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Petitioner's Attorney

IN THE SECOND DISTRICT COURT COUNTY OF WEBER, STATE OF UTAH, OGDEN DEPARTMENT	
IN THE MATTER OF THE MARRIAGE OF MATTHEW FARTHING, Petitioner, and ALYSSA FARTHING, Respondent.	DECREE OF DIVORCE Case No.: 264900087 Judge: Catherine Conklin Commissioner: Christina Wilson

Petitioner, Matthew Farthing, through his Attorney, Anne-Greyson Long, of Brown Family Law, LLC, and Respondent, Alyssa Farthing, through her attorney Elizabeth Cravens, stipulated to a full and final resolution of all issues raised in this matter. The Court, having received and reviewed the records, files, and papers in this matter, the Court being fully advised and having previously made and entered its Findings of Fact and Conclusions of Law, now:

ORDERS, DECREES, AND ADJUDGES

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and each Party is hereby awarded a Decree of Divorce from the other, to become absolute and final upon entry by the Court.

1. CUSTODY AND PARENT-TIME:

- a. Physical custody. The Parties shall be awarded joint physical custody of the minor children.
- b. Parent-time. The Parties shall exercise equal (50/50) parent-time pursuant to Utah Code Ann. §81-9-305, as follows:
 - i. Matthew shall have parent-time starting on Monday after school or at 8:00 a.m. when school is not in session through Wednesday morning at the start of school or at 8:00 a.m. when school is not in session.
 - ii. Alyssa shall have parent-time starting on Wednesdays after school or at 8:00 a.m. when school is not in session through Friday morning at school drop off or at 8:00 a.m. when school is not in session.
 - iii. The parties shall alternate weekends from Friday after school or at 8:00 a.m. when school is not in session through Monday morning at school drop off or at 8:00 a.m. when school is not in session.
- c. Holiday parent-time. Holiday parent-time should follow Utah Code Ann. §81-9-302, except as modified below:

Holiday	Holiday Time Period	Alyssa	Matthew
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (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 p.m. on Dr. Martin Luther King Jr. Day.	Odd	Even
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (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 p.m. on the day before school resumes.	Even	Odd
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (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 p.m. on Memorial Day.	Even	Odd
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 if Mother	All years if Mother
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 if Father	All years if Father
Juneteenth	(1) Holiday begins at:	Even	Odd

National Freedom Day (or "Juneteenth")	(a) 6 p.m. on the day before Juneteenth if the day before Juneteenth is not Father's Day, or (b) 9 a.m. on Juneteenth if the day before Juneteenth is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd	Even
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even	Odd
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with Minor Children; (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 p.m. on Labor Day.	Odd	Even
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	Odd
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd	Even
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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on	Even	Odd

	the same day as 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	Even
Thanksgiving	(1) Holiday begins on Wednesday at: (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 p.m. on the night before school resumes.	Even	Odd
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (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.	Odd	Even
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even	Odd
Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even	Odd
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd	Even

- i. Easter shall be alternated annually with Alyssa having odd years and Matthew having even years.

- ii. The children's birthday shall supersede all holidays including Easter.
- iii. So long as the children want to go, they may attend Matthew's Easter religious service every year; in Alyssa's years, she shall retain the remainder of the day.
- d. Summer parent-time: The parties shall follow the regular parent-time schedule during summer, except that each party may exercise up to two (2) weeks of uninterrupted vacation with at least 30 days' advance written notice.
- e. Right of First Refusal: If either parent requires childcare for the minor child(ren) for an overnight period during that parent's scheduled parent-time, that parent ("Offering Parent") shall first offer the other parent ("Receiving Parent") the opportunity to care for the child(ren) before arranging for any third-party caregiver.
- f. Transportation and Exchanges. The parties shall utilize school to school exchanges as much as practical. Pursuant to Utah Code §81-9-202(5), transportation shall be equally divided, with each party responsible for dropping the children off at the other's residence or agreed location.
- g. Relocation: If either party relocates more than 20 miles away from the other party's residence then the relocating party should comply with the provisions of Utah Code §81-9-209.

