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IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

LISA DEE BROWN,

Petitioner,

vs.

LEVI PATTERSON BROWN,

Respondent.

DECREE OF DIVORCE

Civil No. 264903569

Judge: Adam Mow

Commissioner Renee Blocher

The above-entitled matter came before the Court pursuant to Lisa D. Brown's ("Petitioner") motion for entry of default decree of divorce and request to submit for entry. The parties having entered into a stipulation and property settlement agreement and consent to default, wherein Levi P. Brown (the "Respondent") consented that his default might be entered and this matter might be submitted to the Court for purposes of entry of a decree of divorce at any time without further notice to him, the default of Respondent was entered. The Court having reviewed the stipulation and property settlement agreement and consent to default, having made and entered Findings of Fact and Conclusions of Law, and being otherwise fully advised in the premises, **HEREBY ORDERS ADJUDGES, and DECREES:**

1. **Divorce.** The petitioner is awarded a decree of divorce from the respondent on the grounds of irreconcilable differences.

2. **Residency.** Petitioner and Respondent were bona fide and actual residents of Salt Lake County, State of Utah, for three months or more immediately prior to the filing of this action. Utah is the home state of the Minor Children. This Court has jurisdiction over the parties, the Minor Children, and the issues in this case.

3. **Marriage Statistics.** The parties were married on June 24, 2011, in Salt Lake City, Utah.

4. **Children.** The parties have two minor children, Jack Jacob Brown (DOB 06/22/2010) and Miles Justin Brown (DOB 12/03/2012).

5. **Joint Parenting Plan of Minor Children.** The parties are awarded joint legal custody and joint physical custody of the minor children with Petitioner designated as the primary parent and the Respondent to have reasonable rights of visitation as the parties agree or as more fully set forth in the Joint Parenting Plan attached hereto as “Exhibit A” which is hereby accepted by the Court and incorporated herein.

6. **Child Support.** Based on the agreement of the parties and consistent with the Utah Uniform Child Support Guidelines, Respondent shall pay Petitioner \$140.21 per month as and for child support commencing July 2026. At the election of the Respondent, payment may be made by direct deposit, one half on the sixth and one-half on the twenty-first day of each month.

A. The parties shall share equally in all costs associated with and agreed upon extracurricular activities undertaken by the minor children.

B. Child support shall continue until the parties’ children reaches the age of 18 years or graduates from high school in the normal course, whichever last occurs.

C. Upon the 18th birthday of the oldest child, child support will be recalculated based on support for one child rather than two.

D. Neither parent shall withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

E. Automatic income withholding shall be implemented if child support becomes more than thirty days in arrears.

7. **Health Insurance, Medical Costs and Expenses.** Petitioner shall maintain health and dental insurance coverage for the benefit of the parties' minor children. Respondent shall reimburse Petitioner for a portion of the premiums related to the minor children in the amount of \$200.64 per month to be paid with the monthly child support payment beginning in July of 2026. Based on agreement of the parties and the needs of the children, the percentage Respondent shall be responsible for shall match the percentage of support calculated on the Joint Physical Child Support Obligation Worksheet currently in effect. Petitioner and Respondent shall use the same percentage split for all co-payments, deductibles, uninsured and minor and routine medical and dental expenses incurred for the minor children. Each party shall pay the same percentage split of any major uninsured medical and dental costs, including but not limited to hospitalization, surgery, orthodontics, physical therapy, vision correction, psychological and psychiatric care.

B. Petitioner shall provide notice of any changes in the premium amount during yearly renewals which will determine the split amount for the year.

C. Copies of expenses shall be provided to Respondent within 30 days of receipt of invoice. Respondent shall have 30 days from notification of the expense to reimburse Petitioner or make direct payment arrangements as the parties may agree.

D. Respondent shall obtain his own health insurance coverage.

8. **Alimony**. No Alimony is awarded to either party.

9. **Real Property Interest**. Petitioner shall be awarded the Real Property located at 729 East Coal Creek Circle, Sandy, UT 84094 (the "Residence") with a cash payout to Respondent in the amount of \$118,000.00 for his fair share of the equity and payoff of all debts as noted below. Following the refinance of the Residence by Petitioner, Respondent has received \$19,000 of the payout amount with the remaining balance to be paid by Petitioner in the amount of \$99,000.00 payable no later than 30 days of the entry of this Order (minus any additional sums the parties have agreed to in writing for the purpose of health care reimbursements incurred since the date of the Stipulation and Property Settlement Agreement). The Residence shall be awarded to Petitioner as her separate property and titled solely in the name of Petitioner. Petitioner has paid off the first mortgage which had an approximate balance owing of \$242,344.00, along with all insurance premiums, property taxes, maintenance and other expenses associated with the Residence. Respondent disclaims any right, title and interest in and/or to the Residence and shall execute a Quit Claim Deed releasing his name from the title.

