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IN THE THIRD JUDICIAL DISTRICT COURT, IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
<i>In the Matter of the Marriage of</i> ANDREW LEWIS JOHNSTON, Petitioner, and STEPHANIE BROOKE JOHNSTON, Respondent.	DIVORCE DECREE AND JUDGMENT Case Number: 264901061 Judge: WILLIAMS Commissioner: BLOMQUIST

The court DECREES:

Divorce

1. Andrew Lewis Johnston (“Andy”) is granted a divorce based on the Affidavit of Jurisdiction and Grounds. The divorce will become final upon entry of the divorce decree.

Three-month residency

2. Petitioner was a resident of Salt Lake County, State of Utah, more than three (3) months immediately preceding this action.

Children (Utah Code §81-5 101 *et seq.*)

3. Andy and Stephanie Brooke Johnston (“Brooke”) are the legal parents of the following children (Utah Code 78B-15-101 *et seq.*). This court has jurisdiction to make orders about these children:

- i. ELJ born on 02/14/2009
- ii. HMJ born on 04/27/2011

Home State

4. Utah has jurisdiction over the custody and parent-time issues in this case because Utah is the home state of said minor children under Utah Code §81-13-201(1)(a).

Children, Other Court Proceedings (Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code §81-5 101 *et seq.*; Utah Uniform Interstate Family Support Act, UIFSA, Utah Code §81-8-101 *et seq.*)

5. The court finds that:
 - a. There are no custody, child support or parent-time cases about the parties’ minor children ELJ and HMJ in any court or government agency. This includes filed, pending, and completed cases.
 - b. The parties do not know of any criminal, delinquency, or protective order cases involving Andy and Brooke or their children.

- c. The parties have physical custody of ELJ and HMJ. The parties are the only people who have custody, child support, and parent-time rights to ELJ and HMJ.

CUSTODY AND PARENT TIME

6. **Physical Custody.** The parties agree to share joint physical custody of their minor children. The parties will determine parent time as they can agree, but if they cannot agree, then parent time will be as follows:
 7. Andy will have a midweek parent-time visit every Monday from as early as 4 p.m. until 9 p.m.
 1. Andy will have parent time every Wednesday from as early as 4 p.m. and continuing overnight until school the next day (or 9 a.m. if there is no school). The parents will be sensitive to the children's needs and desires when exercising overnight parent-time
 2. Andy will also have alternating weekends with the children from Friday at 4pm through Monday morning when the children start school (or 9am if there is no school).
 3. The parties anticipate that Andy's parent-time will mostly occur in the marital home, but may occur at his residence at his option. The parties agree that on one of Andy's parent-time weekends each month, Brooke will be away from the marital home for

Andy to exercise his parent-time in the marital home without her there. Andy agrees that if he desires to visit the marital home at any other times other than those outlined above, he will communicate with Brooke first via text. The parties will continue to have Andy exercise parent-time in the marital home for as long as they both agree to this arrangement.

4. Brooke's residence will be considered the primary residence for purposes of determining the children's school

HOLIDAY PARENT-TIME

5. The parties will work together to arrange parent time on holidays as they can agree. If they cannot agree, then the parties will follow the holiday schedule found in Utah Code 81-9-303, with Brooke being designated as the "custodial" parent for purposes of reading the holiday statute only.
6. This schedule outlined as follows is:

Odd Years: Noncustodial Parent Schedule Even Years: Custodial Parent Schedule	Even Years: Noncustodial Parent Schedule Odd Years: Custodial Parent Schedule
Day before or after the child's birthday 3p.m -9p.m.	Child's birthday on actual birthdate beginning at 3p.m. until 9p.m.
Martin Luther King Jr. 6p.m. (or after school, or 9am if no school) Fri. – until delivering the child to school on day after the holiday (or 8am if no school)	President's Day Fri at 6p.m. (or after school, or 9am if no school) – until delivering the child to school on day after the holiday (or 8am if no school)
Spring Break from 6p.m. on day school lets out until delivering the child to school on the day after the break (or 8am if no school)	Memorial Day from 6p.m. on Fri (or after school or 9am if no school) – until delivering the child to school on the day after the holiday (or 8am if no school)

