



DAVID HUNT (19399)
MARCO BROWN (13156)
BROWN FAMILY LAW, LLC
8915 S. 700 E., Ste 203
Sandy, UT 84070
Tel: 801.685.9999
Fax: 800.299.1016
d.hunt@brownfamilylaw.com

Petitioner's Attorney

IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE
IN AND FOR UTAH COUNTY, STATE OF UTAH

IN THE MATTER OF THE MARRIAGE
OF

JENNIFER LOUISE SIMPSON,

Petitioner,
&

GARY NEALE SIMPSON JR,

Respondent.

DECREE OF DIVORCE

Case No. 264900990

Judge Kara Pettit

Commissioner Renee Blocher

Petitioner, Jennifer Simpson, through her attorney, David Hunt, and Respondent, Gary Simpson, through his attorney, Kenton Walker, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during mediation with Mediator, Connor Fackrell, on April 22, 2026. From the records, files, and papers in this matter, the Court being fully advised, and having previously made and entered its Findings of Fact and Conclusions of Law, now

ORDERS, ADJUDGES, AND DECREES

1. The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

2. Children. The following is the minor child of the parties: M. E. S.
March 2015

PARENTING PLAN

3. Custody/Parent time. The Parties are awarded joint custody of their minor child with Mother being designated as the primary and residential parent. Parent-time with the child shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Father	Father	Mother	Mother	Mother	Mother	Mother
Week 2	Father	Father	Mother	Mother	Father	Father	Father

a. The parties shall have 50/50 custody such that Father exercises parent-time every Monday overnight and Tuesday overnight with the exchange at school on Wednesday morning or 9 a.m. when school is not in session. Mother shall exercise parent-time every Wednesday overnight and Thursday overnight with the exchange at school on Friday morning or 9 a.m. when school is not in session. The

weekends shall alternate between the parties with each party receiving every other Friday until Monday morning with the exchange at school or 9 a.m. when school is not in session.

b. Summer Extended Parent Time. Each party will receive two-uninterrupted weeks in the summer-time.

4. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks, with the child by May 1 each year for first option parent and May 15 for second option parent. Father shall have first choice of extended time in odd numbered years and Mother shall have first choice of extended time in even numbered years. If notification is not provided timely the complying parent may determine the schedule for extended parent-time for the non complying parent.

5. Holidays.

a. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be according to Utah Code Annotated §81-9-303 as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Martin Luther King Jr. Holiday after school on the Friday before holiday to Tuesday morning with the exchange at school
Father	Mother	President's Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Spring Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Memorial Day after school on the Friday before holiday to Tuesday morning

		with the exchange at school
Mother	Father	July 4th 9 a.m. the day before holiday to the day after at 6 p.m.
Father	Mother	July 24th 9 a.m. the day before holiday to the day after at 6 p.m.
Mother	Father	Labor Day after school on the Friday before holiday to Tuesday morning with the exchange at school
Mother	Father	Fall Break after school on the day school lets out to the day school resumes with the exchange at school
Father	Mother	Halloween after school to 9 p.m. or if school is not in session 4 p.m. to 9 p.m.
Father	Mother	Thanksgiving after school on the day school lets out to the day school resumes with the exchange at school
Mother	Father	First Half of Winter Break beginning after school the day school lets out until December 27 at 7 p.m.
Father	Mother	Second Half of Winter Break , beginning December 27 at 7 p.m. and ending the day school resumes with the exchange at school
Mother	Father	The day after child's birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Mother	Child's actual birthday from after school or 9 a.m. if school is not in session until the next morning with the exchange at school or 9 a.m. if school is not in session
Father	Father	Father's Day the day before the holiday at 6 p.m. to the day after at 9 a.m.
Mother	Mother	Mother's Day the day before the holiday at 6 p.m. to the day after with the exchange at school

6. Legal Custody. The parties shall have joint legal custody. Both parties will have access to the child's school, medical, church, and other records and will include the other party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious training shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties will first seek the advice of an expert in the field. If they cannot come to an agreement, Mother shall have final say. Father may request mediation to resolve the issue prior to seeking court intervention. Each party shall be responsible for one-half (1/2) the cost of mediation if it occurs. Both parties shall have

the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

a. Medical. Emergency and sick care shall be attended immediately by the parent who is exercising the parent time. The parent shall notify the other parent within 30 minutes for emergency or same day care. The parent shall notify the other parent within 24 hours of scheduling for any regular medical or dental appointment, and the parent who has the parent time shall attend the appointment. If it is emergency care, both parents shall be able to attend the care.

b. Therapy. The child shall attend therapy until released by the therapist or mutually agreed upon by the parties. The therapist shall be Lauren Kitchens. Each party shall ensure the child gets to therapy on their respective parent-times. The parties shall participate in therapy as recommended by the therapist. Each party shall pay one-half of the therapy bill directly to the therapist. If payment to the provider is not possible, the party incurring the out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. The parties will follow the recommendations of the child's therapist. Any communication to or from the therapist shall be emailed to both parties. Any emails or

parent communication that the therapist charges for shall be paid by the parent who initiates the contact.

c. Changing Parent-Time. There shall be no changes to the parent-time schedules as designated herein, unless the parent with the parent-time makes an agreement in writing through writing. The parents shall not talk to the child about any change in parent-time prior to a written agreement between the parties of the change.

