



NATHANIEL GARRABRANDT (15137)  
MARIO ARRAS (13036)  
BROWN FAMILY LAW, LLC  
8915 S. 700 E., Ste 203  
Sandy, UT 84070  
Tel: 801.685.9999  
Fax: 800.299.1016  
nathaniel@brownfamilylaw.com

*Petitioner's Attorney*

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

In the Matter of the Marriage of  
  
DONALD JOHN FRANCIS II,  
  
Petitioner,  
&  
AMERICA JILL FRANCIS  
  
Respondent.

**DECREE OF DIVORCE**

Case No. 234900653

Judge Randall Skanchy

Commissioner Michelle Blomquist

Petitioner, Donald Francis, through his attorney, Nathaniel Garrabrandt, and America Francis, through her attorney, Marty Olsen, stipulated to a full and final resolution of all issues raised in this matter pursuant to an agreement reached during a Judicial Settlement Conference on July 29, 2025 with Judge Todd M. Shaughnessy and pursuant to an agreement executed by the parties on October 23, 2025. From the records, files, and papers in this matter, the Court being fully advised, having 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.** Grounds. During the course of the marriage, the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship; therefore, this divorce is granted on the grounds of irreconcilable differences.

**3.** Children. The parties are the parents of two minor children, P.F., born December 2007 and K.F., born December 2013.

**4.** Legal Custody. The parties are awarded joint legal custody of the minor children.

**5.** Decision-making. The parties shall share all major decisions concerning the health, education, and welfare of the parties' minor children. The parent who is exercising parent-time may initiate emergency medical, dental, or psychological treatment. The other parent shall be notified immediately, or at least within 24 hours. The parties will implement the following decision-making procedure:

**A.** The parties shall initially identify the matter;

**B.** The parties shall research the issue and possible solutions related to the issue, and listen to and understand each other's perspectives;

**C.** The parties shall use the most sensible resolution that considers the needs and interest of everyone involved, particularly the children, and attempt to reach a resolution;

**D.** If a disagreement arises, the parties shall first calmly identify the issue, communicate their respective positions, and then attempt to come to a resolution;

**E.** If the parties are unable to agree, they shall consult with an authority in the area of the dispute (a doctor, psychologist, school officials, etc.);

**F.** In the event the parties cannot agree after consulting professionals, they shall submit the matter to the Special Master, who will have final say.

**G.** The parties shall split fees for any experts and/or the Special Master.

**6.** Special Master. Spencer Ricks shall be designated as Special Master, and both parties shall cooperate in completing engagement agreements and any retainers to him within 90 days.

**7.** Physical Custody for Kathryn. The parties are awarded joint physical custody of the minor children. Parent-time shall be as the

parties can agree. If they are unable to agree, then parent-time shall be on a 2-2-5 schedule. Mother shall have Mondays and Tuesdays overnight, and Father shall have Wednesdays and Thursdays overnights, and they shall alternate long weekends.

**8.** In summer of 2026, each party shall have one two-week uninterrupted period that they shall attach to their five-day period of custody, so that no one will have more than two weeks. Beginning in summer of 2027, the parties shall still have a two-week uninterrupted parent-time period, but the parties shall, beginning with that summer, begin alternating weeks, with a week-on/week-off schedule.

**9.** Physical Custody/Parent-Time for Peter. Peter is subject to the minimum statutory time, pursuant to Utah Code § 81-9-302.

**10.** The parties have agreed, and it is this Court's order, that pursuant to the Guardian ad Litem's recommendation and Kathryn's request, that unless the parties agree otherwise or there is a directive by the Special Master, Kathryn shall attend Young Women's meetings on alternating weeks in Mother's LDS ward, and Father's ward. In the event that Kathryn is to go to the other parent's ward, the parent with custody at that time will transport Kathryn to Young Women's in the other parent's ward.

**11.** Holidays. Holidays shall be pursuant to Utah Code § 81-9-304, with the exception that Columbus Day and Veterans Day are removed

from the calendar, per agreement of the parties. America shall be designated the custodial parent solely for the purpose of implementing the parties' holiday schedule.