2. LEGAL CUSTODY: The parties shall be awarded joint legal custody of the minor children consistent with the advisory guidelines as outlined in Utah Code §81-9-202.

- a. The parties should work together to make major decisions regarding the children. If they cannot agree, they shall consult an appropriate professional and, if necessary, mediate before seeking court intervention.

3. PARENTING PLAN: In addition to the advisory guidelines as outlined in Utah Code §81-9-202, the parties shall adhere to the following parenting plan:

- a. Child Care. Each Party shall be responsible for arranging/ child-care during their own parent-time, except in cases of emergency.
- b. Extracurricular Activities. The children may participate in extracurricular activities. The parties shall equally share the reasonable costs of any activity that is mutually agreed upon in writing in advance. If either party enrolls a child in an extracurricular activity without the other party's prior written agreement, that party shall be solely responsible for all costs associated with the activity.
- c. Education. The parties shall jointly determine the children's school enrollment based on the best available school district at the time of enrollment. Neither party's residence shall be presumed to be the children's primary residence for the purposes of school enrollment.

d. School expenses. Once the children start attending school, the parties shall equally split all school related expenses including school lunches.

e. Religion. The Parties shall support the children's participation in religious activities consistent with the children's wishes. Neither party shall require mandatory weekly attendance or participation.

4. CHILD SUPPORT:

a. Matthew's gross monthly income is \$8,247.93 and Alyssa's gross monthly income is \$4,250.

b. Based on the Utah Child Support Guidelines, Matthew should be ordered to pay Alyssa child support in the amount of \$328 per month, commencing May 1, 2026.

c. Pursuant to Utah Code §78B-12-112, the child support payment should be payable either in full by the first (1st) day of each month or it will be due ½ by the 5th and ½ by the twentieth (20th) of each month.

d. The child support obligation shall continue until each child turns 18 or graduates from high school, whichever occurs later, and shall automatically adjust as each child emancipates.

5. CHILD CARE:

a. Pursuant to Utah Code §78B-12-215 the parties should equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties' working or attending school.

- b. Pursuant to Utah Code §78B-12-214 if an actual expense for childcare is incurred, a parent should begin paying his or her share on a monthly basis immediately upon: 1) presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.
- c. The parent incurring the childcare expense should provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider. The custodial parent should notify the other parent of any change in provider or expense within thirty (30) calendar days of the change.
- d. The custodial parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

6. HEALTH INSURANCE:

- a. Matthew shall maintain health insurance coverage for the children. The parties shall equally split the premiums associated with the children's health insurance.
- b. Each party should pay one-half ($\frac{1}{2}$) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.

7. INCOME TAX DEDUCTIONS:

- a. For the 2025 tax year, the parties shall equally share all income tax refunds and liabilities. Alyssa shall be responsible for preparing the parties' 2025 federal and state income tax returns.
- b. Starting for the 2026 tax year, Matthew should be awarded the right to claim one child and Alyssa should be awarded the right to claim one child.
- c. When only one minor child remains Matthew should be awarded the right to claim the child in even years. Alyssa should be awarded the right to claim the child in odd years.
- d. That pursuant to Utah Code §78B-12-217, if the non-custodial parent is not current in their child support obligation the tax exemption should automatically revert to the custodial parent.

8. REAL PROPERTY:

- a. That the home and real property located at 2890 Wheelock Ave., Ogden, UT 84403, shall be sold at the earliest opportunity.
- b. Any equity in the home should first be applied to pay off any debt that the parties owe to Farthing Accounting Services. Any remaining equity should be split equally between the parties.
- c. That the parties should be restrained from disposing, transferring, selling or otherwise encumbering any real property that either party considers to be at issue.
- d. Until the marital residence is sold, Matthew shall have exclusive occupancy of the home. Matthew shall be solely responsible for

payment of all utilities associated with the residence as well as the mortgage.

