



JAMES H. WOODALL (5361)
CARR | WOODALL, LLC
Attorney for petitioner
1309 West South Jordan Parkway, Suite 200
South Jordan, Utah 84095
Telephone: (801) 254-9450
email: jw@carrwoodall.com

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

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In the matter of the marriage of)
CLINTON D. ENGLISH) **DECREE OF DIVORCE**
and)
BRINDI R. ENGLISH) **Case No. 24-4902846 DA**
) **Judge Derek J. Williams**
) **Commissioner Joanna B. Sagers**
)

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This matter came before the Court on petitioner's Notice to Submit for Decision.

Pursuant to §81-4-406, Utah Code Ann., petitioner submitted an affidavit in which jurisdiction and grounds for divorce were established. The parties' Settlement Agreement, which resolves all issues in this matter, is on file with the Court.

Good cause appearing, and the Court having entered its Findings of Fact and Conclusions of Law, the Court enters the following Decree of Divorce:

1. Petitioner (“Clinton”) is hereby awarded a Decree of Divorce from respondent (“Brindi”) on grounds of irreconcilable differences.
2. The parties are awarded joint legal and joint physical custody of their children, M.C.E., born in October 2014, and B.G.E., born in February 2016.

3. Joint legal custody shall mean the sharing of rights, duties and responsibilities as parents by both parties. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities. Each shall consult with the other and seek his or her opinion on all nonroutine matters such as medical and educational decisions involving the children.

4. In the event of a dispute regarding the children, following good faith discussions, Brindi shall have presumptive decision-making over the children's education, medical, and mental health care, and Clinton shall have presumptive decision-making authority over the children's dental, vision, and orthodontic care. As to other decisions, neither party shall have decision-making authority.

5. All parental decisions shall be subject to judicial review on a best-interest standard without deference to either party.

6. Brindi is designated as the children's primary residential parent for school registration purposes.

7. The children shall continue to attend Altara Elementary School, Mount Jordan Middle School, and either Jordan High School or Alta High School. Neither party may change the children's school enrollment without the other's permission or leave of the Court.

8. The parties shall be entitled to equal parent time under a week-on, week-off schedule with an exchange every Sunday at 8:00 p.m. with the parent ending parent time delivering the children to the

parent beginning parent time. The parties shall have no interaction during exchanges.

9. Holidays shall be disregarded except for spring break, Mother's Day, Father's Day, fall break, Thanksgiving, the winter break, and the children's birthdays, as defined by §81-9-302, Utah Code Ann., with Clinton designated as the noncustodial parent for this purpose only. Notwithstanding the foregoing, Brindi shall have the children from 4:00 p.m. on September 20, 2026 through noon on September 21, 2026, and Clinton shall be entitled to the Halloween holiday in 2026.

10. Unless otherwise agreed, neither party shall be entitled to extended summer parent time.

11. The parties shall consult with each other if either of them becomes aware that a child is experiencing difficulties in school, emotional problems, or other issues that they would wish to be informed of if the parenting roles were reversed.

12. Except for emergencies and time-sensitive matters, the parties shall use Our Family Wizard as their primary means of communication. They shall keep their conversations short, civil, and businesslike.

13. The parties shall hold the other in high esteem in their conversations with the children and encourage their continuing love and affection for both parents. Neither party may demean or disparage the other parent in a child's presence or on social media. Neither parent

may question the children about the about the other parent, the other parent's household, or the other parent's activities, nor shall they use the children to convey messages to the other parent.

14. Both parties shall be listed as the children's parents on all school and medical forms.

15. Each party may attend and participate in all practices, games, and school activities to which parents are invited without regard to the parent time schedule. The parties will maintain appropriate physical separation from each other and, other than the exchange of customary courtesies, there shall be no discussions or personal interactions during such events.

16. Except for games and events where either child receives special recognition, neither party will allow nonparents to volunteer at school or to attend school functions, such as parent-teacher conferences and back-to-school night.

17. Neither party may be under the influence of drugs or alcohol during his or her parent time.

18. Both parties shall have access to the children's teachers and health care providers.

19. Each party shall immediately notify the other of all emergency medical, educational, or legal events that occur when the children are in his or her custody, in particular any event that requires a child to miss school or be treated at any medical facility for any reason.