10. **Vehicles**. During the course of said marriage, the parties acquired certain vehicles which shall be awarded as follows:

(1) To Petitioner: A **2019 Nissan Rogue Sport**. Respondent shall transfer and/or convey title to the 2019 Nissan Rogue Sport to Petitioner, which automobile is free and clear of any and all liens or encumbrances and disclaims any and all right, title and interest to the same.

(2) To Respondent: A **2009 Toyota Camry**. Petitioner shall transfer and/or convey title to the 2009 Toyota Camry to Respondent, which automobile is

free and clear of any and all liens or encumbrances and disclaims any and all right, title and interest to the same.

11. **Financial Accounts.** The parties have interests in certain bank and/or other financial accounts which should be awarded as follows:

- (a) Petitioner shall be awarded her personal checking and savings account currently being maintained at America First Credit Union.
- (b) Respondent shall be awarded his own personal checking and savings account being maintained at US Bank and any other accounts solely in his name.
- (c) The joint checking account at US Bank shall be closed and/or Respondent shall arrange to have Petitioner's name and obligations to the account removed. Any overdraft balance of the joint account at US Bank shall be the responsibility of Respondent.

12. **Retirement and Partnership Accounts.** Petitioner shall be awarded her Fidelity 401K and Respondent shall be awarded any 401K, IRAs or other savings accounts in his name.

13. **Income Tax Returns.** The parties have filed joint federal and state income tax returns for the calendar year 2025 with an amount due of \$80 which has been paid in full by Petitioner. Petitioner has also paid off the tax lien previously filed against the Residence in the amount of \$1,753.76. Petitioner shall be responsible for any additional amounts that may still be due and owing for the tax years prior to 2025.

- a) Beginning with the tax year 2026, the Petitioner and Respondent shall be entitled to take the tax exemption for one of the two minor children.

Or

- b) When only one tax exemption is available, Petitioner and Respondent shall alternate taking the tax exemptions for the minor child with Petitioner taking the exemption during each odd year.

14. **Personal Property.** Each party is awarded the personal property in his or her possession as agreed to in the parties' Property Settlement Agreement.

15. **Obligations.** The parties shall assume and pay all debts in their name or associated with the assets awarded to them.

Specifically, *Petitioner* shall assume and/or has paid the following with the refinance of the Residence:

Carmax	\$ 19,344.00
Mortgage / Mr. Cooper	\$242,344.00
Capital One Bank	\$ 3,013.00
RC Willey Home Furniture	\$ 1,116.00
US Bank Personal Credit	\$ 15,331.00
CashNet USA	\$ 3,000.00
IRS Lien	\$ 1,753.76
School Lunch Debt	\$ 1,400.00
½ of Orthodontics for Miles	\$ 1,300.00
Pay Later Loan (Furnace/Fusebox)	\$10,000.00

Respondent shall assume and pay the student loans in the amount of approximately \$4,750 associated with his college education. In addition, Respondent shall assume and pay the following personal debts:

US Bank	\$ 1,009.00
Discover PL	\$ 9,494.00
Discover Card	\$16,355.00

JPMCB Card	\$ 860.00
US Bank	\$ 2,453.00
US Bank	\$10,102.00
SYNCB//PROJ	\$ 1,229.00
½ of Orthodontics for Miles	\$ 1,300.00 ¹

Petitioner and Respondent shall be fully responsible for any other debts incurred in their own name not previously listed above.

The parties shall indemnify and hold the other harmless from any and all costs, expenses, claims, damages, penalties, demands or judgments, including all attorney's fees, associated with their failure to satisfy any obligations assumed hereinabove.

16. **Name Change.** Petitioner shall be entitled to change her legal last name to Jack if she so desires.

17. **Attorney's Fees.** Each party shall pay his or her own costs and attorney's fees associated with this action. The parties shall indemnify and hold the other harmless from any and all costs, expenses, claims, damages, penalties, demands or judgments, including all attorney's fees, associated with their failure to satisfy any obligations assumed hereinabove.