7. Relocation. If either party moves more than 75 miles from the other parent, the parties will be bound by the 60-day notice requirements of Utah Code Annotated §81-9-209.

8. Communication. The parties will discuss all parenting concerns by text or e-mail at any time needed and will not use their child to deliver messages. The parties will use phone or text contact for emergencies or changes on the day of the exchange.

9. Online Calendar. The parties shall use an online calendar to communicate activities of the child. Mother shall send an invite to Father within 14 days of the stipulation. Both parties shall have the ability to edit the calendar. Both parties shall list the important events of the child on the calendar, which shall constitute the notice requirement as designated herein.

10. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and

uncensored communications with the child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

11. Travel.

a. When the child travels with either parent out of State, all of the following will be provided to the other parent at least 7 days prior to departure or 21 days for international travel:

i. An itinerary of travel dates;

ii. Destination;

iii. Places where the child or traveling parent can be reached;

iv. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.

b. Both parties shall have unfettered access to the child's passports and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be done through notarized documentation between the parties and consent shall not be unreasonably withheld.

c. Mother shall be the custodian of the minor child's passport.

12. Change of Information. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent time access information within 24 hours of any change.

13. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program. Placing information on the calendar shall constitute notice.

14. Special Events. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule.

15. Mutual Restraining.

a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.

b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

c. The parties will not use their child to deliver messages. Thus, the parents will not discuss any issues regarding co-parenting in front of the child or at any child's activity.

d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.

e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.

f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third

parties from such violations or shall remove the minor child from such circumstances.

16. First Right of Refusal. Each parent will have first option to provide care for the child over any other third party if the parent responsible for the child is not available overnight during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal.

17. Limitations.

a. Romantic Partners. The parties shall not introduce any romantic partner to the minor child until the relationship has been ongoing for at least six (6) months and is of a serious, committed nature.

b. The people in the respective households and the parties will not use illegal drugs, prescription drugs in a non-prescribed manner, or alcohol in excess immediately preceding parent time or while they are exercising parent-time.

c. The parties are constrained from allowing the minor child to be in the presence of any other person who the parties suspect or have reason to suspect may be under the influence of alcohol in excess, illegal drugs, or non-prescribed drugs.

d. Upon reasonable suspicion, either party shall submit to random alcohol or drug testing at the request of the other party. If a UA or EtG is requested, the test shall be completed within 24 hours and shall be observed. In the case of a breathalyzer request, this shall be done immediately (through contacting the police or Soberlink, BACtrack, or something similar). The party requesting the test will pay for the cost of the test. If the test is positive or “dirty”, the party taking the test shall be responsible to reimburse the requesting party the cost within 30 days. The results of the drug or alcohol test need to be provided within 24 hours of receiving the results. Failure to take the test shall be considered a positive or “dirty” test.

e. If the test is dirty or in excess of the legal alcohol limit, their parent time shall be suspended until there is a clean test.

18. Dispute Resolution. If the parties have any future disagreement pertaining to their child generally or over the terms or implementation of this agreement, they shall seek the assistance of a mutually agreed upon third party or mediator before either of the parties initiates legal action. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical.

19. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount

incurred for any mutually agreed upon in writing extracurricular activities that the minor child may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall put the event on the shared calendar within 24 hours of receiving the calendar or any change.

20. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This shall not include private school tuition. The parties shall pay the school

directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

21. Transportation for the Child. The parties will utilize school-to-school exchanges when school is in session. If school to school exchanges are not possible because school is not in session, the receiving parent will provide the transportation from the other parent's residence unless otherwise mutually agreed upon.

22. Third Party Transportation. A step-parent, grandparent, or other mutually agreed upon responsible individual, may pick up the child if the other parent is aware of the identity of the individual, and the receiving parent will be with the child by overnight.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

23. Child Support. Child Support shall be calculated as according to Utah Code Annotated §81-6-107 et seq. Father's gross monthly income is \$14,583 per month. Mother's gross monthly income is \$13,333 per month. Mother has 183 overnights and Father has 182 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation shall be \$70 per month.

Child support shall commence May 1, 2026. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated. The child support is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

24. Medical/Dental Expenses. 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. Mother is currently providing said insurance.

a. Each 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 child'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.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling,

prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents

c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.

d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Mother shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of Father shall be secondary coverage for the dependent child. If a parent remarries and his or her 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 health, hospital, or dental insurance plan of the step parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

e. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall pay their own insurance policy premium with no compensation from the other party.

f. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

25. Child Travel Expenses. Father shall pay to Mother \$67 per month beginning the first day of the month immediately following entry of the Decree of Divorce. This shall continue through May 31, 2034. The expense is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

26. Childcare Expenses. The parties shall adopt Utah Code Annotated §81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor child.

