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IN THE DISTRICT COURT OF UTAH

THIRD JUDICIAL DISTRICT, SALT LAKE COUNTY

<i>In the Matter of the Custody of:</i> PRESTON JOSEPH BUTLER, Petitioner, and ANASTATIA ELIZABET BREWER, Respondent.	ORDER MODIFYING CUSTODY Civil No. 234900984 Judge: AMBER M METTLER Commissioner: JOANNA SAGERS
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The above-entitled matter comes before the Court, the Honorable Amber M. Mettler presiding. The Court, having reviewed and accepted the parties' *Stipulation and Settlement Agreement*, and otherwise being fully advised in the premises, hereby orders as follows:

ORDERED, ADJUDGED, AND DECREED

1. **Custody:** Preston shall be awarded sole legal and physical custody of the minor child.

2. **Supervised Parent Time:** Anastatia shall have parent time pursuant to Utah Code Ann. § 81-9-302, supervised by her husband, Kevin Bahena, or an agreed-upon third party. If the parties cannot agree upon a supervisor, parent time shall be supervised by a professional supervision agency, at Anastatia's cost.

3. **Unsupervised Parent Time:** Before having unsupervised parent time, Anastatia shall complete a mental health evaluation and follow the recommended treatment. Anastatia shall provide Preston with a copy of the evaluation upon completion. Anastatia shall provide Preston with an update letter from her doctor and/or therapist upon Preston's request and no more than once every 90 days. Upon completion of the aforementioned, Anastatia shall have unsupervised parent time as the parties agree, or if they cannot agree, pursuant to Utah Code Ann. § 81-9-302.

4. **Right of First Refusal:** Pursuant to Utah Code Ann. § 81-9-202, parental care is presumed to be better for the child than surrogate care. Therefore, each party shall be responsible for providing the other party the first right of refusal to provide care for the child if they will be away from the child overnight or out of town. The party exercising the first right of refusal shall be responsible for all transportation for the minor child.

5. **Holiday Provisions:** Holiday parent time shall be as the parties agree. If the parties cannot agree, the parties shall observe the holiday schedule as outlined in Utah Code Ann. § 81-9-302. Preston shall be considered the custodial parent for holiday and extended parent time purposes.

6. **Extended Summer Parent Time:** Both parents shall provide written notification of extended parent-time or vacation weeks with the children to the other parent by May 1st of every year, with Preston providing first notice in odd-numbered years and Anastatia providing first notice in even-numbered years. If notification is not provided by May 1st of each year, the parent whose preference it is for that given year agrees to forgo the first choice of extended parent time or vacation weeks. Each party is entitled to one week of uninterrupted extended parent time until the child enters Kindergarten, at which time each parent may exercise two weeks.

7. **Parent Time Exchange.** The child exchange shall take place curbside at each other's residences, with the receiving party picking up the child. Alternatively, the parties may agree to pick up the child at a midpoint between their residences or at a public place. Preston or Sherwood will stay by the car, Anastatia will bring the child to them, and they will put the child in the car seat.

PARENTING PLAN

8. **Communication.** The parties shall communicate through Our Family Wizard or a similar parenting app. If Preston is deployed and cannot be reached, Anastatia shall communicate with Preston's mother, Morgan Hill, through Our Family Wizard.

9. **Virtual Parent-Time:** The parties shall be entitled to untethered access to the child during the other party's parent time. It shall be of reasonable duration and at reasonable hours. Neither party will interfere with the other party's virtual parent time.

Telephone, Skype, Facetime, texting and other forms of electronic communication are acceptable to exercise virtual parent time. All communication between a parent and the child will be uncensored, unmonitored, and unrecorded. Neither party will interfere with the other party's virtual parent time. If the child is not available when a parent calls, the party with parent time will initiate, or have the child initiate, return contact as soon as possible that same day, but no later than 24 hours.

10. **Day-to-Day Decisions:** Whichever parent has the child in their physical custody may make minor, day-to-day decisions regarding them and their care.

11. **Medical Information:** Both parties have the right to obtain medical information for the minor child from healthcare providers directly without the necessity of going through the other party or getting their permission. The parties agree to keep the other party updated on all medical information regarding the child.