18. **Entire Agreement.** The parties shall cooperate in clearing title or transferring assets to accomplish the purposes and intent of this Order and the Parties' Stipulation and Property Settlement Agreement. Petitioner and Respondent have represented that the Stipulation and Property Settlement Agreement contains the entire understanding of the parties and that

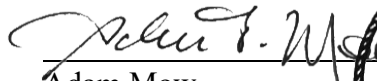
¹ The \$1,300 payment has already been deducted from Respondent's share of the equity payout from the Petitioner's refinance of the Residence as noted in paragraph 14. Petitioner shall be solely responsible for any unpaid balance remaining to start and finish the 15-to-18-month process as planned by Vincent Orthodontics for the minor child, Miles Brown.

there are no representations, warranties, or covenants, other than those expressly set forth therein. In addition, the parties have agreed and acknowledged that their Stipulation and Property Settlement Agreement is a complete settlement of all rights either party may have in the other's property, whether presently existing or hereinafter acquired. Notwithstanding the foregoing, Petitioner and Respondent have represented and warranted that they have disclosed to one another all of their interest and property having any substantial value, that they do not have any interests other than the property listed in this Agreement, and that they have made full and complete disclosure of all such property, investments and interest in property held by or for the benefit of either party.

19. **Cooperation.** Petitioner and Respondent shall cooperate in clearing title or transferring assets to accomplish the purposes and intent of the decree of divorce. Each party should execute any and all documents necessary to carry out the terms of the decree of divorce upon entry of the same.

Dated this _____ day of _____, 2026.

September 23, 2026


Adam Mow
Third District Court Judge

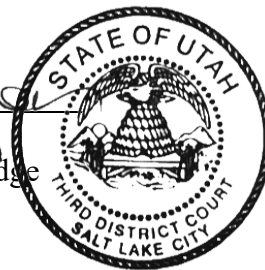


EXHIBIT A

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

LISA DEE BROWN, Petitioner, vs. LEVI PATTERSON BROWN, Respondent.	JOINT PARENTING PLAN Civil No. 264903569 Judge: Adam Mow Commissioner Renee Blocher
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The parties to this action, Petitioner, Lisa Dee Brown, and the Respondent, Levi Patterson Brown, have stipulated and agreed that the court may enter this Parenting Plan pursuant to the terms of their Stipulation, Property Settlement Agreement and Consent to Entry of Default. This Plan is offered in good faith, meets all statutory requirements and will best serve the interests of their children.

1. Custody, residence and parent time: The parties have two minor children, Jack Jacob Brown, age sixteen (16), born June 22, 2010, and Miles Justin Brown, age thirteen (13), born December 3, 2012. The parties should be awarded joint legal custody and joint physical custody of the minor children. Respondent's parent time which shall be as the parties agree, or as outlined below. The primary residence of the children shall be the Petitioner's residence located at 729 East Coal Creek Circle, Sandy, Utah.

2. Following the Advisory guidelines for a custody and parent-time arrangement of the Utah Code § 81-9-202, the parties agree that a parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution and have agreed to a flexible visitation schedule based on the Respondent's work schedule. Keeping the best interests of the children in mind during all parent time decisions, the parties agree that the parent-time schedule shall be used to maximize the continuity and stability of the minor child's life.

3. Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.

4. Currently the parties have agreed to the following joint visitation schedule:

(i) Midweek: Respondent works nights and currently has Wednesday and Thursday nights off. Respondent shall exercise overnight visitation on these two weekday evenings from the time the children get out of school. If an overnight visit occurs on a school night, the Respondent will be responsible for getting the children to school in the morning. These two midweek overnights can be switched to Monday and Tuesdays and/or another two-day combination between Monday through Thursday should the Respondent's work schedule change. In that case, the children would be overnight with the Petitioner on the opposite nights. The parties agree to discuss changes in advance and agree that any changes from the current schedule needs to be a consistent change and not something that alternates weekly in order for the children to have a consistent schedule to plan around.

(ii) Weekends: Respondent shall have the option to exercise visitation with the children on Saturday ^{and/or ~~FB~~ *FB*} Sunday mornings before his work shifts begin. The parties may choose to alternate Friday and/or Saturday overnight visits on a weekly basis upon prior agreement of the parties. Should Respondent work on a Friday or Saturday evening, Petitioner shall have the right to spend time with the children and return them for the overnight visit once the Respondent has returned home from work. The same courtesy will be given to the Respondent if he would like to spend time with the children during a time that the Petitioner is unavailable.

