**The Order of the Court is stated below:**
**Dated:** November 03, 2026 05:05:06 PM **/s/** JOSEPH BEAN
District Court Judge

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

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| In the Matter of the Marriage of:<br><br>VENUS THOMAS,<br>Petitioner,<br><br>and<br><br>BRIAN THOMAS,<br>Respondent. | **DECREE OF DIVORCE**<br><br>Case No. 264700877<br>Judge Bean<br>Commissioner Winkler |

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 & RESIDENCY:** Petitioner, Venus Thomas hereinafter also Venus, is a bona fide resident of Davis County, State of Utah and has been for three months immediately prior to the filing of this action.

**2.** **MARRIAGE STATISTICS:** Venus and Brian were married on 16th day of July, 2010, in Farmington, Utah and are presently married.

**3.** The parties separated in June 2026.

**4.** **GROUNDS:** The parties are granted a Decree of Divorce on the grounds of irreconcilable differences.

**5.** **CHILDREN:** There is one (1) child that has been born as issue of this marriage, to wit; A.N.T. dob 12/29/2011

**6.** **JURISDICTION:** Utah has jurisdiction to make child custody and parent time determinations pursuant to Utah Code Ann. §81-11-201 *et seq.* (as amended), and other applicable code sections, in that Utah is the home state of the minor children at the time of commencement of this proceeding.

**7.** **CUSTODY AND SUPPORT:** Venus and Brian shall be awarded joint legal custody of the minor child. The parties shall discuss all major issues regarding the child 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 elect to mediate. If no agreement at mediation, Venus shall then have presumptive decision-making authority with Brian having the right to object to the Court.

**8.** Venus shall be awarded sole physical custody with her residence designated as the child's primary residence. Parent-time shall be as the parties can agree, if there is no agreement the parties shall follow U.C.A. §81-9-302 for Brian's parent-time. Venus shall have the weekend of October 2-4 and Brian's weekend shall be October 9-11 with the parties alternating weekends thereafter. If a parent misses a weekend because of travel, they will forfeit their weekend parent-time. If a parent will be traveling during their parent-time, they will provide the other parent as much notice as possible, but no less than 48-hours' notice.

**9.** The holidays shall be as the parties can agree. If there is no agreement the parties shall exercise holidays in conjunction with U.C.A.§81-9-302.

## 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 | Venus | Brian | (1) Begins Friday before MLK Jr. Day at: (a) the time school is regularly dismissed; or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. MLK Jr. Day. |
| President's Day | Brian | Venus | (1) Begins (a) the time school is regularly dismissed; or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. day before school resumes. |
| Spring Break | Venus | Brian | (1) Begins (a) at the time school is dismissed for spring break; or (b) 5:30 p.m. the day school dismisses. (2) Ends 8:30 p.m. on the day before school resumes. |
| Memorial Day | Brian | Venus | (1) Begins (a) at the time school is dismissed for Memorial Day; or (b) 5:30 p.m. on Friday (2) Ends 8:30 p.m. on Memorial Day. |
| Juneteenth | Brian | Venus | (1) Holiday begins at (a) 5:30 p.m. on the day before Juneteenth if the day before is not Father's Day; or (b) 8:00 a.m. on Juneteenth if the day before is Father's Day (2) Holiday ends at 8:30 p.m. the day following Juneteenth. |
| July 4th | Venus | Brian | (1) Begins July 3rd at 5:30 p.m. (2) Ends July 5th at 8:30 p.m. |
| July 24th | Brian | Venus | (1) Begins July 23rd at 5:30 p.m. (2) Ends July 25th at 8:30 p.m. |
| Labor Day | Venus | Brian | (1) Begins Friday before Labor Day at: (a) the time school is regularly dismissed; or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. Labor Day. |
| Fall Break (UEA) | Venus | Brian | (1) Begins (a) time school is dismissed for fall break or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. the day before school resumes. |
| Halloween | Brian | Venus | (1) Begins October 31 or the day that Halloween is traditionally celebrated in the local community at (a) time school is dismissed or (b) 3:00 p.m. if no school (2) Ends 8:30 p.m. the same day the holiday begins. |
| Thanksgiving | Venus | Brian | (1)Holiday begins at (a) time school is dismissed for Thanksgiving; or (b) 5:30 p.m. the day school dismisses at election of parent awarded holiday (2) Ends 8:30 p.m. on the day |

