ends July 5th at 6 p.m.
July 24th	Darren	Heidi	(1) Begins July 23rd at 6 p.m. (2) Ends July 25th at 6 p.m.
Labor Day	Darren	Heidi	(1) Begins Friday at: (a) 9 a.m.; (b) dismissal of school; or (c) 6 p.m. at the election of the parent awarded the holiday (2) Ends upon delivering the child to school following Labor Day or 8 a.m. Tuesday if no school.
Columbus Day	Heidi	Darren	(1) Begins 6 p.m. the day before. (2) Ends 7 p.m. the day of holiday.
Fall Break (UEA)	Darren	Heidi	(1) Begins 6 p.m. day school dismisses for fall break. (2) Ends upon delivering the child to

			school following fall break or 8 a.m. after fall break if no school.
Halloween	Heidi	Darren	(1) Begins at school dismissal or 4 p.m. if no school. (2) Ends 9 p.m.
Veteran's Day	Darren	Heidi	(1) Begins 6 p.m. day before. (2) Ends 7 p.m. the day of
Thanksgiving	Heidi	Darren	(1) Begins Wednesday at 6 p.m. or dismissal of school. (2) Ends upon delivering the child to school on the Monday following Thanksgiving or 8:00 a.m. on Monday if no school.
Winter Break (First Half)	Darren	Heidi	(1) Begins dismissal or 6 p.m. the day school dismisses for winter break or the time school is regularly dismissed for the winter break at the election of the parent granted the holiday, (2) Ends December 27 at 7:00 p.m.
Winter Break (Second Half)	Heidi	Darren	(1) Begins 7:00 p.m. on December 27, (2) Ends 7:00 p.m. the night before school resumes.
Father's Day	Darren	Darren	(1) Begins 9 a.m. (2) Ends 7 p.m.
Mother's Day	Heidi	Heidi	(1) Begins 9 a.m. (2) Ends 7 p.m.
Day of Child's Birthday	Heidi	Darren	(1) Begins 3 p.m. (2) Ends 9 p.m.
Day Before or After Child's Birthday	Darren	Heidi	(1) Begins 3 p.m. (2) Ends 9 p.m.

12) Parents Birthdays: On Heidi's Birthday she shall have parent-time with the children from 3pm on the day of her birthday until 9 am the following morning. On Darren's Birthday he shall have parent-time with the children from 3pm on the day of his birthday until 9 am the following morning.

13) The parties shall each be awarded two weeks of consecutive uninterrupted summer parent-time each year with Darren receiving preference on weeks in even numbered years and Heidi preference in odd numbered years. The preference shall apply if the weeks are designated by April 1 of each year. The other party shall designate by April 15 of each year. This designation shall be consistent with U.C.A. §81-9-302.

14) Neither parent shall be allowed to exercise their summer extended parent time over the other parent's holiday without written agreement of the parties.

15) The parties shall provide 30 days' notice of any out-of-state travel with the children and provide information relating to transportation, where the children are staying and contact information. The parties shall not unreasonably withhold consent for out of country travel, with the parties providing notice of such.

16) The parties shall incorporate the following parenting plan:

PARENTING PLAN

1. The parties believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their children and that their focus is the needs and interests of the children.

2. The parties realize that both of them are important to the children; that the children need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the children.

3. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §81-9-202 in giving special consideration to make the children available for funerals, weddings, or significant events.

4. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.

5. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the children.

6. The parents understand that a conflict between them causes emotional trauma and pain to their children and this conflict shall be avoided. Neither parent shall use the

children as messengers nor shall they disparage one another in the presence of the children or allow a third party to do the same.

7. The parents understand that consistency between the households is important regarding the children's schooling, discipline, etc.

8. The parents will not introduce the children to any romantic partners until they have been exclusively dating the romantic partner for at least three (3) months.

TIME SHARING AND RESIDENTIAL PLAN

9. The parties are fit and proper persons to be awarded joint custody of the minor children subject to the parent-time listed above.

10. The parent with the children during their parent time will ensure that the children arrive to school on time, are picked up on time and that they complete any and all assigned homework. The parents will discuss the children's homework and school activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences.