(iii) Extended Parent Time: Up to two (2) weeks consecutive at the option of the Respondent during the children's summer vacation from school. Petitioner shall have an identical two-week period of uninterrupted time during the children's summer vacation from school.

(iv) For emergency purposes, whenever the minor child travels with a parent, the parent shall provide the following information to the other parent:

- (a) an itinerary of travel dates;
- (b) destinations;
- (c) places where the minor child or traveling parent can be reached; and
- (d) the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

(vi) Notification. Both parents shall notify the other parent of any vacation plans as soon as possible but no less than 30 days in advance of said vacation.

(vii) Fathers Day: The minor children shall spend Fathers Day with Respondent from 9:00 a.m. until 9:30 p.m. unless otherwise arranged for an overnight visit. If an overnight visit is requested, Respondent can do so beginning on Friday or Saturday night.

(ix) Mothers Day: The minor children shall spend Mothers day with the Petitioner beginning the Saturday evening prior to the holiday through the morning following the holiday and/or continuing until Respondent's next scheduled visitation.

(x) Holidays: On major holidays such as Thanksgiving and Christmas, time should be split so that each parent gets a portion of the day with the minor children. The parties should agree 30 days in advance whether they wish to spend the morning, evening or day before with the minor children for the holiday. If they can't agree, the parties agree to split holidays pursuant to the guidelines set forth in Utah Code § 81-9-303 a copy of which is attached hereto as Exhibit

1.

(xi) Changes to Visitation Schedule: The parties agree to work together regarding changes related to Respondent's work schedule and its impact on visitation. If the parties cannot agree, they shall refer to the Optional schedule as outlined in Utah Code Ann. §81-9-303.

5. Transporting of children: The parties shall cooperate in the transportation of the children for parenting time. However, the Respondent ultimately shall be responsible for pick up and drop off of the children for parent time unless otherwise agreed in advance. Unless the parties agree otherwise, pick up and drop off shall be at the Petitioner's home.

6. Relocation Plan: If either parent moves more than 150 miles from the other parent, Utah Code § 81-9-209 will apply. Neither parent may relocate with the minor children more than 20 miles from their current residence without a written agreement signed by the parties or further court order. The parties agree that the intent of Petitioner refinancing the family home is to keep the children in their school district for their expected graduation at Alta High School.

7. Decision making process:

(a) Each parent will make day-to-day decisions while the children are with that parent.

(b) Emergency decisions affecting health or safety should be made by the parent who is with the children at the time. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible

(c) More significant decisions, especially involving education, health care and religious upbringing, should be discussed in advance by the parents in an attempt to reach an agreement. If the parties are unable to reach an agreement, then they will consult with a mental or physical health care provider, whichever is appropriate and upon whom they can agree.

(c) At the request of either parent, the parties will participate in mediation or counseling to resolve differences prior to seeking court intervention.

8. Education Plan: The school the children will attend shall be based on the Petitioner's home residence. Both parties will have authority to check the children out of school for health or dental related appointments. Neither parent may interrupt regular school hours for a school-age minor children for the exercise of parent-time. If the parents cannot agree, education decisions will be made by working with a school counselor to determine the best needs for the children.

9. Exchange of Information:

A. The children should not be requested to carry messages between the parents. The parties shall communicate with each other in person, by phone or email or such other method as is appropriate.

B. The parties shall share information about the children regarding special events, homework assignments, parent teacher meetings, report cards, extracurricular activities, religious activities, medical and dental issues, etc. Both parents are encouraged to maintain a Skyward Family Account for the Canyons School District ("Skyward") which will provide all school related information.

C. Information not available through Skyward shall be provided timely so as to allow participation and/or input from the other parent.

D. Each party shall assume the responsibility to contact any other appropriate sources of information concerning the children and the other parent shall cooperate in this regard.

10. Child Support: Based upon the agreement of the parties and needs of their children, commencing in July of 2026, Respondent shall pay Petitioner **\$140.21** per month as and for child support. Child support has been calculated using the Joint Physical Child Support Obligation Worksheet and the combined Child Support Obligation Table found at Utah Code § 81-6-304 using the parties' income from their 2025 W2s. At the election of the Respondent, payment may be made by direct deposit, one half on the sixth and one-half on the twenty-first day of each month.