12. **Educational Information:** Both parties have the right to obtain educational information on the child directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact or medical care provider contact. The parties shall keep the other party updated on all educational information regarding the child. Both parties shall be listed as parents of the child, and both parents may pick up the child from school, not to interfere with regular school hours, except in cases of bona-fide appointment that necessitate early check out, or in case of emergency. To the

extent necessary, each party will cooperate to ensure that this access is granted to the other party.

13. **Safe Environment:** The parties shall maintain safe and appropriate sleeping and living accommodations for the minor child.

14. **Third Party Caregiver:** When a parent leaves the minor child in the care of a third-party caregiver, the name and contact information of the other parent shall be provided to the caregiver. Additionally, the other parent shall be provided with the caregiver's name and contact information. The other parent shall contact the caregiver only in an emergency or when pickups or drop-offs are being conducted with the caregiver.

15. **Notice of Activities:** Both parties are required to timely notify the other party of major events in the child's life that they otherwise would not be aware of, so that they can have enough advance notice to attend. This includes, but is not limited to, all extra-curricular activity schedules, school events, etc. Each party will provide the other party with these schedules as soon as they receive them and shall make best efforts to immediately provide an electronic copy or notification of the events. Both parties shall have direct access to the minor child's activity schedules.

16. **Out-of-State Travel/Vacation:** If either parent elects to travel with the child such that they will not be spending the night at one of the parents' homes or traveling out of the state of Utah, not to interfere with the other parent's parent-time, that party will inform the other party 30 days in advance if possible, and provide the other

party with the travel itinerary and make arrangements for maintaining reasonable contact with the other party during the trip, including a providing the other party a telephone number for emergency communication. Each party shall pay for their own travel and vacations with the child and shall not seek payment from the other. The parties will comply with the provisions of Utah Code Ann. § 81-9-202(19).

17. **Emergency Medical Decisions:** The parent who has the child at the time he suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will notify the other parent of the emergency immediately.

18. **Tattooing, Body Piercing, and Permanent Cosmetics:** Neither parent will or allow others to permanently change the appearance of the body of the child, including but not limited to body piercing, tattooing, permanent cosmetics, and other cosmetic procedures, without the written consent of the other parent.

19. **No Illegal Use of Drugs and Alcohol:** Each party shall refrain from the use of illegal drugs or prescription drugs used in a non-prescribed manner or from using alcohol to the level of intoxication when the child is present. Each party is prohibited from exposing the child to harmful substances such as drugs and alcohol.

20. **Securing Dangerous Products:** The parties shall keep alcohol, prescription medication, and firearms in a secure location when the minor child is in his or her care. Further, neither party shall use cannabis or THC products in the presence of the minor child.

21. **Relocation:** If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code Ann. § 81-9-209.

In addition to the aforementioned parenting plan, the parties agree to the following military parenting plan:

MILITARY PARENTING PLAN

22. This military parenting plan is included because Preston is a servicemember.

23. **Notice of Deployment:** After receiving notice of deployment, Preston will give written notice to Anastatia within seven days or as soon as reasonably possible. The written notice of deployment shall include the destination, duration, and conditions.

24. **Grant of Caretaking or Decision-Making Authority to Nonparent:** Only Preston is a servicemember. While Preston is deployed, caretaking authority of the minor child is given to Preston's mother, Morgan Hill, pursuant to Utah Code Ann. § 81-10-306.

25. **Visitation for Nonparents:** Morgan Hill will exercise Preston's parent time while Preston is deployed, pursuant to Utah Code Ann. § 81-10-306.

26. **Decision-making authority:** During Preston's deployment, Morgan shall share responsibility for making major decisions about the children. If there is a

disagreement, Morgan and Anastatia will resolve the dispute as provided in the decision-making procedure outlined in paragraph 21 and 22.

27. **Contact with the Deployed Parent:** There will be contact with the child and the deployed parent. Morgan will arrange for the contact. Contact will be as deployment allows.