11. While the children are with a parent, that parent shall provide the children with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4) appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the children. That parent will also ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order. Each parent may make decisions regarding the day-to-day care and control of the children while the children is in the physical custody of that parent.

12. If either parent is going out of state with the children, that parent shall provide to the other the address and telephone number of where the children will be prior to travel taking place.

13. The children shall be allowed reasonable telephone contact as initiated by the children. The parents may initiate one phone call on the second day during the 4-day

period at 7 pm in which they are not with the children which shall be brief and shall not unreasonably interfere with the others parent-time.

14. When the children are involved in sports, activities, or school field trips where only one parent is able to attend, if both parents want to participate, coach, or attend and there is a disagreement, Heidi will have preference in even years and Darren in odd years. This does not preclude the parents from attending all events that normally allow participation of both parents.

SHARING OF INFORMATION

15. The parties will use an agreed upon co-parenting app to communicate regarding the children. This will be used for shared calendaring, appointments, and communication regarding the children. All communication shall be regarding the children and will be civil in nature.

16. The parties shall respond to any written communication from the other party within seventy-two (72) hours. Failure to respond within seventy-two (72) hours shall be deemed consent to the request or proposal contained in the communication. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the children's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

17. If a parent makes an appointment, they will notify the other parent within 24 hours of making the appointment so both may attend. If a parent takes the child to the doctor in an emergency, they will make every effort to notify while driving the child to the doctor or as soon as practical.

18. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the children.

19. The parents will notify the other parent of illnesses the children may have when they are at the individual homes.

20. The parents will discuss any problems either one of them is experiencing with disciplining the children and they will work together to enforce similar discipline plans/goals at each home.
21. The parents agree to communicate with each other any concerns regarding the wishes of the children in regards to parent-time and work together to do what is in the best interest of the children, in order to minimize any undue stress on the children.
22. The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the children.
23. The parties shall provide 60 days' notice prior to any move out of state ore more than 30 miles and 10 days' notice any in state relocation within 30 miles.

MAJOR DECISIONS AND DISPUTE RESOLUTION

24. The parents agree that all major decisions concerning the children including health, education, religion, day care and general welfare will be discussed, and that they will both have input as to what is in their children 's best interests with the parties following the legal custody paragraph for decision making.
25. This plan shall be made an Order of the Court and shall be in effect until modified through petition and an establishment of a substantial change in circumstances. Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

End of Parenting Plan.

- 17) **CHILD SUPPORT:** Darren is currently employed and earns or is capable of earning \$6,020/month from his full-time position.
- 18) Heidi is currently employed and earns or is capable of earning \$6,020/month from her full-time position.
- 19) Child support should be based on the Utah Child Support Worksheet. Based upon the parties' exercising equal parent time and earning (or capable of earning) the same

amount, neither party will owe the other child support or seek to modify support within five years

20) The parties shall jointly and equally be responsible for any extra-curricular activities for the children which are agreed upon in writing. Neither parent shall unreasonably withhold consent to activities.

21) The parties shall equally split the costs of school fees and other mandatory expenses. The parties will split insurance upon the children reaching driving age.

22) Each parent should be responsible to pay for the children's school lunch fees on the days that they have the children and are at school.

23) A parent requesting reimbursement shall do so in writing within 30 days of incurring the expense with the other parent reimbursing within 30 days.

24) The parties will each provide clothing for the children while they are in their own care.

25) **CHILDCARE:** The parties shall equally split any daycare expenses incurred for child care for work related care. The parties shall offer one another the first right of refusal if they will be away from the children for overnight or longer than 4 hours or if seeking paid care during working hours.

26) **MEDICAL:** The minor children are currently covered on Darren's insurance. Darren shall be responsible for the cost of the children's insurance premiums so long as Darren works at his current employment at Rio Tinto. Otherwise, the parties will abide by the following:

a. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor child in accordance with U.C.A. §81-6-208. The parent who is currently covering the children shall continue to do so as long as such coverage is reasonably available and better than that available of the other party.

b. 1Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child'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 child 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.