A. The parties shall share equally in all costs associated with and agreed upon extracurricular activities undertaken by the minor children.

B. Child support shall continue until the parties' children reaches the age of 18 years or graduates from high school in the normal course, whichever last occurs.

C. Following the Advisory guidelines for a custody and parent-time arrangements of the Utah Code § 81-9-202, the parties agree that a parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

11. Health Insurance. Medical Costs and Expenses.

A. Petitioner shall maintain health and dental insurance coverage for the benefit of the parties' minor children. Respondent shall reimburse Petitioner for a portion of the premiums related to the minor children in the amount of \$200.64 per month to be paid with the monthly child support payment beginning in July of 2026. The percentage Respondent shall be responsible for shall match the percentage of support based on the Joint Physical Child Support Obligation Worksheet filed concurrently herewith. Petitioner and Respondent shall use the same percentage split for all co-payments, deductibles, uninsured and minor and routine medical and dental expenses incurred for the minor children. Each party agrees to pay the same percentage split of any major uninsured medical and dental costs, including but not limited to hospitalization, surgery, orthodontics, physical therapy, vision correction, psychological and psychiatric care. Respondent shall obtain his own health insurance coverage.

B. Petitioner shall provide notice of any changes in the premium amount during yearly renewals which will determine the split amount for the year.

C. Copies of expenses shall be provided to Respondent within 30 days of receipt of invoice. Respondent shall have 30 days from notification of the expense to reimburse Petitioner or make direct payment arrangements as the parties may agree.

D. Respondent shall obtain his own health insurance coverage.

12. Work Related Day Care. Day care is not needed for the minor children who are

currently in Jr. High and High School and the parties have historically worked opposite shifts to avoid the need for day care or other surrogate care. However, should Petitioner and/or Respondent require work related childcare, Petitioner and Respondent shall reimburse the other for a percentage of any such work related childcare which may become necessary. The percentage each party shall be responsible for shall match the percentage of support ordered for each party based on the Joint Physical Child Support Obligation Worksheet filed concurrently herewith. Both parties agree that where childcare is necessary, they will call upon the other parent for such care before exercising surrogate care.

13. Should work related day care be needed, each parent shall:

A. provide all surrogate care providers with the name, current address, and telephone number of the other parent; and

B. provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

14. Changing needs of children: It is understood that as the children get older, their needs will also change. This Parenting Plan anticipates that those needs will have to be addressed as they occur. To the extent that the parties cannot reach an agreement on their own to address those changes, they shall submit their dispute to counseling or mediation as anticipated by paragraph 17, resolving disputes.

15. Disparaging Remarks: Each party should be required to refrain from speaking to or about the other in demeaning, disparaging or disrespectful terms and should prevent the children

from doing so as well. Each party recognizes that their behavior toward the other is likely to be mirrored by the children and each of them should create an example of behavior that they would have imposed on the other.

16. Maintaining contact when the children are with the other parent: The children should have liberal and reasonable telephone contact with one parent during those times when they are with the other parent.

17. Resolving Disputes: When disputes occur, the parties shall attempt to solve them on their own before resorting to any other process. If the parties are unable to do so, they shall submit the dispute to a mental or physical health care provider for input, and/or submit the dispute to mediation. To the extent that costs may be incurred for the outside help in resolving the disputes, the parties shall share the costs equally. A parent who uses a dispute resolution method in bad faith may be required to pay penalties and attorney fees to the other parent.

18. The parties agree that agreements have been made as discussed in this parenting plan based on the best interests of the children and will continue to keep that in mind should any disputes arise. The core goal of the party's parenting plan is to maintain stability and consistency in the minor children's lives which includes keeping them in their current schools and home.

19. If either party violates any terms of the Parenting Plan, once approved, and court action becomes necessary, then the violating party should pay attorney's fees.

20. Each parent must follow the parenting plan even if the other does not. If a parent does not follow the parenting plan, the court may find that parent in contempt of court.

21. Changing the plan: This plan remains in effect until changed. A change must be agreed to by both of us. Major or permanent changes must be in writing, but minor or temporary changes can be made orally.

22. This plan is made in good faith and is in the best interests of the children.

PETITIONER

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

DATED this 24th day of June 2026.



Lisa D. Brown, Petitioner

RESPONDENT

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

DATED this 27th day of June 2026.



