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Attorney for Petitioner, Joshua Hunter

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

In the matter of the marriage of:

JOSHUA HUNTER
Petitioner

and

HEATHER BRAZELL
Respondent

DECREE OF DIVORCE

Civil No 254903710

Judge Laura Scott

Commissioner Renee Blocher

On July 14, 2025, Petitioner, Joshua Hunter ("**Joshua**"), filed a Verified Petition for Decree of Divorce ("**Petition**") in the above referenced Court. The parties have been able to reach an agreement to resolve all issues related to the Petition as evidenced by that certain Divorce Stipulation ("**Stipulation**") executed by the parties and filed with the Court.

The Court, having reviewed the Stipulation, and being familiar with the papers and pleadings on file herein, hereby ORDERS AND DECREES as follows:

The parties have experienced irreconcilable differences during their marriage and are hereby granted a Decree of Divorce, subject to the following provisions:

CHILDREN AND PARENTS

1. The following children have been born as issues of this marriage, to wit: T.H., born April 2013, L.H., born June 2015, and Z.H., born April 2019 (collectively referred to as the “**children**” and individually as the “**child**”).

2. The parties are the legal mother and legal father of the children under Utah’s Uniform Parentage Act. This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married.

LEGAL AND PHYSICAL CUSTODY

3. The parties are awarded joint legal and joint physical custody of the children, subject to the following parenting-plan:

4. The children should reside in Heather Brazell’s home 183 overnights each year and in Joshua Hunter’s home 182 overnights each year.

5. Parent-time will be equal between the parties consistent with UCA 81-9-305 as follows:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Week 1	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Week 2	Dad	Dad	Mom	Mom	Mom	Mom	Mom

6. The parties shall follow summer extended parent-time pursuant to UCA 81-9-305.

7. **Holidays:** Holiday parent-time shall be as the parties agree. If the parties cannot agree, holiday parent-time will be according to Utah Code Annotated §81-9-302 as follows:

Holid ay	Holiday Time Period	Years Joshua is granted Holiday	Years Heather is granted Holiday
Dr. Marti n Luthe r King Jr. Days	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday.	Odd years	Even years

	(2) Holiday ends at 7:00 p.m. on Dr. Martin Luther King Jr. Day		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at	Even years	Odd years

	7:00 p.m. on the day before school resumes		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:00 p.m. on the day before school resumes	Odd years	Even years
Mem orial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and	Even years	Odd years

	the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:00 p.m. on Memorial Day		
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.		All years

Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	All years	
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National	Even years	Odd years

	Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.		
Indep enden ce Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pione er Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on	Even years	Odd years

	July 25th at 6 p.m.		
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:00 p.m. on Labor Day	Odd years	Even years

Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:00 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally	Even years	Odd years

	celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at:	Even years	Odd years

ng	(a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7:00 p.m. on the day before school resumes		
Winte r Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or	Odd years	Even years

	(b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7:00 p.m. on the day before school resumes	Even years	Odd years

Day of Minor Child's Birth day	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birth day	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

- 8. Parent-time Transfers:** The party beginning his or her parent-time with the children shall be responsible to pick up the children from the other party.
- 9. Curbside transfers:** There will not be curbside transfers. The parent/person dropping off or picking up a child may accompany the children to the other parent/person when parent-time transfers are made.
- 10. Decision-making:** Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.
- 11. Joint decision-making:** The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as follows:
- a. Resolving disputes:** If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to mediation before bringing the issue to the court.
- 12.** The children shall attempt to jointly agree where the children shall attend school for the 2026-2027 school year. If the parties are unable to reach an agreement regarding the children's school enrollment for the 2026–2027 school year, the Court shall conduct a hearing on August 10, 2026, at 3:00 p.m., at which time the parties may present evidence and argument regarding the appropriate school placement. Following the hearing, the Court shall determine the school the children shall attend for the 2026–2027 school year only. The Court's determination regarding the children's school placement for the 2026–2027 school year shall not create any

presumption or preference regarding the children's school placement for the 2027–2028 school year or any subsequent school year. Prior to the commencement of the 2027–2028 school year, the parties shall again confer in good faith in an effort to reach an agreement regarding the children's school enrollment. If they are unable to do so, either party may seek appropriate relief from the Court by filing the necessary motion, and the Court shall determine the children's school placement for the 2027–2028 school year and any subsequent school year based upon the evidence presented and the children's best interests, without giving any weight or deference to the children's school placement during the 2026–2027 school year.