28. **Child Support Not Modified:** Child support obligations cannot be modified by the Military Parenting Plan. Changing child support requires a court order.

29. **Termination of Military Parenting Plan:** The arrangements made in this Military Parenting Plan terminate immediately upon Preston's return to Utah.

CHILD SUPPORT

30. **Preston's Income:** Preston is currently employed and has a gross monthly income of \$3,501 for child support purposes.

31. **Anastatia's Income:** Anastatia is currently employed and has a gross monthly income of \$1,300 for child support purposes.

32. **Child Support Worksheet:** Using a sole custody worksheet to calculate child support for one child, Anastatia should pay Preston child support in the amount of \$77 per month.

33. The parties agree that the cost of extracurricular activities is equal to or greater than the amount of child support that would otherwise be payable, and in exchange for paying the total cost of those extracurricular activities, Anastatia shall satisfy the obligation that would otherwise exist for child support.

PROVISIONS RELATING TO HEALTH INSURANCE

34. Pursuant to Utah Code Ann. § 81-6-208, if health insurance for the benefit of the minor children is available to either party, that party shall be required to maintain said insurance. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208, with regard to health insurance for the minor children.

35. The parties shall follow the provisions stated in Utah Code Ann. § 81-6-208 regarding covered and non-covered health insurance and premiums for the minor child. The parties shall divide equally all reasonable and necessary medical, dental, optical, orthodontic and psychotherapeutic expenses incurred for the benefit of the child.

36. The parties shall divide the child's portion of the total premium expense equally. The child's portion is calculated by dividing the monthly total premium expense by the number of persons covered under the policy, then multiplying that amount by the number of minor children.

PROVISIONS RELATING TO SCHOOL FEES AND EXTRACURRICULAR ACTIVITIES AND EXPENSES

37. The parties shall equally share the cost of the minor child's school and extracurricular activities to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

38. The parties shall honor splitting the costs of current extracurricular activities already in place and into the future if the child so desires to maintain the activity.

39. The parties shall allow the children to attend extracurricular activities even if it is on the parent-time day of the other party.

40. Proof of payment of said school fees and extracurricular activities shall be provided by the party enrolling the minor child in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the minor child in extracurricular activities shall not interfere with the other party's parent-time.

PROVISIONS RELATING TO CHILD CARE RELATED EXPENSES

41. In accordance with Utah Code Ann. § 81-6-209, the parties shall equally share the reasonable work-related childcare expenses of the parents.

- a. If an actual expense for child care is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that parent may suspend making monthly payment of that expense while it is not being incurred without obtaining a modification of the child support order.
- b. In the absence of a court order, a parent who incurs child care expense shall provide written verification of the cost and identity of a child care provider to

the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

- c. In the absence of a court order to the contrary, the parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days of the date of the change.
- d. In addition to any other sanctions provided by the court, a parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with subsections 'b' and 'c'.

TAXES

- 42. Preston shall claim the child as a dependent for state and federal taxes every year.

MISCELLANEOUS PROVISIONS

- 43. **Attorney's Fees:** Each party shall be ordered to assume his/her own costs and attorney's fees incurred in prosecuting this action.

- 44. **Mediation:** Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

45. **Execution of Documents:** Both parties shall sign and fully execute whatever documents are necessary to implement the provisions of this Stipulation and Settlement Agreement.

END OF DECREE

COURT SIGNATURE WILL APPEAR AT THE TOP OF THE FIRST PAGE

Approved as to Form:

/s/Anastatia Brewer

Anastatia Brewer

Respondent

Signed by Christopher M. Ault

With permission from Anastatia Brewer

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, you may object to the form of the above Order by filing an objection within 7 days after service, plus 3 days if served by mail. After the time to object expires, the above Order will be filed with the Court for signature and entry.

CERTIFICATE OF SERVICE

I certify that on July 7, 2026, I served a copy of the above document on the following people by the method indicated:

Anastatia Brewer Respondent	☐ Mail ☐ Electronic filing ☐ Hand Delivery ☐ Fax ☒ Email ☐ Left at business ☐ Left at home
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/s/ Marina Johnson
Marina Johnson