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

In the matter of the marriage of:

BRETT HENNEFER,

and

CHRISTINA HENNEFER.

DECREE OF DIVORCE

Case Number: 244700378

Judge: MICHAEL EDWARDS

Commissioner: CHRISTINA WILSON

The matter before the Court is the Amended Petition for Divorce. The parties have reached a full settlement resolution. Having reviewed the documents filed, and having received the stipulation of the parties, and having entered findings and conclusions, the Court now decrees as follows:

JURISDICTION & GROUNDS

1. RESIDENCE. The parties have been residents of Layton City, Davis County, Utah, for more than three months immediately prior to the commencement of this action.
2. MARRIAGE. The parties married on May 28, 2005, and are still married to each other.
3. SEPARATION. The parties have not yet physically separated.
4. GROUNDS. The parties are divorcing on grounds of irreconcilable differences.
5. MILITARY STATUS. Neither party is on active duty with the uniformed services.
6. PUBLIC ASSISTANCE. Neither party is receiving public cash assistance.

MINOR CHILDREN

7. MINOR CHILDREN. The parties are the legal parents of the following minor children:
 - a. Kolton R. Hennefer (born September 2021)
 - b. No other children are expected from this marriage
 - c. References to the minor children may be in the singular or plural.
8. CHILD RESIDENCY. The minor child has lived for more than the immediate past six months in the State of Utah. Pursuant to the UCCJEA, Utah is the Home State of the minor child.
9. OTHER PROCEEDINGS. There are no proceedings involving the parties' minor child in any court or administrative agency.

10. NO OTHER PARTIES. There is no other person who is not a party to these proceedings who has or claims custody of the parties' minor child or who claims child support, visitation or other rights with respect to the parties' minor child.

CUSTODY & PARENT TIME

11. JOINT CUSTODY. The parties will share joint legal custody pursuant to the parenting plan provisions below.

12. PHYSICAL CUSTODY. Brett will have primary physical custody of the minor child. Christina will have parent time pursuant to the parent time provision below.

13. SCHOOL RESIDENCE. The child should remain in their current schools and feeders so long as at least one parent resides in the area or is able to secure any required boundary variance, unless by mutual agreement of the parties.

14. PARENT-TIME. Christina will have parent time as the parties agree. If the parties cannot agree, Christina will have parent time consistent with Utah Code § 81-9-302 with Christina designated as the noncustodial parent for parent time schedule purposes.

- a. Exchanges will be as the parties agree, with preference for pick up and drop offs to and from school. On days when there is no school the non-receiving parent will drop off at the receiving parents home by 10:00 am or as the parties agree.
- b. If either party relocates to a distance more than 50 miles, then the party who moved away needs to make arrangements and pay for the extra transportation given the extra distance.

15. HOLIDAYS. The parties will work to equalize sharing of the holidays, either as agreed between the parties, or following the holiday schedule listed in Utah Code § 81-9-302, with Christina designated as the “noncustodial parent” for purposes of the holiday schedule.

16. SUMMERS. Consistent with Utah Code § 81-9-302(3), each year a parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. In Even numbered years, Brett may make a designation at any time and Christina may make a designation after May 1. In Odd numbered years, Christina may make a designation at any time and Brett may make a designation after May 1. Either parent shall make a designation at least 30 days before the day on which the designated two-week period begins. The two consecutive extended summer weeks take precedence over all holidays except for Mother's Day and Father's Day.

17. VIRTUAL PARENT TIME. Each party will be entitled to contact the child by phone or video chat at reasonable times and for reasonable durations when the child is with the other parent. In addition, the parties will allow the child to contact either parent through text, phone, or video upon the child’s request at reasonable times and for reasonable duration.

18. LIMITED RIGHT OF FIRST REFUSAL. Each party is entitled to a right of first refusal to provide surrogate care when the other parent will be away overnight. The party who will be away has a duty to notify the other parent and give them first option to care for the child(ren) during that time. The party exercising right of first refusal will be responsible for transportation both ways.

19. RELOCATION. Consistent with Utah Code § 81-9-209(2), if either parent plans to relocate (moving 150 miles or more from the residence of the other parent), the relocating parent

shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming that (a) the parent-time provisions agreed to by the parties or ordered by the court will be followed; and (b) neither parent will interfere with the other's parental rights as agreed to by the parties or ordered by the court. A new parent-time schedule will be established pursuant to remaining provisions in § 81-9-209.

20. TRAVEL. When either parent intends to travel with the child, either out of state or for more than one overnight, they should provide written notice in advance of the travel. The traveling parent should provide an itinerary for the travel including dates and locations, emergency contact information, sleeping accommodations, and names of all other adults who will be traveling with the child.

21. COMMUNICATION. Communication between the parties should be civil, written (e.g. text message or email) and, unless otherwise agreed, limited to issues concerning the minor child.

- a. Neither parent may block the other from communicating, whether through blocking phone numbers, text messages, or emails.

- b. Each parent shall provide accurate and current contact information to the other and shall notify the other in writing within 24 hours of any change in their telephone number, email, mailing address, or other contact information.