9. PERSONAL PROPERTY:

- a. Matthew should be specifically awarded the following personal property items: 2014 Jeep Cherokee.
- b. Alyssa should be specifically awarded the following personal property items: 2018 Subaru Crosstrek
- c. That any other marital property should be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties should mediate any dispute thereto prior to bringing the action before the court.
- d. That the parties should be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

10. FINANCIAL ASSETS:

- a. The parties have various savings and checking accounts. These accounts should be divided equally between the parties.

11. BUSINESS INTEREST:

- a. Alyssa should be awarded the Farthing Accounting Services along with its bank accounts, debts, and liabilities without claim by Matthew.

12. DEBTS:

- a. The parties have the following marital debts:

- i. Alyssa's Discover Card balance;
 - ii. Matthew's Discover Card balance; and
 - iii. Lowes Credit Card in Alyssa name balance.
 - iv. The debt owed to Farthing Accounting Services. As of the date of the entry of this stipulation, the debt owed to Farthing Accounting Services is \$12,163.82
- b. The parties shall pay off the credit cards in their own names.
 - c. The debt owed to Farthing Accounting Service shall be paid out of the equity from the sale of the marital home in accordance with the provisions of this agreement.
 - d. That any and all debt not disclosed or divided herein should be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.
 - e. The payment of the debts set forth above should be non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

13. RETIREMENT BENEFITS:

- a. That the parties should be awarded their respective Roth IRAs free and clear of any interest in the other.
- b. That the parties should equally divide the parties' other retirement and related investment accounts, including Matthew's 401(k), pursuant to the Woodward Formula ($\frac{1}{2}$ of all growth and principal of the account that accrued during the course of the

marriage). The account should be divided as of the date of the execution of this agreement. For the purpose of division, any withdrawals made since the parties date of separation on December 18, 2025 should be added back to the balance of the accounts. A Qualified Domestic Relations Order (“QDRO”) should be issued from this Court to assist the parties in dividing the foregoing and the parties should equally split any cost associated with the preparation of the QDRO.

c. That the parties should exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange should occur within sixty (60) days of the entry of the Decree of Divorce and each party should cooperate and execute all documents necessary to effectuate the transfer of their retirement and related investment accounts.

14. ALIMONY:

a. Matthew shall pay to Alyssa alimony in the amount of \$1,000 a month for 3 ½ years or until Alyssa remarries, cohabitates, or dies—whichever occurs first. This alimony obligation shall commence starting on the first of the month after the marital home is sold.

15. MAIDEN NAME: That Alyssa should be restored to her maiden name of Miller, if she so desires.

16. ATTORNEYS FEES:

a. The parties shall pay their own attorney fees.

17. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

- a. Each party should immediately deliver all property awarded to the other party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry out the orders of this Decree of Divorce.
- b. Each party should immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.
- c. Unless otherwise agreed the foregoing should be completed within sixty (60) days of the entry of the Decree of Divorce.
- d. The Court should grant such other and further relief as it may deem just and appropriate in this matter.

JUDGE'S ELECTRONIC SIGNATURE APPEARS ON THE TOP OF PAGE ONE

APPROVED AS TO FORM:

Elizabeth Cravens
Elizabeth Cravens
Respondent's Attorney

NOTICE OF INTENT TO SUBMIT ORDER FOR COURT'S SIGNATURE

TO: Elizabeth Cravens

As authorized by Utah Rule of Civil Procedure 7(j)(4)-(5), the undersigned attorney will submit the foregoing Order for the Court's signature upon the expiration of seven days from the date of this Notice, unless written objection is filed prior to that time.

Dated 20 April 2026.

BROWN FAMILY LAW, LLC

/s/ Anne-Greyson Long

Anne-Greyson Long
Petitioners Attorney

CERTIFICATE OF SERVICE

I hereby certify on 20 April 2026 I caused to be served a true and correct copy of the foregoing by email addressed to the following:

Elizabeth Cravens
Respondent's Attorney

/s/ Anne-Greyson Long

Anne-Greyson Long
Petitioners Attorney