Levi P. Brown, Respondent

EXHIBIT 1

Effective 5/6/2026

Superseded 1/1/2027

81-9-303 Optional schedule for parent-time for a minor child five to 18 years old.

- (1)
 - (a) The optional parent-time schedule in this section applies when establishing a parent-time schedule for a minor child who is five to 18 years old.
 - (b) For purposes of calculating child support, the optional parent-time schedule in this section is 145 overnights.
 - (c) Any impact on child support shall be consistent with joint physical custody.
- (2) The parents and the court may consider the increased parent-time schedule in this section as a minimum parent-time schedule when the parties agree or the noncustodial parent can demonstrate:
 - (a) the noncustodial parent has been actively involved in the minor child's life;
 - (b) the parties can communicate effectively regarding the minor child or the noncustodial parent has a plan to accomplish effective communications regarding the minor child;
 - (c) the noncustodial parent has the ability to facilitate the increased parent-time;
 - (d) the increased parent-time would be in the best interest of the minor child; and
 - (e) any other factor the court considers relevant.
- (3) In determining whether a noncustodial parent has been actively involved in the minor child's life, the court shall consider:
 - (a) demonstrated responsibility in caring for the minor child;
 - (b) involvement in childcare;
 - (c) presence or volunteer efforts in the minor child's school and at extracurricular activities;
 - (d) assistance with the minor child's homework;
 - (e) involvement in preparation of meals, bath time, and bedtime for the minor child;
 - (f) bonding with the minor child; and
 - (g) any other factor the court considers relevant.
- (4) In determining whether a noncustodial parent has the ability to facilitate the increased parent-time, the court shall consider:
 - (a) the geographic distance between the residences of the parents and the distance between the parents' residences and the minor child's school;
 - (b) the noncustodial parent's ability to assist with after school care;
 - (c) the health of the minor child and the noncustodial parent in accordance with Subsection 81-9-204(4);
 - (d) flexibility of employment or another schedule of the noncustodial parent;
 - (e) ability to provide appropriate playtime with the minor child;
 - (f) history and ability of the noncustodial parent to implement a flexible schedule for the minor child;
 - (g) physical facilities of the noncustodial parent's residence; and
 - (h) any other factor the court considers relevant.
- (5) If the parties agree or the court enters an order for the optional parent-time schedule under this section, a parenting plan in compliance with Section 81-9-203 shall be filed with any order incorporating the optional parent-time schedule described in Subsection (6).
- (6) The following schedule is considered the optional parent-time to which the noncustodial parent is entitled to the minor child:
 - (a)

- (i) one weekday evening to be specified by the noncustodial parent or the court or Wednesday evening if not specified, beginning at 5:30 p.m. and ending the following day upon delivering the minor child to school or at 8 a.m. if there is no school; or
 - (ii) at the election of the noncustodial parent, one weekday specified by the noncustodial parent or the court:
 - (A) beginning at the time the minor child's school is regularly dismissed until the following day upon delivering the minor child to school or at 8 a.m. if there is no school; or
 - (B) if there is no school, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning at 8 a.m. and ending on the following day upon delivering the minor child to school or at 8 a.m. if there is no school;
 - (b)
 - (i) beginning the first weekend after the entry of the decree, alternating weekends beginning at 5:30 p.m. on Friday and ending on Monday upon delivering the minor child to school or at 8 a.m. if there is no school; or
 - (ii) at the election of the noncustodial parent, beginning the first weekend after the entry of the decree, alternating weekends:
 - (A) beginning at the time the minor child's school is regularly dismissed on Friday and ending on Monday upon delivering the minor child to school or at 8 a.m. if there is no school; or
 - (B) if there is no school, the noncustodial parent is available to be with the minor child, and in accommodation with the custodial parent's work schedule, beginning on Friday at 8 a.m. and ending on Monday upon delivering the minor child to school or at 8 a.m. if there is no school;
 - (c) each holiday granted to the noncustodial parent in accordance with the holiday schedule described in Subsection (15); and
 - (d) extended parent-time with the minor child when school is not in session for summer break in accordance with Subsection (7).
- (7)
- (a) For extended parent-time with the minor child under Subsection (6)(d) and at the election of the noncustodial parent, the noncustodial parent is entitled up to four weeks of parent-time with the minor child when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.
 - (b) For the four weeks of extended parent-time for a noncustodial parent under Subsection (7)(a):
 - (i) two weeks shall be uninterrupted parent-time for the noncustodial parent; and
 - (ii) two weeks may be interrupted by the custodial parent for a weekday visit on the same day on which the noncustodial parent is granted weekday day parent-time.
 - (c) A custodial parent is entitled to uninterrupted parent-time with the minor child for two weeks when school is not in session for summer break, beginning at 8 a.m. on the first day and ending at 8:30 p.m. on the last day.
 - (d) Extended parent-time described in this Subsection (7) shall be consecutive, except that the four weeks of extended parent-time for the noncustodial parent may be divided into two 14-day separate periods that are not consecutive.
- (8)
- (a) Each parent shall provide notification to the other parent of the parent's plans for the exercise of parent-time for summer break under Subsection (7).
 - (b) For the notification requirement described in Subsection (8)(a):
 - (i) in odd-numbered years:
 - (A) the noncustodial parent shall provide notice to the custodial parent by May 1; and

