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IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH

In the Matter of the Marriage)	DECREE OF DIVORCE
ALESHA FONNESBECK)	
Petitioner,)	
And)	Case No. 264900512
)	Judge CONKLIN
MICHAEL FONNESBECK)	Commissioner RICHARDS
Respondent.)	

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

- 1) **JURISDICTION:** That Alesha and Michael were for more than three (3) months prior to filing these action actual and bona fide residents of Weber County, State of Utah.
- 2) Alesha and Michael were married on the 6th day of August, 2016 in Richmond, Utah.
- 3) **GROUND:** During the course of the marriage, the parties have experienced differences which cannot be reconciled that make

continuation of the marriage impossible. The parties agree a divorce will be granted on the grounds of irreconcilable differences.

4) That as a result of the aforesaid facts, the parties were separated December 2025.

5) **CUSTODY & SUPPORT:** There is one (1) child born and adopted as issue of this marriage, to wit; D.E-O.F. 12/01/2023.

6) Alesha and Michael shall awarded joint legal custody of the minor child. The parties shall discuss all major issues regarding the child with one another. If there is no agreement after discussion, the parties shall look to a professional in the field (i.e. child's doctor on medical issue) and discuss again strongly favoring the professional's opinion. If there is still no agreement, the parties may elect to mediate. If no agreement at mediation, Alesha shall then have presumptive decision-making authority on education issues and Michael having presumptive decision-making authority on medical issues with both parties having the right to object to the Court.

7) Alesha and Michael shall be awarded joint physical custody of the minor child with Alesha's residence as the primary residence for records purpose. The parties will work together to determine the best parent-time schedule and have been exercising time with Michael having daytime visits with the child Monday through Friday and Alesha having overnight visits with the child Monday through Friday

and the parties alternating the weekends Friday to Sunday overnights. This shall be deemed equal parent-time. If the parties work schedules change, they will mediate to determine the best parent-time schedule consistent with U.C.A.§81-9-305 if appropriate.

8) The parties shall exercise holidays in conjunction with U.C.A.§81-9-302 as follows:

Holiday Parent Schedule Consistent with U.C.A.§81-9-302

Holiday	Even Year Parent	Odd Year Parent	Awarded Time
Martin Luther King Jr. Holiday	Michael	Alesha	(1) Begins Friday before MLK Jr. Day at: (a) 9 a.m. if school is not in session and the parent can be with the children; (b) the time school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Ends 7 p.m. MLK Jr. Day.
President's Day	Alesha	Michael	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. by election. (2) Ends 7 p.m. on the day before school resumes.
Spring Break (First Half)	Alesha	Michael	(1) Begins 6 p.m. the day school dismisses. (2) Ends 6 p.m. on Thursday.
Spring Break (Second Half)	Michael	Alesha	(1) Begins 6 p.m. Thursday. (2) Ends 7 p.m. Sunday evening or when school resumes.
Memorial Day	Alesha	Michael	(1) Begins Friday at: (a) 9 a.m. if no school; (b) dismissal; or (c) 6 p.m. (2) Ends 7 p.m. on Memorial Day.
July 4th	Michael	Alesha	(1) Begins July 3rd at 6 p.m. (2) Ends July 5th at 6 p.m.
July 24th	Alesha	Michael	(1) Begins July 23rd at 6 p.m. (2) Ends July 25th at 6 p.m.
Labor Day	Michael	Alesha	(1) Begins Friday at: (a) 9 a.m.; (b) dismissal; or (c) 6 p.m. (2) Ends 7 p.m. on Labor Day.
Columbus Day	Alesha	Michael	(1) Begins 6 p.m. the day before. (2) Ends 7 p.m.
Fall Break (UEA)	Michael	Alesha	(1) Begins 6 p.m. day school dismisses. (2) Ends 7 p.m. the day before school resumes.
Halloween	Alesha	Michael	(1) Begins school dismissal or 4 p.m. if no

			school. (2) Ends 9 p.m.
Veteran's Day	Michael	Alesha	(1) Begins 6 p.m. day before. (2) Ends 7 p.m.
Thanksgiving	Michael	Alesha	(1) Begins Wednesday at 6 p.m. or dismissal. (2) Ends 7 p.m. on the day before school resumes.
Winter Break (First Half)	Alesha	Michael	(1) Begins dismissal or 6 p.m. the day school dismisses for winter break, (2) Ends December 27 at 7:00 p.m.
Winter Beak (Second Half)	Michael	Alesha	(1) Begins 7:00 p.m. on December 27, (2) Ends 7:00 p.m. the day before school resumes.
Father's Day	Michael	Michael	(1) Begins 9 a.m. (2) Ends 7 p.m.
Mother's Day	Alesha	Alesha	(1) Begins 9 a.m. (2) Ends 7 p.m.