20. Each party shall inform the other of all medical appointments when they are scheduled, and each shall notify the other parent following any appointment requiring treatment, follow-up, or medication of any kind.

21. The children shall have unrestricted text and telephone access to the other parent, which shall be unmonitored. Each party shall have equal access to the children's electronic devices, including login information. Neither may change the login information or remove the other party, or his or her family members, from the children's list of contacts without the other parent's approval.

22. Both parties shall keep each other informed of his or her address and telephone number until both children have emancipated.

23. There shall be no right of first refusal unless either parent will not be available to care for the children for longer than twenty-four hours.

24. Both parties shall notify the other whenever he or she intends to take the children on any overnight trip and provide the other with the destination and a telephone number where he or she may be reached in the event of an emergency.

25. Both parties must have the other's permission to take the children if any activity or trip will interfere with the other parent's parenting time.

26. Clinton agrees to pay Brindi \$143.00 per month as child support beginning June 1, 2026, subject to adjustment when M.C.E. attains the age of eighteen years or graduates from high school, whichever comes last.

27. The parties agree to carry medical and dental insurance for the children's benefit. Double coverage shall not be required, but the parties will consult with each other before making any changes to the children's coverage. The per-person cost of the children's portion shall be shared equally.

28. The parties will be solely responsible for child care costs incurred during their parent time, without reimbursement from the other.

29. The parties will each pay one-half of the children's out-of-pocket medical and dental expenses. Reimbursable expenses shall be paid within thirty days of verification of payment.

30. Brindi shall be entitled to claim M.C.E. as a dependent on her income tax returns. Provided he is current on his base child support obligation as of December 31 of each year, Clinton shall be entitled to claim B.G.E. as a dependent on his income tax returns. When only one child is eligible for the child tax credit, the deduction shall be alternated, with Clinton claiming the child first. Each party shall be deemed to have had the child he or she is claiming 183 overnights for head-of-household filing status.

31. The cost of the child's extracurricular activities will be shared as agreed by the parties. Neither party may enroll the children in any activity

that requires a time or financial commitment from the other party without prior agreement.

32. The parties shall list their home at 104 Clear Creek Drive in Sandy for sale not later than June 1, 2026 and sell it as soon possible thereafter. Brindi may select Heather Houston, Joel Carson, or Joe Gordon as the realtor. In the event of a dispute regarding the listing or sale price, the realtor shall act as tiebreaker. Both parties shall share equally the cost of repairs recommended by the realtor.

33. Brindi will continue to live in the home and be responsible for the mortgage, maintenance, and associated payments until the home is sold. After paying the costs of sale and the outstanding mortgage debt, Clinton shall receive 15.89% of the contract sales price as reimbursement for his contribution of premarital funds. Remaining proceeds shall be shared equally. The parties shall each be responsible for one-half of any capital gains tax liability that results from the sale.

34. Brindi is awarded one-half of Clinton's Vanguard brokerage account.

35. Each party shall retain his or her vehicles, personal bank accounts, and all debts in his or her name.

36. Each party has waived the right to receive alimony from the other, now and forever.

37. Clinton shall retain his JetBlue Airways Retirement Plan as his premarital asset. Clinton's ARUP, Inc. Retirement and Employee Savings

Plan, his Cardworks, Inc. 401(k) Retirement Plan, and Brindi's IHC Savings Plus 401(k) Plan shall be divided equally.

38. Clinton is awarded one-half of Brindi's IHC Pension Plan multiplied by a fraction with the numerator being the number of months of credited service Brindi has earned during the marriage and the denominator being the number of months of credited service Brindi has earned at retirement.

39. Brindi shall be responsible for the preparation of domestic relations orders dividing Clinton's retirement plans, and Clinton shall be responsible for the preparation of domestic relations order dividing Brindi's retirement plans.

40. Each party shall pay his or her attorney's fees without reimbursement from the other.

41. Except as set forth herein, neither party owes the other anything as of May 15, 2026.

*****The Court's electronic signature appears at the top of the first page*****

Approved as to form:

/s/ Nathan B. Wall
signed by James H. Woodall
w/approval via email