- (B) the custodial parent shall provide notice to the noncustodial parent by May 15; and
- (ii) in even-numbered years:
 - (A) the custodial parent shall provide notice to the noncustodial parent by May 1; and
 - (B) the noncustodial parent shall provide notice to the custodial parent by May 15.
- (c)
 - (i) If a parent fails to provide a notification within the time periods described in Subsection (8)(b), the complying parent may determine the schedule for summer break for the noncomplying parent.
 - (ii) If both parents fail to provide notice within the time periods described in Subsection (8)(b), the first parent to provide notice may determine the schedule for summer break for that parent and the other parent.
- (d) If a custodial parent intends to interrupt a noncustodial parent's parent-time under Subsection (7)(b)(ii), the custodial parent shall provide notification to the noncustodial parent of the intent to interrupt parent-time within 10 days after the day on which the custodial parent receives notification of the noncustodial parent's plans for the exercise of interrupted extended parent-time.
- (9)
 - (a) An election should be made by the noncustodial parent at the time of entry of the divorce decree or court order, except that the election may be changed by mutual agreement, court order, or by the noncustodial parent in the event of a change in the minor child's schedule.
 - (b) An election by either parent concerning parent-time shall be made a part of the decree and made a part of the parent-time order.
- (10)
 - (a) Changes may not be made to the parent-time schedule under this section, except that if a conflict arises in the parent-time schedule, the following order of precedence shall be applied when determining which parent is entitled to parent-time:
 - (i) the holiday schedule for Mother's Day or Father's Day under Subsection (15);
 - (ii) the holiday schedule for the minor child's birthday, unless a parent is exercising uninterrupted extended parent-time under Subsection (7) and takes the minor child away from that parent's residence during the uninterrupted extended parent-time;
 - (iii) the holiday schedule for any holiday under Subsection (15) that is not Father's Day, Mother's Day, or the minor child's birthday;
 - (iv) extended parent-time under Subsection (7); and
 - (v) the schedule for weekday or weekend parent-time.
 - (b) A parent exercising parent-time for the minor child's birthday may bring other siblings along for the minor child's birthday.
- (11) A stepparent, grandparent, or other responsible adult designated by a parent, may pick up the minor child for parent-time if the other parent is aware of the identity of the individual and the parent will be with the minor child by 7 p.m.
- (12) If a holiday falls on a regularly scheduled school day, the parent exercising parent-time shall be responsible for the minor child's attendance at school for that school day.
- (13) If there is more than one minor child and the minor children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the minor children may remain together for the holiday period beginning the first evening that all minor children's schools are dismissed for the holiday and ending the evening before any minor child returns to school.
- (14) If there is a minor child five to 18 years old and a minor child under five years old and both minor children are the children of the parties, the parents and the court should consider an

upward deviation for parent-time with all the minor children so that parent-time is uniform based on a schedule under this section.

(15) The following table is the holiday schedule for parent-time under this section.

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
Dr. Martin Luther King Jr. Day	(1) Holiday begins : (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.	Odd years	Even years
Presidents' Day	(1) Holiday begins : (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins : (a) at the time that school is dismissed for Memorial Day; or	Even years	Odd years

	(b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
Mother's Day	(1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
Father's Day	(1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 5:30 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) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins	Odd years	Even years

	(a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.		
Fall Break	(1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	(1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the	Odd years	Even years

	election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Odd years	Even years

Amended by Chapter 155, 2026 General Session