9) The parties shall each be awarded two weeks of uninterrupted summer parent-time each year with Michael receiving preference on weeks in odd numbered years and Alesha preference in even numbered years. The preference shall apply if the weeks are designated by May 1 of each year. The other party shall designate by May 15 of each year. This designation shall be consistent with U.C.A.§81-9-302.

10) The parties shall incorporate the following parenting plan:

PARENTING PLAN

1. The parties understand and agree that the child's best interest is a priority. The parties believe they are both dedicated parents who desire to create a structured parenting relationship for the benefit of their child and that their focus is the needs and interests of the child.
2. The parties realize that both of them are important to the child; that the child need their active support, and the parents agree to respect each other's role as a parent and their decisions with regards to the child.

3. The parties agree that to have a successful parenting relationship they will need to be flexible with the other parent. The parties shall incorporate U.C.A. §81-9-202 in giving special consideration to make the child available for funerals, weddings, or significant events.
4. As such, the parents understand and agree to develop and maintain good communication with each other and to establish a cooperative working relationship based upon trust, compromise, the sharing of information and open, honest and frequent communication between them.
5. The parents understand that the communication between them shall be civil and shall be regarding the health, welfare, education and all other interests of the child.
6. The parents understand that a conflict between them causes emotional trauma and pain to their child and this conflict shall be avoided.
7. The parents understand that consistency between the households is important regarding the child's schooling, discipline, etc.

TIME SHARING AND RESIDENTIAL PLAN

8. The parties will share joint custody.
9. The parent with the child during their parent time will ensure that the child arrive to school on time, is picked up on time and that they complete any and all assigned homework. The parents will discuss the child's homework and school activities so that they are both aware of assignments, projects and other homework that may be due. Both parents, if possible, will attend the parent-teacher conferences.
10. While the child is with a parent, that parent shall provide the child with: (1) regular and nutritious food; (2) clean and appropriate clothing; (3) sanitary and reasonable living and sleeping quarters; (4)

appropriate medical examinations and treatment; and (5) supervision and guidance as appropriate for the age of the child. That parent will also ensure that they will not engage in, nor permit the presence of any excessive alcohol consumption, unlawful drug use, sexually explicit activities, violence, or disrespect for law and order.

11. Each parent may make decisions regarding the day-to-day care and control of the child while the child is in the physical custody of that parent.

12. If either parent is going out of state with the child, that parent shall provide to the other the address and telephone number of where the child will be prior to travel taking place.

13. The child shall be allowed reasonable telephone contact as initiated by the child.

SHARING OF INFORMATION

14. The parents will use their best efforts to communicate and share information with each other on a frequent basis regarding the child's development, school work, medical and dental treatment, therapy, and regarding other information appropriate to share with the other parent.

15. The parents will notify the other parent of all school programs, church events, extracurricular activities, and sporting events that involve the child.

16. The parents will notify the other parent of illnesses the child may have when they are at the individual homes.

17. The parents will discuss any problems either one of them is experiencing with disciplining the child and they will work together to enforce similar discipline plans/goals at each home.

18. The parents agree to communicate with each other any concerns regarding the wishes of the child in regards to parent-time

and work together to do what is in the best interest of the child, in order to minimize any undue stress on the child.

19. The parents agree to immediately advise the other parent of any changes in the address, telephone number, or other information pertinent to their communication and the communication they have with the child.

20. The parents agree not to place the child in the middle of their communications or conflicts that may arise, if any. They will not probe or question the child regarding the other parent, send messages to the other parent through the child disparage or degrade the other parent in the presence of the child or allow third parties to do so.

21. If a parent is traveling with the child for overnight or longer, they will provide a location of where the child will be staying and a method of how to reach the child in an emergency. The parents will provide the other of any travel plans such as flight information, etc.

22. The parties will provide 60 days' notice of any move that is more than 20 miles from the current city. The parties will mediate if no agreement to a parent-time schedule.

MAJOR DECISIONS AND DISPUTE RESOLUTION

23. The parents agree that all major decisions concerning the child including health, education, religion, day care and general welfare will be discussed, and that they will both have input as to what is in their child 's best interests and follow the legal custody paragraph.

24. This plan shall be made an Order of the Court and shall be in effect until modified through petition and an establishment of a substantial change in circumstances. Any changes to the Plan shall be made in writing, date, and signed by both parents. Until such Order from the Court, or written change is made, or this Plan and its terms shall remain enforceable and shall govern any dispute.

End of Parenting Plan.