- c. Each parent shall communicate directly to the other regarding parenting and support issues, not through the child or through any third parties. Neither parent should ignore nor refuse to communicate back when needed regarding the child.

d. The parties should communicate with each other for scheduling doctor appointments, parent teacher conferences and other similar appointments for the children. It is recommended but not required for the parties to maintain a joint calendar for the child's appointments and special events.

CHILD SUPPORT

22. MOTHER'S INCOME. Christina has recently become permanently disabled and can no longer work. The parties agree to impute Christina's income at \$0 per month.

23. FATHER'S INCOME. Brett's income is approximately \$3,900 per month.

24. CHILD SUPPORT. Based on one minor child, the incomes stated above, and the Utah sole custody worksheet, Christina's child support obligation is the statutory minimum of \$30 per month. This amount is de minimus and the parties agree to waive the child support obligation.

25. MODIFICATION AFTER 3 YEARS. Pursuant to Utah Code § 81-6-212, either parent may motion the court for a modification of child support if three years have passed since the most recent controlling child support order and a recalculation would make a difference of 10% or more in child support (if that difference is not temporary in nature).

26. MEDICAL INSURANCE. Both parents have the obligation to provide medical insurance where reasonably available. The child is currently insured through Medicaid. If that insurance becomes no longer reasonably available, or if another more reasonable option becomes available, the parties will work together to determine the most appropriate plan. The parents are equally responsible for the child's portion of medical insurance premiums, as determined by dividing the total premium costs by the total number of people covered, then multiply by the number of children from this Decree who are covered. The party paying medical insurance will be entitled

to an offset against their child support obligation if they are paying child support, or an addition to the child support obligation if they are receiving child support, for one half of the children's per capita portion of the premiums. If both parties insure the child, then Brett's insurance will be deemed the primary insurance, and each party will pay their own premiums.

27. OUT OF POCKET COSTS. The parties are equally responsible for all reasonable and necessary out of cost medical expenses beyond the premiums, including co-pays, prescription costs, and non-covered costs for medical, dental, orthodontic, mental health, vision and any other health care costs for the children. When practicable, each party should pay their own portion directly to the provider. Otherwise, the party who incurs the cost should send verification of the cost and payment within 30 days. The other party should send reimbursement for their half within 30 days of receiving verification.

28. NOTICE TO MEDICAL/DENTAL CREDITORS. Pursuant to Utah Code §§ 15-4-6.7, 30-3-2, and 30-3-5(1)(c), a medical or dental creditor who has been provided a copy of this order may not make a claim for unpaid medical expenses against a parent who has paid in full their share of the medical and dental expenses required to be paid by that parent under this order, nor may the creditor make a negative credit report under § 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under this order.

- a. Each party should provide a copy of this order to the creditor of the claimed medical or dental expense for the minor child.
- b. Each parent should notify the creditor of their own current address.

- c. Each parent has an individual duty to inform the medical or dental creditor of this provision regarding their own actual, alleged, or potential medical or dental debts for minor child and to provide their own, individual information. Neither parent shall be obligated to inform such providers on behalf of the other parent.

29. CHILDCARE. The child is old enough to not need regular daycare. Each party will pay their own childcare costs if incurred.

30. SCHOOL COSTS. The parties will equally divide all reasonable and required school fees. Where feasible, each parent should pay their own share promptly and directly to the school. Required school fees do not include optional spirit wear, yearbooks, or school photos.

31. EXTRACURRICULAR ACTIVITIES. The parties will equally divide all reasonable and required costs for extracurricular activities for the children in which the parties mutually agree to enroll the children. Where feasible, each parent should pay their own share promptly and directly to the activity provider. If a parent enrolls a child in an activity without agreement from the other parent, the enrolling parent will be solely responsible for all costs and the other parent will not be obligated to make the child available nor to transport the child to or from such activity during their own parent time.

32. CHILD TAX CREDITS. The parties will confer at the end of each tax year and divide claiming the child for tax purposes as they agree. If the parties cannot agree and Christina is paying child support then the parties will alternate claiming the child for tax purposes. Brett will be entitled to claim the child for even numbered years. Christina will be entitled to claim the child for odd numbered years. If Christina is not current on child support obligations by

December 31 of the claiming year then Brett will be solely entitled to claim the child for tax purposes that year.

PARENTING PLAN

33. CO-PARENTING ADVISORY GUIDELINES. The statutory co-parenting advisory guidelines in Utah Code §81-9-202 should be incorporated by reference. The incorporated provisions include but are not limited to the following:

- a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- c. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. For curbside exchanges, the non-receiving parent shall have the child ready for the receiving parent at the time the child is to be picked up and shall be present at the designated pickup location or shall make reasonable alternate arrangements.
- e. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.
- f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

g. Each parent shall be entitled to attend and participate fully in the child's significant school, community, family, or other activities whether or not it is that parent's week with the child.

h. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

i. During reasonable hours, each parent shall permit and encourage reasonable and uncensored communications with the child in the form of mail privileges and virtual parent-time if the equipment is reasonably available.

k. When parent-time has not taken place for an extended period of time and the child lacks an appropriate bond with the noncustodial parent, both parents shall consider the possible adverse effects on the children and gradually reintroduce an appropriate parent-time plan for the noncustodial parent.