July 4 th from 6p.m. on July 3 rd until 6p.m. on July 5 th .	Juneteenth from 6 p.m. on the day before Juneteenth if the day before Juneteenth National Freedom Day is not Father's Day; or 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day until 6 p.m. on the day following Juneteenth.
Labor Day from 6p.m. (or after school or 9am if no school) on Fri – until delivering the child to school on day after the holiday (or 8am if no school)	July 24 th from 6p.m. day on July 23 rd until 6p.m. on July 25 th
Fall School Break (if applicable – often UEA) from 6p.m. on day school is dismissed until delivering the child to school on the day after the break (or 8am if no school)	Columbus Day from 6p.m. the day before the holiday until 7p.m. on the holiday
Veteran's Day from 6p.m. day before until 7p.m. on the holiday	Halloween on October 31 or the day Halloween is celebrated in the local community from after school (or 4pm if no school) until 9p.m.
First half of Winter break starting at 6pm (or when school is dismissed) on day school is dismissed for the break continuing until 7p.m. on December 27 th	Thanksgiving holiday from Wed at 6 p.m. (or when school is regularly dismissed for the holiday) until delivering the child to school on the Monday after Thanksgiving (or 8am if no school)
	Second half of Winter break from 7p.m. on December 27 th until delivering the child to school on the day school resumes.

SUMMER/EXTENDED PARENT-TIME

- The parties agree that each parent will be entitled to up to two weeks of uninterrupted parent time for vacation purposes in the summer. In even years, Andy will elect his uninterrupted time first and will do so by May 1st. In odd years, Brooke will elect her uninterrupted time first and will do so by May 1st. A party who does not elect by May 1st in their specified year may lose their opportunity to elect first.

TRANSPORTATION

8. Unless otherwise agreed, the parent beginning their parent time will provide transportation for parent time if such is needed

LEGAL CUSTODY

9. The parties agree to exercise joint legal custody of their children pursuant to the following decision-making plan.
10. The parties agree that the day-to-day decisions and emergency decisions regarding the children will be made by the parent who has care and control of the child/children at that time. In the case of emergency decisions, the party making the decision will inform the other parent of what has occurred as soon as reasonably practicable.
11. When making major decisions regarding their children, including, but not limited to, decisions regarding a child's health, education, or religious upbringing, the parties agree to the following decision-making process:
 - a. The parties agree that for all major decisions they will first discuss such issues with each other in an effort to reach agreement.
 - b. If the parties cannot agree, then they will attempt at least one session of mediation in an effort to resolve the matter. The parties will split equally the cost of mediation unless otherwise agreed.
 - c. If the parties cannot agree in mediation, then either party may take the issue to court.

BEGINNING OF PARENTING PLAN

Communication and Parenting Guidelines

1. The parties agree that they will not use derogatory or demeaning language to each other or about each other in the presence of the children. They will also prevent third parties from doing so.
2. The parties agree that they are both fully entitled to access and receive medical, educational, or other information or records regarding their children.
3. The parties agree to keep each other informed of all medical, educational, or other appointments involving their children.
4. The parties agree that they will cooperate with one another in allowing their children to attend important family functions and events.
5. The parties agree that their communication with each other will remain civil and child centered. The parties agree to share information regularly regarding their children.
6. The parties agree that their children should be able to contact either of them as often as desired within reasonable hours. The parties agree that a child's communication with a parent should be unmonitored.
7. The parties agree that a parent should be able to contact the children as often as desired at reasonable hours, duration, and frequency.
8. The parties agree to discuss parenting guidelines and other house rules that they use for the children in an effort to create consistency between them.
9. The parties otherwise agree to follow the Advisory Guidelines for parents found in Utah Code § 81-9-202.

Travel with Children

10. If a parent desires to travel with the children (either during summer/extended parent time, or otherwise), the parent who will be traveling with the children will provide notice to the other parent of the travel, including an itinerary of travel and contact numbers where the children may be reached at all times.

Relocation

11. If either parent intends to relocate more than 150 miles from the other parent, then the parent wishing to relocate will notify the other parent at least 60 days prior to the move and the parties will work together to make a new plan for parent-time and otherwise follow Utah Code §81-9-209.

END OF PARENTING PLAN

CHILD SUPPORT

12. The parties agree that child support is based on Brooke's gross monthly income of \$16,543.00, and on Andy's gross monthly income of \$7,000 (Andy is self-employed and arrived at this number by averaging his gross monthly receipts less reasonable business expenses). Using the joint custody calculator for two children, allotting Brooke 220 overnights and Andy 145 overnights, child support should be \$352.00 per month, which Andy will be obligated to pay to Brooke.
13. Child support payments should begin the first full month after Andy moves from the marital residence, unless otherwise agreed. All other usual statutory terms for child support apply.