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|---|---|---|---|
| | | | before school resumes. |
| Winter Break (First Half) | Brian | Venus | (1) Begins dismissal or 5:30 p.m. the day school dismisses for winter break, (2) Ends December 27 at 8:30 p.m. |
| Winter Beak (Second Half) | Venus | Brian | (1) Begins 8:30 p.m. on December 27, (2) Ends 8:30 p.m. the day before school resumes. |
| Father's Day | Brian | Brian | (1) Begins 5:30 p.m. the day before (2) Ends 8:30 p.m. on Father's Day. |
| Mother's Day | Venus | Venus | (1) Begins 5:30 p.m. the day before (2) Ends 8:30 p.m. on Mother's Day. |

**10.** The parties shall each be awarded two weeks of uninterrupted summer parent-time each year with Brian receiving preference on weeks in odd numbered years and Venus's preference in even numbered years. The preference shall apply if the weeks are designated by February 1 of each year. The other party shall designate by February 15 of each year.

**11.** The parties shall incorporate the following parenting plan:

**PARENTING PLAN**

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

**B.** 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 child available for funerals, weddings, or significant events.

**C.** 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.

**D.** 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 child.

**E.** The parents understand that a conflict between them causes emotional trauma and pain to their child and this conflict shall be avoided.

**F.** The parents understand that consistency between the households is important regarding the child's schooling, discipline, etc.

**TIME SHARING AND RESIDENTIAL PLAN**

**G.** Venus shall have primary custody subject to Brian's parent-time listed above.

**H.** The parent with the child during their parent time will ensure that the child arrive to school on time, is picked up on time and that they complete any and all assigned homework. The parents will discuss the child'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.

**I.** While the child is with a parent, that parent shall provide the child 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 child. 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.

**J.** Each parent may make decisions regarding the day-to-day care and control of the child while the child is in the physical custody of that parent.

**K.** If either parent is going out of state with the child, that parent shall provide to the other the address and telephone number of where the child will be prior to travel taking place as well as travel details. Any travel out of state, notice shall be provided to the other parent at least seven days in advance unless an emergency.

**L.** The child shall be allowed reasonable telephone contact as initiated by the child.

## SHARING OF INFORMATION

**M.** The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the child's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

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

**O.** The parents will notify the other parent of illnesses the child may have when they are at the individual homes.

**P.** The parents will discuss any problems either one of them is experiencing with disciplining the child and they will work together to enforce similar discipline plans/goals at each home.

**Q.** The parents agree to communicate with each other any concerns regarding the wishes of the child in regards to parent-time and work together to do what is in the best interest of the child, in order to minimize any undue stress on the child.

**R.** 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 child.

**S.** The parents agree not to place the child in the middle of their communications or conflicts that may arise, if any. They will not probe or question the child regarding the other parent, send messages to the other parent through the child disparage or degrade the other parent in the presence of the child or allow third parties to do so.

**T.** If there is a change to parent-time or a special event, parents shall first communicate with one another prior to discussing any proposed change, event or activity to the child.

**U.** The parties shall follow the relocation statue if either parent relocates more than 150 miles.

**MAJOR DECISIONS AND DISPUTE RESOLUTION**

**V.** The parents agree that all major decisions concerning the child 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 child ‘s best interests and will follow the legal custody paragraph.

**W.** 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 PARENT PLAN**

**12.** **CHILD SUPPORT:** Brian is currently employed and earns $10,327/month from his full-time position, retirement, and disability.

**13.** Venus is currently employed and earns $8,666/month from her full-time position.

**14.** Child support is established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §81-6-301 et. seq. for the minor child of the parties based on a sole custody worksheet. The amount of child support provided per Code is $846 per month. Child support shall begin as October 2026. Child support shall be paid by the 15th of each month. Child support shall terminate upon the last payment being made in May 2030, which is the expected month of graduation for the child.

**15.** The parties shall jointly and equally be responsible for any extra-curricular activities for the child which are first agreed upon in writing with neither party unreasonably withholding consent and allowing the child to continue with her current activities. The parties may use the money in the account earmarked for the child's activities. Once that money has been depleted, the parties will each pay their one-half from their individual accounts.

**16.** The parties shall equally split the costs of school fees, specifically her elective classes, year books, pictures, cell phone, and school sports. The parties will split vehicle insurance upon the child reaching driving age.