34. DAY TO DAY DECISIONS. The parent who has the child should make day-to-day decisions (e.g., what to wear, what to eat, entertainment choices, who to spend time with, etc.) for the children without interference from the other parent. However, parents should coordinate decisions and efforts regarding major discipline issues.

35. EMERGENCY DECISIONS. The parent who has the child should make emergency decisions when needed, should promptly inform the other parent of the emergency, and should discuss the emergency with the other party as soon as practicable.

36. MAJOR LIFE DECISIONS. The parents will discuss together any major life decisions (including major educational, medical/dental, religious ordinances and major changes of

appearance) for the child. Neither parent should act on a major life decision or make promises to a minor child regarding a major decision prior to discussing the matter with the other parent.

37. DISPUTE RESOLUTION. In the event the parties disagree on a major life decision concerning a minor child, the parties may consult a professional (doctor, counselor, etc.). At either party's request, the parties will bring the issue to mediation through a court-rostered domestic or similarly qualified mediator. If the parties are not in agreement, neither party is entitled to make the presumptive decision (tie-breaking vote). The parties shall attend mediation in good faith to resolve the issue before bringing the issue for decision with the court. If either party is found to have frustrated the dispute resolution process, the court at its discretion should award resulting costs and fees, including for mediation, to the non-frustrating party.

PROPERTY DIVISION

38. REAL PROPERTY. The parties have marital interest in their home located at 706 S. Pleasant View Dr., Layton, UT 84041 (the Marital Home). Brett will receive sole ownership and control of the Marital Home subject to the provisions below.

- a. Brett estimates approximately \$400,000.00 of equity in the home.
- b. Brett will refinance the home into his own name and pay Christina 50% of the estimated equity, or an adjusted amount based on an appraisal if needed, within 90 days of entry of the Decree of Divorce.
- c. After Christina has received the agreed-upon payout amount, she will sign the home title to Brett within 15 days.

39. FINANCIAL ACCOUNTS. The parties will work together to equitably divide all financial accounts (including and not limited to checking, savings, money market, e-currency, and cash).

40. VEHICLES. Each party is awarded their respective vehicle and is solely responsible for any remaining loan or obligations thereon. Brett is awarded the Harley motorcycle.

41. PERSONAL PROPERTY. The parties will work together to divide personal property. Each party is awarded their own personal effects, inheritances, and gifts from family. All marital property should be equitably divided by agreement of the parties. If the parties are unable to resolve the remaining personal property division, the matter of personal property should be mediated before bringing the division of personal property to court.

42. DEBTS. The parties will consider the respective marital debt and individual debt (including and not limited to credit cards, bank loans, buy-now-pay-later agreements, student loans, medical loans, personal loans, and any other repayment obligation) for each party. The parties will work together to equitably apportion and divide all marital debt. Each party is responsible for debts in their own names. Equitable division of the debts should include consideration for any debt caused by Christina having spent approximately \$35,000 and any debt Christina has encumbered for medical treatment and the gender transition procedures.

43. RETIREMENT. Christina has significant retirement assets. Brett does not have retirement assets. As part of a global resolution, Christina is awarded all of her retirement assets free from present or future claim from Brett.

44. ALIMONY. In lieu of alimony, Christina will receive her retirements in whole without division. Therefore, neither party will owe alimony to the other.

MISCELLANEOUS PROVISIONS

45. MAIDEN NAME. Christina may return to her maiden name of CHRISTINA CAMPOS following the divorce if she so chooses.
46. NON-DISCHARGED OBLIGATION. If a parent fails to comply with a provision of this parenting plan or Decree, the other parent's obligations hereunder are not affected.
47. MUTUAL RESTRAINT. Each party shall be permanently restrained from doing or saying anything to the detriment, harm, or injury of the other party. The parties shall be mutually restrained from involving any third party to injure or harm, harass, abuse, stalk, or bother the other party or any person associated with the other party.
48. MEDIATION REQUIRED. Prior to bringing any enforcement or modification action in this case for hearing before the court, the parties shall attend mediation and attempt in good faith to mutually resolve the issue. Unless otherwise agreed to by the parties or ordered by the court, the parties shall equally split the mediation fee.
49. DUTY TO SIGN. The parties should each be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce within 30 days of the Decree being entered.

*****END OF DECREE*****

Signature of the Court to Appear at Top of First Page

APPROVAL AS TO FORM

I have reviewed the proposed document above, and I approve as to form:

Dated this August 4, 2026

/s/ Christina Hennefer_____

CHRISTINA HENNEFER

ch wet signature on file

Respondent Pro Se

CERTIFICATE OF SERVICE

I certify that on August 6, 2026, I caused a true and correct copy of the document above
to be served upon the persons and in the manner stated below:

CHRISTINA HENNEFER

Respondent Pro Se

By mail to

706 South Pheasant View Drive

Layton, UT 84041

United States

/s/ Cari Myers

Cari Myers