27) Each parent is to pay for one-half (½) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year, or 30 days after the annual enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.

28) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

29) Neither parent shall contract for or incur any obligation for elective surgery for the child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the child shall be split 50/50 by the parties.

30) If an agreement cannot be reached, then before any (other than emergency) medical, or psychological counseling be done as a co-obligation, the matter shall be brought back before the court.

31) TAXES: For purpose of taxes, the parties shall each claim one child. Upon only one child remaining a minor, Heidi shall claim the only child in odd numbered tax years and Darren shall claim the only child for even numbered tax years.

32) REAL PROPERTY: The parties have real property located at 783 S. 175 E., Layton, Utah 84041. The parties are currently nesting in the home when they have parent-time with the children. That shall continue with the parties equally sharing all expenses associated with the home to include the mortgage payment, taxes, insurance, repairs, utilities, etc. The parties are each entitled to ½ of the home's equity.

33) The parties agree to sell their home for a reasonable market value price and that the home shall be listed within the next thirty days (30). The parties should mutually

agree upon a realtor and follow the realtor's advice related to the sale of the home. The parties shall follow the advice of the Real Estate Agent with listing price, repairs and any other recommendations related to the sale of the home. Upon the sale of the home at a reasonable market value price, the parties will split the net equity. The proceeds of the home shall be distributed as follows:

- i. First, the parties shall pay the cost of sale;
- ii. Second, the mortgage and fees shall be paid; and

34) Third, Thereafter, the equity is equally divided between the parties. The parties will continue nesting until the home is sold.

35) Neither party will remove any assets from the home until it is discussed and the parties have jointly agreed.

36) RETIREMENT: The parties shall each be awarded their marital share of retirement, consistent with *Woodward*. This is each party taking one-half of any retirement accrued from the date of marriage through the date of divorce along with any gains or losses. The parties agree to use an agreed upon a QDRO preparer to prepare any necessary orders to divide the retirements. The parties shall equally split the cost to divide the retirement (QDRO cost and plan division fee). Each party will provide an updated statement, and any other necessary documentation, within 30 days of entry of divorce.

37) PERSONAL PROPERTY: The parties have acquired personal property during the course of the marriage which shall be equally divided. Each party shall take their personal and the vehicle they drive without claim from the other party. Specifically, Heidi is awarded the Ford Explorer, and any debt obligation associated with the vehicle.

Heidi will refinance the vehicle into her name only by the end of July 2026 removing Darren from the title and debt obligation. Darren will be awarded the Ford Raptor and any debt associated, Darren will remove Heidi from and debt obligation and title by End of July, 2026. The remaining items shall be equitably divided or the issue of property division shall go to arbitration.

38) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar source should be awarded to the party from whose family it came.

39) DEBTS: During the course of the marriage the parties incurred marital debt. Heidi shall take the Wells Fargo Personal Line of \$6,000 and her student loan with CRI and hold Darren harmless. Darren shall take the Chase Credit Card in his name, the Wells Fargo Personal Line of \$9,000, his medical bills and his student loan holding Heidi harmless.

40) All other debt shall be paid by the party in whom the debt is listed.

41) Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.

42) Darren shall be responsible for all expenses related to the family dog from the date of divorce holding Heidi harmless.

43) ALIMONY: No alimony shall be awarded to either party past, present, or future.

44) OTHER: Heidi shall have her maiden name of Jung restored should she choose.

45) The parties shall be civil in all communications, all communication shall be in writing by text or email or through a co-parenting app.

46) The parties shall not disparage the other party in the presence of the minor child or allow a third party to do the same.

47) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

48) Each party will pay their own attorney fees.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

APPROVED AS TO FORM:

//s/ _____
DANIEL MURPHY
Attorney for Respondent

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Heidi Denucci will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 25th day of June, 2026

/s/: Brittany R. Brown
Brittany R. Brown

Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

Daniel Murphy
daniel@mdmurphylaw.com
Attorney for Respondent

Dated this 25th day of June 2026

/s/Debbie Weber
Debbie Weber
Assistant

