The Order of the Court is stated below:
Dated: October 29, 2026 01:38:40 PM **/s/** L DOUGLAS HOGAN
District Court Judge

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

In the Matter of the Parentage of Children of RYAN JAMES CARTER & MISTY JO BROWN.	**ORDER RE. MISTY BROWN'S EX PARTE VERIFIED MOTION TO ENFORCE AND FOR SANCTIONS AND JUDGMENT** Case No. 244300031 Honorable L. Douglas Hogan Commissioner Renee Blocher

Before the Court is Misty Brown's *Ex Parte Verified Motion to Enforce and for Sanctions*. (Filing No. 148). On September 10, 2026, the Honorable L. Douglas Hogan heard argument from the parties on that motion. Having reviewed the pleadings, evidence presented, and the arguments of the parties, **THE COURT FINDS THE FOLLOWING:**

1. Prior Order Concerning the Property. The parties jointly own the real property located at 425 West 700 South, Tooele, Utah 84074 (the "Property"). Pursuant to the Court's prior orders, Ryan was awarded possession of the Property and was responsible for the mortgage payments associated with the Property.

2. Refinance and Equalization Payment. The Court previously ordered Ryan to refinance the Property into his sole name and pay Misty $20,000.00 within eighteen (18) months of May 20, 2024.

3. Requirement to Sell. The Court further ordered that, if Ryan was unable to refinance the Property within the time allowed by the Court, or if Ryan failed to timely make a mortgage payment, the Property was to be immediately listed for sale.

4. Failure to Refinance. Ryan did not refinance the Property within the time required by the Court. The deadline to refinance expired on November 20, 2025.

5. Failure to Pay Misty. Ryan did not pay Misty the $20,000.00 required by the Court's prior orders.

6. Mortgage Arrearages. Ryan subsequently failed to remain current on the mortgage obligation associated with the Property, resulting in mortgage arrearages.

7. Failure to List the Property. Despite the expiration of the refinance deadline and his subsequent failure to remain current on the mortgage obligation, Ryan did not list the Property for sale as required by the Court's prior orders.

8. Knowledge of the Order. Ryan was aware of the Court's prior orders and knew of his obligations concerning the Property.

9. Ability to Comply. Ryan had the ability to comply with the requirement that the Property be listed for sale. Listing the Property would have required no expenditure of funds by Ryan, and Ryan could have caused the Property to be placed on the market as ordered.

10. Failure to Comply. Notwithstanding his knowledge of the Court's order and his ability to comply with the listing requirement, Ryan failed to list the Property for sale.

11. Contempt. Based upon Ryan's knowledge of the Court's order, his ability to comply with the requirement that the Property be listed for sale, and his failure to do so, the Court finds Ryan in contempt of Court.

12. Opportunity to Purge. The Court finds that Ryan should be afforded an opportunity to purge his contempt by timely complying with the requirements set forth below concerning the disposition of the Property.

13. Deed in Lieu of Foreclosure. Ryan proposed that the parties consider a deed in lieu of foreclosure as an alternative to listing and selling the Property. The Court finds that Misty cannot reasonably evaluate that alternative without complete information concerning the present status of the mortgage, the amounts owed to the lender, the lender's willingness to consider a deed in lieu of foreclosure, and the financial consequences associated with that alternative.

14. Information Necessary to Evaluate Proposal. The Court finds that Ryan should provide Misty with all information reasonably necessary to evaluate the proposed deed in lieu of foreclosure and that Misty should thereafter be afforded a reasonable period to investigate and determine whether she agrees to proceed with that alternative.

15. Inspection of Property. The Court further finds that Misty should be permitted reasonable access to personally inspect the Property during the evaluation period, together with any realtor, appraiser, inspector, or other professional reasonably necessary to evaluate its condition and value and the available alternatives. Inspections shall be scheduled upon reasonable advance notice to Ryan. Ryan shall make arrangements necessary to facilitate access in compliance with the existing protective order, including arranging for a third party to be present in his stead if he wishes.

16. Sale if No Agreement. If the parties do not agree to proceed with a deed in lieu of foreclosure, the Court finds that the Property should be promptly listed for sale in accordance with the procedure set forth below.

17. $20,000.00 Obligation. Ryan's obligation to pay Misty $20,000.00 was established by the Court's prior orders. The Court finds that the amount of that obligation remains fixed notwithstanding subsequent changes in the value of the Property, the mortgage balance, market conditions, or the amount of equity presently existing in the Property.

18. Judgment. The Court finds that Ryan's existing $20,000.00 obligation to Misty should be reduced to a judgment in favor of Misty and against Ryan.

19. Potential Loss or Deficiency. The evidence presently before the Court is insufficient to determine the existence or amount of any loss, deficiency, or additional financial consequence that may ultimately result from the disposition of the Property or to determine how any such loss or deficiency should be allocated between the parties.

20. Reservation of Issue. The Court therefore finds that any issue concerning the allocation of a loss, deficiency, or other financial consequence resulting from a deed in lieu of foreclosure, foreclosure, or sale of the Property should be reserved for subsequent determination upon an appropriate evidentiary record if the parties are unable to resolve the issue.

Based upon the foregoing Findings of Fact, **THE COURT HEREBY ORDERS AND ADJUDGES THE FOLLOWING:**

21. Contempt. Ryan is adjudged to be in contempt of Court for failing to comply with the Court's prior order requiring the Property to be listed for sale.