HEALTH INSURANCE FOR MINOR CHILDREN

14. Whichever party has the ability to provide health insurance coverage for the children at the most reasonable cost will do so. At this time, Brooke will cover the children on her health insurance. The parties agree to split equally the cost of the health and dental premiums attributable to the children. The monthly per person amount of the premium is determined by taking the total monthly premium and dividing it by the number of people covered by the insurance plan. The parties agree at this time that Andy will pay \$91.60 per month, which is one half of the children's portion of the medical premiums paid by Brooke.
15. The parties will split equally any out-of-pocket medical, dental, orthodontic, or mental health costs for the children. The party incurring the cost will inform the other party of the expense within 30 days and the other party will reimburse his or her portion of the cost within 30 days of receiving notice.

CHILDCARE COSTS

16. The parties do not anticipate any childcare costs due to the age of their children.

EXTRACURRICULAR ACTIVITIES AND SCHOOL COSTS

17. The parties agree to equally divide the cost of any extracurricular activities in which the children participate if they have previously agreed on the extracurricular activity in writing (which may include text or email). The parties represent at this time that they have agreed that the children may participate in theater, school of rock, and crew.

TAXES

18. Unless otherwise agreed, the parties will divide the child related tax deductions/ exemptions equally with each party claiming one of the minor children for tax purposes each year. When the older child ages out, the parties will alternate claiming the younger child with Brooke claiming the child in odd tax years, and Andy claiming the child in even tax years.

MARITAL HOME

19. The parties own a home together located at 119 B Street, Salt Lake City, Utah 84103. The parties agree that Brooke will be awarded the home subject to the mortgage thereon. The parties agree that the home will be appraised by an independent appraiser agreed to by the parties. The appraisal will be completed within 60 days of the parties signing this Agreement. The parties will use the appraised value to determine the equity in the home (appraised value less current mortgage principal). Brooke agrees to refinance the home and pay out one half of the equity in the home to Andy within six months after the finalization of the Divorce. Upon receiving his equity, Andy will sign a quitclaim deed to Brooke, awarding her the home.

VEHICLES

20. The parties agree that the 2019 Nissan Pathfinder will be awarded to Andy and that the 2015 Toyota Prius will be awarded to Brooke. Both these vehicles are paid off. The parties will cooperate in transferring title consistent with this agreement.

OTHER PERSONAL PROPERTY

21. The parties agree to divide their other personal property as they can agree and if they cannot agree, then to attend mediation prior to taking the matter to court.

RETIREMENT ACCOUNTS

22. The parties agree that they will each be awarded the retirement account(s) in their own name.

BANK ACCOUNTS

23. The parties agree they will split equally the joint checking account at Canyon View Credit Union and the joint money market account at Everence Credit Union. The parties will split these accounts as of the date of divorce unless they agree to do so earlier.

ALIMONY/SPOUSAL SUPPORT

24. The parties agree to waive their claims to alimony as part of this agreement.

DEBTS

25. The parties have no debts to divide. The parties agree that they will each take responsibility for any debts in their own names and will indemnify and hold the other harmless from any liability for these debts.

COSTS OF FILING

26. The parties will cooperate in filing for divorce and will split equally the cost of drafting and filing their final divorce documents, unless otherwise agreed.

NAME CHANGE

27. The parties agree that Brooke may change her name to Brooke Stephanie Provost following the finalization of the divorce.

OTHER ISSUES

28. **Drafting.** Both parties participated in mediation together and contributed to the drafting of the MOU (herein known as the Stipulation) they signed by participating in mediation, and no provision shall be construed against any party as being the draftsman thereof. The parties specifically, intentionally, and knowingly waive any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.
29. **Full Disclosure.** The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this Decree represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.
30. **Final Stipulation.** The Decree conforms to the Stipulation signed by the parties on or about February 11, 2026 is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Decree shall have any force or effect. The parties are aware that they have a right to proceed to trial in this matter to present all of their evidence and witnesses but waive this right. The parties are satisfied that the Decree is fair and reasonable. There are no questions the parties have to ask or unresolved

issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Decree.

** In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of the Order. **

Date: 04/05/2026

Stephanie Brooke Johnston (e-signed with permission received via email on 04/05/2026)

STEPHANIE BROOKE JOHNSTON, *Respondent*

APPROVED AS TO FORM AND CONTENT

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing **Decree of Divorce** will be submitted to the court for signature unless you file an objection in writing within seven (7) days from the date of service of this notice.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served as indicated below, on 04/04/26, to the following:

Brooke Johnston 119 B St Salt Lake City, UT 84103 864-652-9199 brookejohnston@mailfence.com	<input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Electronic Filing Notification <input checked="" type="checkbox"/> E-mail
	/s/ Susan Astle