**17.** **CHILDCARE:** The child is of the age where no child care is anticipated.

**18.** **MEDICAL**: The minor child is currently covered on Brian's Tri-care medical insurance and Venus' dental and vision insurance. Brian shall pay the full medical premium costs and Venus the full dental and vision insurance premium costs without reimbursement from the other. In the event both parties have coverage for the child, the child shall be double covered and the parties shall each pay their own premium costs for the child with Brian's insurance as primary.

**19.** Each parent is to pay for one-half (½) of any deductible or non-covered amounts for such essential medical, dental, and vision 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 and notify of any change of insurance carrier, premium or benefits within 30 days of the date of the change.

**20.** A parent who incurs medical, dental, vision, etc. expenses shall provide written verification of the cost and payment of such expense to the other parent within thirty (30) days of payment. The other parent is ordered to reimburse the other parent or make their portion of those payments within thirty (30) days of receipt of the documentation supporting required participation.

**21.** 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 and the child's current therapy shall be split 50/50 by the parties.

**22.** **TAXES:** For purpose of taxes, the parties shall alternate claiming the child. Venus shall claim the child in even numbered tax years and Brian shall claim the child for odd numbered tax years. Brian's right to claim the child is dependent upon being current on child support by December 31 of the claiming year.

**23.** **REAL PROPERTY:** The parties have real property located at 3097 W. 2050 N., Clinton UT 84015. Venus will be awarded the home free and clear of claims of Brian subject to the following terms:

**a.** Venus shall have one year from entry of divorce to refinance or assume the loan and remove Brian from the loan and pay Brian $80,000 as his complete and total share of equity.

**b.** Venus shall pay all obligations on the home to include the HVAC debt, mortgage debt, and utilities as well as any future costs.

**c.** In the event Venus is unable to refinance, she shall list the home for sale and shall pay Brian his $80,000 of equity at the time of sale.

**24.** Brian will sign the necessary documents to effectuate the transfer of the property and equity.

**25.** **RETIREMENT:** The parties shall each be awarded their own retirements, pensions, disabilities, etc. free and clear of claims of the other party.

**26.** **PERSONAL PROPERTY:** The parties have acquired personal property during the course of the marriage which shall be equally divided. Specifically:

**a.** Venus shall take the Ford Explorer, Chevy Corvette, Kawasaki Brute Force, pets and pet supplies, all tools required to maintain home and yard, home gym, home office,

child's bedroom furniture and clothing, living room furniture, the remaining furniture, 9 mm Springfield, and her personal items.

**b.** Brian shall take the Dodge Ram, painting supplies, tool boxes and tools (minus what is required to maintain home and yard), the remaining guns and safe, and his personal items. Brian shall take full financial responsibility and possession of Polaris RZR (and all accessories) and trailer.

**c.** Brian will contact Venus to make arrangements to pick up his items awarded within the 90 days.

**27.** The parties have split the bank accounts and each shall be awarded the accounts in their own names. The joint Ally bank account shall be considered the child's savings account and awarded to the child. The joint America First account will continue to be used for the child's sports, school costs, etc. until no amount remains at which time the account will be closed or remain open with a minimum balance to effectuate the child's account tied to that account with neither parent altering the account.

**28.** Any asset or property a party is awarded they shall remove the other from that joint obligation within 90 days of entry of divorce.

**29.** 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.

**30.** **DEBTS:** During the course of the marriage the parties incurred martial debt. Venus shall pay the Mortgage, Best Egg debt, the HVAC debt, and her personal debt. Brian shall take the Canyon View Credit Union debt and his credit cards/personal debt. The parties shall remove the other from any joint debt assigned to them within 90 days

of entry of divorce. The parties shall hold one another harmless on the debts they are assigned.

**31.** All other debt shall be paid by the party in whom the debt is listed.

**32.** Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.

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

**34.** **OTHER:** Venus shall have her maiden name of Fry restored should she choose.

**35.** The parties shall be civil in all communications.

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

**37.** 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.

**38.** The parties shall each 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/: Challin Holloway
Signed by Brittany R. Brown with permission of Challin Holloway
CHALLIN HOLLOWAY
Attorney for Brian

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Venus, 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 21st day of October 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:

Challin Holloway
Attorney for Brian Thomas

Dated this 21st day of October 2026

/s/: Kari Kulak
Kari Kulak
Paralegal