**12. Travel.** When a party travels out of state with a minor child, he/she shall provide to the other parent an itinerary containing:

- A.** Travel dates;
- B.** Destinations;
- C.** Places where the child(ren) will be visiting;
- D.** The name and phone number of an available third party who will have knowledge of the child(ren)'s location.

**13.** Parties shall exercise curbside exchanges with each party remaining in the vehicle.

**14. School.** Kathryn shall remain in her current school, and the parties will try to come up with a mutual agreement about where Kathryn will attend middle school or junior high school. Kathryn will be in a Chinese Immersion program. If the parties are unable to agree, they shall submit that issue to the Special Master.

**15. Restraining Order.** The parties are restrained from making disparaging and demeaning remarks related to the other party in the presence of the minor child, and to whatever extent possible, preclude third parties from doing so.

**16. Child Support:** A child support order, pursuant to the Utah Child Support Act, Utah Code Ann. § 81-6-101 *et seq* enters consistent with the following:

**A.** Don is employed by the Church of Jesus Christ of Latter-day Saints and earns \$6,666 gross per month.

**B.** America is in work-related training but is capable of working and shall be imputed at a gross income of \$2,500 per month.

**C.** Pursuant to Utah Code An. § 81-6-202 through 305, the parties shall be ordered to pay child support as follows:

**i.** Until the expected date of Peter's graduation (May 22, 2026), America shall pay to Don monthly child support in the amount of \$133 on a split custody calculation. Child support for Peter shall automatically terminate upon his graduation.

**ii.** When Peter graduates, and there is only one minor child remaining, commencing June 1, 2026, Don shall pay America monthly child support in the amount of \$232 on a joint custody calculation.

**17. Exchange of Income Verification:** The parties shall exchange income verification on February 15<sup>th</sup> of each year for three years, beginning February 15, 2026.

**18. Extracurricular Expenses.** Each party shall pay one half of all extracurricular activities that they agree to in writing. If the parties are unable to agree on an extracurricular activity, each party shall still be entitled to have the child participate, but shall pay entirely for the extracurricular activity. The parties shall act in good faith in deciding whether the child shall participate in extracurricular activities.

**19. Medical Expenses.** Out-of-pocket expenses for any medical, dental, pharmaceuticals, therapy, and the like shall be split 50/50 by the parties, pursuant to the statutory terms.

**20. Therapy.** Family Systems Therapy shall terminate, however, both minor children shall remain in therapy. Peter shall immediately begin therapy with Mallory Christensen, and Kathryn shall stay with her current therapist.

**21. Real Property.** Don shall be awarded the marital home, subject to an equity payment to America of \$250,000. That amount shall be fixed and shall be paid within 120 days. If the house ends up selling for more or for less, America's equity shall still be fixed at \$250,000 without regard to any changes in the value of the home. Don shall assume responsibility for the existing first mortgage and the HELOC on the home.

**22. Alimony:** Don shall pay America alimony in the amount of \$2,500 per month for four years, beginning November 1, 2025. Alimony shall

automatically terminate if America cohabits or remarries or if either party dies.

**23. Financial Assets.** Those accounts that have been identified by the parties in a spreadsheet, including retirement and other investment accounts shall all be divided using the balances as of January 10, 2023, with the exception of the cryptocurrency account. That account, as of the date of the parties' agreement (July 29, 2025) is worth \$25,064.48. That amount shall be entered into the spreadsheet the parties are using to divide the financial assets, and an equal division of the funds in all accounts shall be recalculated with the cryptocurrency included.

**24. Joint Accounts.** The parties' joint accounts shall be awarded as follows. The party who is not awarded an account shall be removed from the account within 30 days of entry of the Decree of Divorce.