- 11) **CHILD SUPPORT:** Michael is currently employed and earns \$7,333/month from his full-time position.
- 12) Alesha is currently employed and earns a base salary and bonuses and agrees consistent income is at least \$8,000/month from her full-time position.
- 13) Child support should be established in accordance with the minimum support guidelines using the allowable gross incomes of the parties in an amount as provided for by Utah Code Ann. §81-6-301 et. seq. for the minor child of the parties based on a joint custody worksheet of 183/182 split. The amount of child support provided per Code is \$17 per month to be paid by Alesha. Where this amount is nominal, the parties agree no child support shall be exchanged.
- 14) The parties shall jointly and equally be responsible for any extra-curricular activities for the child which are agreed upon in writing.
- 15) The parties shall equally split the costs of school fees, school lunches, and other mandatory expenses. The parties will split insurance upon the child reaching driving age.
- 16) The parties will each provide clothing for the child while they are in their own care.

17) **CHILDCARE:** The parties currently work shifts opposite of one another which results in no child care being needed. The parties shall continue this arrangement so long as possible. In the event the parties need childcare, the parties will work together to determine the best provider and shall equally split any daycare expenses incurred for child care for work related care.

18) **MEDICAL:** The minor child is currently covered on Michael's insurance. The parties shall equally split the cost of the child's portion of medical, dental, and vision insurance on a pro rata basis. In the event both parties have medical coverage for the child, the child shall be double covered and the parties shall each pay their own medical premiums costs for the child with Michael's insurance being primary. Michael will provide to Alesha the insurance information to include a card and cost within 30 days of any change to insurance.

19) Each parent is to pay for one-half ($\frac{1}{2}$) of any deductible or non-covered amounts for such essential medical or dental services or prescriptions related thereto that are not paid by the insurance provider. The parent ordered to maintain insurance shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, upon initial enrollment of the dependent child and thereafter on or before January 2nd of each calendar year, or 30 days after the annual

enrollment period. The parent shall notify the other parent or Office of Recovery Services of any change of insurance carrier, premium or benefits within 30 days of the date of the change.

20) A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment. The other parent is ordered to make their portion of those payments or make arrangement to do so within thirty (30) days of receipt of the documentation supporting required participation.

21) Neither parent shall contract for or incur any obligation for elective surgery for the child, or any type of psychological counseling or evaluation for a child, anticipating co-payment from the other parent without the prior agreement or consent of that parent in writing. Orthodontia work for the child shall be split 50/50 by the parties.

22) If an agreement cannot be reached, then before any (other than emergency) medical, or psychological counseling be done as a co-obligation, the matter shall be brought back before the court.

23) **TAXES:** For purpose of taxes, the parties shall alternate claiming the child. Alesha shall claim the only child in even numbered tax years and Michael shall claim the only child for odd numbered tax years.

24) **REAL PROPERTY:** The parties have divided any real property and each party shall take any proceeds from that sale they currently have without claim from the other party.

25) **RETIREMENT:** The parties shall each be awarded their own retirement free and clear of claims of the other party.

26) **PERSONAL PROPERTY:** The parties have acquired personal property during the course of the marriage which shall be awarded to the party who has possession. Specifically, each party will take their own bank accounts. Alesha will take the Ford Explorer and any equity along with the camper. Michael will take the Ford F-150 and any equity along with the side by side. The parties will remove one another from any joint title, account, or obligation within 90 days of entry of the divorce.

27) The parties have life insurance policies. The parties will continue their policy naming the other parent as beneficiary to the policy until the minor child reaches the age 18.

28) All further property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar source should be awarded to the party from whose family it came.

29) **DEBTS:** The parties have separated all marital debt and none remains other than the vehicle. The parties shall each take the debt in their own names and hold the other harmless and shall remove the other from any joint debt within 90 days of entry of divorce.

- 30) Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.
- 31) **ALIMONY:** No alimony shall be awarded past, present, or future.
- 32) **OTHER:** Alesha shall have her maiden name of Kirby restored should she choose.
- 33) The parties shall be civil in all communications.
- 34) The parties shall not disparage the other party in the presence of the minor child or allow a third party to do the same.
- 35) Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.
- 36) The parties will equally split any filing fees.

END OF ORDER

****THE COURT'S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT****

APPROVED AS TO FORM:

/s/: Michael Fannesbeck

Signed by Brittany R. Brown with permission of Michael Fannesbeck

Michael Fannesbeck

Respondent

Rule 7

NOTICE TO THE ATTORNEY/RESPONDENT:

You will please take notice that the undersigned, attorney for Alesha, will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless

written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 28th day of April, 2026

/s/: Brittany R. Brown

Brittany R. Brown

Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following:

Michael Fannesbeck

Respondent

Dated this 28th day of April 2026

/s/Debbie Weber

Debbie Weber

Assistant