13. Each party has the authority to check the children out of school. Each party has access to the children during school. If the parents cannot agree, education decisions will be made by Heather Brazell.

COMMUNICATION WITH EACH OTHER

14. Parents will communicate with each other by any method.

COMMUNICATION WITH CHILDREN

15. Parents will communicate with each other by any method.

16. The parents shall provide age-appropriate help to the children to communicate with the other parent. Give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

17. Parents and Children may communicate with each other whenever the children choose and by any method.

RECORDS AND INFORMATION SHARING

18. Both parents shall have access to records and the ability to consult with providers regarding education, childcare, and health care.

TRAVEL BY THE CHILDREN

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

20. If the children will be travelling for more than 7 days, the parent arranging the travel will notify the other parent at least 7 days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least 7 days in advance. In case of emergency, the parent will provide as much notice as possible.

CHILD CARE

21. A childcare provider for the children must be: (a) A licensed childcare provider, or (b) A relative, friend, or neighbor.

RELOCATION OF A PARENT

22. If either parent moves more than 149 miles from the other, the moving parent must give the non-moving parent a written Notice of Relocation. The notice must be sent at least 60 days before the planned move.

23. The written Notice of Relocation must include:

- a.** Information about the move;
- b.** A proposed parent-time schedule; and
- c.** A statement that the parents will not interfere with the other parent's parent-time,

24. If the moving parent does not give the non-moving parent a Notice of Relocation, the moving parent will be in contempt of the court's order.

25. If either parent lives more than 149 miles away from the other, or if the parents live a different countries, parent-time will be as the parties agree. If they are unable to agree, the following will be the minimum parent-time for the noncustodial parent.

a. In years ending in odd number, the minor children will spend the following holidays with the noncustodial parent:

- i. Thanksgiving holiday beginning Wednesday until Sunday; and
- ii. Spring break, if applicable, beginning the last day of school before the holiday until the day before school resumes;

b. In years ending in an even number, the minor children will spend the following holidays with the noncustodial parent:

- i. the entire winter school break period; and
- ii. the fall school break beginning the last day of school before the holiday until the day before school resumes; and

c. Extended parent-time equal to 1/2 of the summer or off-track time for consecutive weeks. The children will be returned to the custodial home no later than seven days before school begins. This week will be counted when determining the amount of parent-time to be divided between the parents for the summer or off-track period. The parties will mutually agree on this extended time each year. If they are unable to agree, the noncustodial parent will select the dates for the extended time period.

d. One weekend per month at the option and expense of the noncustodial parent. The noncustodial parent's monthly weekend entitlement is subject to the following restrictions.

i. If the noncustodial parent has not designated a specific weekend for parent time, the noncustodial parent will receive the last weekend of each month unless a holiday assigned to the custodial parent falls on that particular weekend. If a holiday assigned to the custodial parent falls on the last weekend of the month, the noncustodial parent will be entitled to the next to the last weekend of the month.

ii. If a noncustodial parent's extended parent-time or parent-time over a holiday extends into or through the first weekend of the next month, that weekend will be considered the noncustodial parent's monthly weekend entitlement for that month.

iii. If a child is out of school for teacher development days or snow days after the children begin the school year, or other days not included in the list of holidays and those days are contiguous with the noncustodial parent's monthly weekend parent-time, those days will be included in the weekend parent-time.

e. The custodial parent is entitled to all parent-time not specifically allocated to the noncustodial parent.

26. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parent who moved.

27. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

28. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

END OF PARENTING PLAN

INCOME

29. Joshua Hunter's gross monthly income for child support purposes is \$5,261.
Joshua Hunter receives the following gross monthly income.

30. Heather Brazell's gross monthly income for child support purposes is \$1,490.

CHILD SUPPORT

31. Joshua Hunter shall pay child support to Heather in the amount of \$454.00 beginning October 1, 2025.

32. Unless the Court orders otherwise, support for each child ends when a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

33. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81,

Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

34. Joshua Hunter and Heather Brazell will each pay half of any ORS fee. If a fee is withheld from payments to Heather Brazell, Joshua Hunter will reimburse Heather Brazell for half the fee.

35. The parties must notify each other within 30 days of any change in their income. Dependent children for tax purposes.