27. Dependency exemption. The parties will share the dependency exemption/tax credit for the minor child as follows:

a. When there is only one minor child, the parties will alternate the dependency exemption/tax credit for the minor child. Mother will be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and Father will claim the minor

child as a dependency exemption/tax credit for odd-numbered tax years.

b. Father is entitled to claim the dependency exemption/tax credits indicated herein as long as he is current on his child support obligation by December 31 st of the applicable tax year.

28. Taxes. The parties have filed their 2025 taxes jointly.

29. Real Property.

a. The parties are selling their home for a reasonable market value price and shall split equally any proceeds from the home. Mother is awarded use of the home until it sells. The parties shall each pay one-half (1/2) of the mortgage, utilities and other costs associated with the home until the home sells. The parties shall immediately put the home for sale with Yarhtib Martinez. The parties shall follow the advice of the Real Estate Agent. 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 shall be paid;
- iii. Third, the debts shall be paid as outlined herein;
- iv. Thereafter, the equity is equally divided between the parties.

30. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
Nissan Titan	Father
Genesis	Mother

a. Dogs. The parties shall equally pay for the cost of the two dogs. The custody of Bella shall follow the custody of the minor child. Pepper shall be awarded to Mother.

b. Wedding Band. The wedding band shall be held for the benefit of the minor child and delivered to her upon her 18th birthday. Mother shall retain possession of the wedding band as custodian until that time.

c. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

31. Debts. The parties acquired debts during the marriage. Each party will assume, indemnify, and hold the other harmless from liability on, the following debts:

Debt	Approximate Balance	Responsible Party
Father's Student Loans	\$52,000	Father

American Express Credit Card	\$30,000.00	To be paid with the proceed of the home
Synchrony Bank Loan 6860	\$2,067.00	To be paid with the proceed of the home
American Express Personal Loan	\$14,500.00	To be paid with the proceed of the home
Southwest Credit Card	\$6,200.00	To be paid with the proceed of the home
Amazon Credit Card	\$6,885.00	To be paid with the proceed of the home
Chase Freedom Card	\$4,044.00	To be paid with the proceed of the home
Service Financial LLC	\$3,004.00	To be paid with the proceed of the home
Old Navy Credit	\$324.00	To be paid with the proceed of the home
Target Credit	\$870.00	To be paid with the proceed of the home
Lowe's Credit	\$2,658.00	To be paid with the proceed of the home
Home Depot Credit	\$868.00	To be paid with the proceed of the home
Mountain America Loan (Lux Lights)	\$1,740.00	To be paid with the proceed of the home
Best Buy Credit	\$2,041.00	To be paid with the proceed of the home
American Express Personal Loan	\$13,678.00	To be paid with the proceed of the home
Other Debt in Father's Name	-	Father
Other Debt in Mother's Name	-	Mother

a. Accumulation of Debt: Neither party will incur any additional liability on joint credit cards.

b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Shall other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

32. Stocks.

a. Mother's Stock Options. Mother is awarded all right, title, and interest in her stock options.

b. Edward Jones Stock Account ending in 5085. The Edward Jones stock account ending in 5085 shall be divided equally between the parties as of date of Decree of Divorce.

33. Checking And Saving Accounts. Each party will be awarded monies in their own separate checking and savings accounts. The joint accounts shall be closed within 30 days of the stipulation and shall be divided equitably.

34. Retirement Accounts. The parties shall be each awarded their own respective 401k accounts. The two IRAs managed by Edward Jones ending in 5355 and 9321 shall be divided equally between the parties with each party receiving one half (1/2) of the account upon the date of division. The transfer is intended to be a tax-free transfer under Section 408(d)(6) of the IRC.

35. 529 and Custodian Account for the Minor Child. The 529 account and custodial account established for the minor child shall be maintained for the benefit of the minor child. Neither party shall withdraw any funds from either account. Both parties may contribute to the accounts. Upon the child reaching the age of 18, the accounts shall be transferred to the child.

36. Life Insurance. Each party shall carry life insurance on his or her life in the face amount of no less than \$150,000, until such time as the parties'; minor child reach the age of eighteen (18) or graduates from

high school, whichever occurs later. During such period, each party will name the child as beneficiaries on said life insurance policies.

37. Name. Jennifer Simpson will have the option of restoring her name to Jennifer Louise Sheets.

38. Alimony. Neither party shall be awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

39. Property Settlement. Father shall pay Mother a property settlement of \$97 per month for 27 months beginning the first day of the month immediately following entry of the Decree of Divorce. The settlement is payable one-half on the 5th day of each and every month, and one-half on the 20th day of each month.

40. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

41. Attorney's Fees and Costs. Each party shall be ordered to assume his or her own costs and attorney's fees incurred in this action.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Kenton Walker

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Decree of Divorce for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated May 5, 2026.

BROWN FAMILY LAW, LLC

/s/ David Hunt

David Hunt

Petitioner's Attorney

CERTIFICATE OF SERVICE

I hereby certify that on 5 May 2026 I caused to be served a true and correct copy of the foregoing by email, addressed to the following:

Kenton Walker
Respondent's Attorney
angie@rcglawgroup.com

/s/ Idania Blandon

Idania Blandon

Paralegal, Brown Family Law