22. Disclosure Within Seven Days. Within seven (7) days of entry of this Order, Ryan shall provide Misty, through counsel, all information reasonably necessary to evaluate a deed in lieu of foreclosure, including:

A. the current mortgage balance;

B. all existing mortgage arrearages, late fees, charges, and other amounts claimed by the lender;

C. information sufficient to establish the present status of the mortgage; and

D. all communications or other information from the lender concerning the availability, requirements, or terms of a deed in lieu of foreclosure.

23. Fourteen-Day Evaluation Period. Misty shall have fourteen (14) days following receipt of the information required above to evaluate the proposed deed in lieu of foreclosure and communicate in writing whether she agrees to proceed with that alternative.

24. Access to Property. During the fourteen-day evaluation period, Ryan shall provide Misty and any realtor, appraiser, inspector, or other professional reasonably selected by Misty reasonable access to the Property for purposes of inspecting its condition, evaluating its value, and assessing the parties' available options. Misty, through counsel, shall provide Ryan reasonable advance notice of the proposed inspection date and time. Ryan shall reasonably cooperate in scheduling and accommodating the inspection and shall arrange for access in compliance with the existing protective order, including absenting himself from the Property as necessary. Ryan may designate a third party to be present in his stead to secure the Property. His

inability to attend personally shall not be a basis to deny Misty access. Nothing in this paragraph modifies the existing protective order.

25. Agreement to Deed in Lieu. If Misty agrees in writing to proceed with a deed in lieu of foreclosure, the parties shall cooperate in good faith and timely execute all documents reasonably necessary to pursue and complete the deed in lieu of foreclosure with the lender.

26. Listing if No Agreement. If Misty communicates in writing that she does not agree to proceed with a deed in lieu of foreclosure, or if the parties otherwise determine that a deed in lieu of foreclosure will not proceed, the Property shall be listed for sale.

27. Selection of Realtor. If the Property is to be listed for sale, Misty shall provide Ryan, through counsel, with the names of three (3) qualified real estate agents. Within seven (7) days after receiving those names, Ryan shall select the listing agent from among the three agents and communicate his selection to Misty through counsel.

28. Deadline to List. The Property shall be listed for sale with the selected real estate agent within seven (7) days following Ryan's selection of the listing agent.

29. Cooperation with Sale. Ryan shall fully cooperate with the listing and sale of the Property, including executing all reasonably necessary listing and sale documents and providing reasonable access for inspections, appraisals, photography, showings, and other activities reasonably necessary to market and sell the Property.

30. Purge of Contempt. Ryan may purge his contempt by timely complying with the disclosure requirements established herein and, if the parties do not proceed with a deed in lieu of foreclosure, timely causing the Property to be listed for sale in accordance with this Order.

31. $20,000.00 Judgment. Judgment is hereby entered in favor of Misty Jo Brown and against Ryan James Carter in the principal amount of TWENTY THOUSAND DOLLARS ($20,000.00).

32. Loss or Deficiency Reserved. The Court reserves for subsequent determination the allocation of any loss, deficiency, additional indebtedness, or other financial consequence resulting from the deed in lieu of foreclosure, foreclosure, or sale of the Property if the parties are unable to resolve that issue.

33. Prior Orders. Except as expressly supplemented or modified by this Order, the Court's prior orders concerning the Property remain in full force and effect.

*****Executed and Entered by the Court as Indicated by the Date and Seal at the Top of the First Page*****

APPROVED AS TO FORM:

/s/

MICHAEL A. MICKELSON
Counsel for Ryan James Carter
(with permission of Michael A. Mickelson received via email)

APPROVED AS TO FORM:

/s/

DANIEL H. SIMPSON
Counsel for ORS
(signed with permission of Daniel H. Simpson received via email.)

RULE 7(J) NOTICE

Pursuant to Rule 7(j) of the Utah Rules of Civil Procedure, a true and correct copy of the above-proposed **ORDER RE. MISTY BROWN'S EX PARTE VERIFIED MOTION TO ENFORCE AND FOR SANCTIONS AND JUDGMENT** was served on the date, to the person(s), and by the means indicated in the following *Certificate of Service*. Notice of objections to the proposed form of order must be submitted to the Court and counsel within

seven (7) days after service. Should no objections be submitted to the Court and counsel within seven (7) days after service, it shall be submitted to the Court for entry and signature.

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of October, 2026, a true and correct copy of the foregoing **ORDER RE. MISTY BROWN'S EX PARTE VERIFIED MOTION TO ENFORCE AND FOR SANCTIONS AND JUDGMENT** was served on the following by the means indicated below:

Michael A. Mickelson	[ ] USPS Mail *(First Class)*
Caldwell Filler & Grayson	[ ] USPS Mail *(Certified Restricted Delivery)*
40 S. State Street	[X] Electronic Mail
Tooele, Utah 84074	[ ] Electronic Filing
michael@cfg.law	[ ] Facsimile
	[ ] Hand Delivery
Daniel H. Simpson	[ ] USPS Mail *(First Class)*
Utah Attorney General's Office - Taylorsville	[ ] USPS Mail *(Certified Restricted Delivery)*
4315 South 2700 West	[X] Electronic Mail
Taylorsville, Utah 84129	[ ] Electronic Filing
dsimpson@agutah.gov	[ ] Facsimile
Counsel for ORS	[ ] Hand Delivery

/s/ Bradley A. Schmidt

BRADLEY A. SCHMIDT