TAXES

36. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

a. Joshua Hunter may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years.

b. Heather Brazell may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

CHILD HEALTH CARE

37. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: (a) fee for service; (b) a health maintenance organization; (c) a preferred provider organization; (d) any other type of private health insurance; (e) or public health care coverage. Utah Code 81-6-101(14).

38. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance

for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

39. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, Joshua Hunter's insurance will be primary coverage and Heather Brazell's insurance will be secondary coverage.

40. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, Joshua Hunter's spouse's insurance will be primary coverage and Heather Brazell's spouse's insurance will be secondary coverage.

41. Both parties will equally share the out-of-pocket costs of the insurance premiums for the children on a pro rata basis.

42. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

43. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days of payment.

44. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

45. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

46. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

CHILDCARE EXPENSES

47. Both parties will equally share all reasonable work, career, or occupational training related childcare expenses.

48. The party who pays childcare expenses must provide the other party written verification of the cost and identity of the childcare provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying childcare expenses must notify the other party of any change of a childcare provider or monthly expense. This must be done within 30 calendar days of the change.

49. The party not directly paying for childcare must pay their share of childcare expenses within thirty (30) days or receipt of verification of the expenses and proof of payment.

50. If a party does not follow the order and provides written verification, they may not receive credit for work, career, or occupational training-related childcare expenses or recover the other party's share of the expenses.

PUBLIC ASSISTANCE STATEMENT and OFFICE OF RECOVERY SERVICES

51. Neither party has received or is receiving public assistance from the State of Utah.

PERSONAL PROPERTY

52. All personal property not addressed in the divorce should be divided as the parties have already divided it.

53. Vehicles will be divided as follows:

a. Joshau shall be awarded the 1997 GMC K2500

- b.** Heather shall be awarded the 2008 Dodge Caravan

EXTRACURRICULAR ACTIVITIES AND SCHOOL FEES

- 54.** Each party shall be responsible for one-half of the expenses related to a child's extracurricular activities, including but not limited to sports and summer camps, so long as the parties agree in advance that a child can participate in such extracurricular activity.
- 55.** A party who incurs an extracurricular activity expense on behalf of the child for which he or she is entitled to reimbursement shall provide written verification of the expense and/or payment of the expense to the non-incurring party within thirty (30) days of incurring the expense or making a payment towards the expense. The non-incurring party who receives such written verification shall remit his or her one-half share of the expense to the other party who incurred the expense within thirty (30) days of receiving written verification of the cost and/or payment.
- 56.** Each party shall assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration fees, books, required supplies, lab fees, school lunch, school uniforms, etc.) incurred on behalf of the child during the time leading up to and including high school. The party incurring the out-of-pocket school expense should 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 should be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

DEBTS

- 57.** The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

REAL PROPERTY

58. The parties acquired the following real property during the marriage located at 3967 South 6865 West, West Valley City, Utah 84128 (the “**Marital Residence**”).

59. The Marital Residence has been sold, and the proceeds have been equally divided by the parties.

ALIMONY

60. Neither party will pay alimony.

RETIREMENT MONEY

61. The parties do not need a court order about retirement money.

MISCELLANEOUS

62. Neither party shall make any denigrating nor derogatory remarks about the other party, the other party’s significant other, or the other party’s parenting style directly to the other party, directly to or in the presence of the child, on social media, or to third parties. Each party shall also be obligated to remove the child from any environment where third persons may be engaging in similar conduct.

63. Neither party shall discuss this action with the children.

64. Neither party shall use self-help in withholding parent-time. If there is an order regarding parent-time, the order needs to be followed until or unless otherwise ordered by this court.

65. The parties shall ensure that the oldest child attends his appointments with Valley Behavioral Health and shall follow the recommendations of the therapist.

66. All children shall participate in therapy and continue as directed by the therapist.

DUTY TO SIGN DOCUMENTS

67. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70).

68. Each party shall be responsible for their own attorney's fees.

* Judge's Electronic Signature, date of entry and Seal of the Court are located in the top right-hand corner of the first page of this Order.

-----End of Order-----

APPROVED AS TO FORM:

Heather Brazell
Respondent, pro se
Date:

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above Divorce Decree was served upon the parties below on August 4, 2026, in accordance with Rule 5 of the Utah Rules of Civil Procedure:

Heather Brazell
Respondent, pro se
Via email to: heather.brazell@yahoo.com

/s/ Joseph W Barber
JOSEPH W BARBER
Attorney for Petitioner