Account	Awarded to
Amazon (5626)	Don
Freedom (4418)	Don
Flex (0597)	Don
Wells Fargo (9606) (checking)	Don
Wells Fargo (4978) (savings)	Don
Active Cash Visa (4094)	Don
MACU (8013)	America
(Capital One Credit & Checking (7611)	America



**A.** Division of the funds contained within the foregoing (and any other marital) accounts and financial assets is reserved as follows:

- i.** Pursuant to Paragraph 23 above, “Those accounts that have been identified by the parties in a spreadsheet including retirement and other investment accounts, shall all be divided using the balances as of January 10, 2023, with the exception of the cryptocurrency account. That account, as of today is worth \$25,064.48. That amount shall be entered into the spreadsheet the parties are using to divide the financial assets, and an equal division of the funds in all accounts shall be recalculated with the cryptocurrency included.”
- ii.** To ensure an accurate, even division of said accounts and assets, Parties shall provide to their respective counsel within 30 days of execution of this Stipulation all documents each party believes relevant to ascertaining the account and asset balances on January 10, 2023. Counsel and parties shall then work to agree to an even division pursuant to Paragraph 23 above.

**iii.** If Parties and Counsel are unable to agree to the division by January 10, 2026, the matter may then be submitted to the Domestic Commissioner for resolution.

**iv.** A Decree of Divorce may enter with this issue reserved according to the terms specified herein.

**B.** Utility Accounts: The parties shall address the utilities accounts as follows:

Comcast	Don shall create new Comcast account, and current account will be closed.
Rocky Mountain Power	Don shall obtain new Rocky Mountain Power account, and current account shall be closed.
Precision Lawn and Tree Care	Account shall be transferred to Don.
Wasatch Front	America shall be removed from this account, and the account shall be retained by Don.
Jordan Basin	America shall be removed from this account
Herriman City Water	To be retained by Don
Enbridge	To be retained by Don

**i.** The foregoing utilities provision shall be effectuated by the parties within 30 days of entry of the Decree of Divorce.

**C.** Phones: Parties shall be responsible going forward for all costs associated with their respective phone lines and waive any claim to reimbursement for any costs associated with phone

plans prior to the execution of the Stipulation executed on October 23, 2025.

**25. Vehicles.** The parties shall be awarded their vehicles as follows:

**A.** Don shall be awarded the 2014 Mercedes C300.

**B.** America shall be awarded the 2013 Toyota Sienna.

**26. Vehicle Titles.** Parties shall remove the other from the titles of the vehicles they are awarded within seven (7) days of entry of the Decree of Divorce. If the parties do not possess the physical vehicle titles, they shall immediately order new title(s) and execute the title transfer within 48 hours of receipt of the replacement title(s). To that tend, the parties shall coordinate to transfer title at a joint appointment at the local DMV. The parties shall be responsible for their own respective costs in obtaining replacement titles.

**27. Personal Property:** America shall be awarded the art supplies, all of her books, the game inventory, Cutco cutlery, and her mother's rolling pin, and all of her sewing machines, equipment, and supplies. With those exceptions, Don shall be awarded all the personal property that remains in his possession and that is in the marital home. Each party shall be awarded the vehicle(s) now in their possession.

**A. Exchange of Personal Property:** The parties shall exchange personal property, as stipulated and ordered, within 90 days of entry of the Decree of Divorce.

**28.** Taxes: The parties shall divide equally the 2024 tax return, whatever that amount ultimately ends up being. They shall file separately for 2025.

**29.** Attorney Fees: Both parties are responsible for their own attorney fees incurred in this divorce action.

**30.** Execution of Documents: Each party shall execute and deliver to the other such documents as are necessary to implement the provisions of the Decree of Divorce.

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

APPROVED AS TO FORM:

/s/ Martin N. Olsen  
Martin N. Olsen  
*Respondent's Attorney*

**NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE**

**TO: Marty Olsen**

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 March 30, 2026

BROWN FAMILY LAW, LLC

/s/ Nathaniel Garrabrandt

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Nathaniel Garrabrandt

*Petitioner's Attorney*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 30, 2026 I caused to be served a true and correct copy of  
the foregoing by email to the following:

Marty Olsen  
marty@olsenfamilylaw.com

/s/ Nathaniel Garrabrandt

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Nathaniel Garrabrandt

*Petitioner's Attorney*