

The Order of the Court is stated below:

Dated: June 26, 2026
10:38:35 AM

/s/ MATTHEW J HANSEN
District Court Judge



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

WEBER COUNTY, OGDEN DEPARTMENT

In the matter of the marriage of:

BRITTNEY MERRILL

and

HOWARD SPENCER MERRILL.

DECREE OF DIVORCE

Case Number: 254901754

Judge: MATTHEW HANSEN

Commissioner: CHRISTINA WILSON

The matter before the court is the Petition of Decree of Divorce. The parties met in mediation and reached a full settlement agreement. Having received the agreement of the parties and entered Findings of Fact and Conclusions of Law, the Court Decrees as follows:

JURISDICTION & GROUNDS

1. RESIDENCE. One or both parties have been residents of Weber County, Utah, for more than three months immediately prior to the commencement of this action.
2. MARRIAGE. The parties married on June 26, 2020, and remain married.
3. GROUNDS. The parties are divorcing on grounds of irreconcilable differences.
4. MILITARY STATUS. Neither party is on active duty with the uniformed services.
5. PUBLIC ASSISTANCE. Neither party is receiving public cash assistance.

MINOR CHILDREN

6. MINOR CHILDREN. The parties are the parents of the following minor children:
 - a. Aiden J. Merrill (born September 2020)
 - b. August E. Merrill (born September 2020)
 - c. The children's non-public information is filed with the court.
 - d. No other children are expected from this marriage.
 - e. References to the minor children may be in the singular or plural.
7. CHILD RESIDENCY. The minor children have lived for more than the immediate past six months in the State of Utah. Pursuant to the UCCJEA, Utah is the Home State of the minor child.
8. OTHER PROCEEDINGS. There are no proceedings involving the parties' minor child in any court or administrative agency.
9. NO OTHER PARTIES. There is no other person who is not a party to these proceedings who has or claims custody of the parties' minor child or who claims child support, visitation or other rights with respect to the parties' minor child.

CUSTODY & PARENT TIME

10. JOINT CUSTODY. The parties will share joint legal custody pursuant to the parenting plan provisions below.

11. SCHOOL RESIDENCE. The child will start school at Lomond View Elementary School in Fall of 2026 and will continue at the school and its feeders, so long as at least one parent resides within the school's boundaries or by written agreement of the parties.

12. PARENT-TIME. Spencer is entitled to parent time on a 6/8 schedule (meaning that every 14 days Spencer is entitled to 6 overnights and Brittney has 8 overnights) as the parties agree or as follows:

- a. Monday and Tuesday overnight from after school until drop-off at school the next day, or if there is no school, then drop-off to the other parent.
- b. Alternating weekends from Friday after school until Sunday after 5:00 pm.
- c. On school early-out days (currently Wednesdays), the parties will alternate picking up the children from school.
- d. When the children are not in school, Spencer is entitled to watch the children during the time Brittney is working until the children are old enough to not need childcare.

13. HOLIDAYS. The parties will share holiday parent time as the parties agree or will follow the holiday statute consistent with Utah Code § 81-9-302. A copy of the statutory holiday calendar is included for reference:

Holiday	Holiday Time Period
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 the minor 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 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 minor 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 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 p.m. on the day before school resumes.
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 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.
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.
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 is a school day.

	Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor 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 p.m. on Labor Day.
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.
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.
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the 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.
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. (2) Holiday ends at 7 p.m. on the day before school resumes.
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on 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.
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.
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.

14. SUMMERS. During the summer, each parent may reserve a two week block consistent with Utah Code § 81-9-305(5). The parties should coordinate by Spring Break each year regarding summer plans for parent time. In odd numbered years, Brittney will have first priority for selecting dates for her two week block. In even numbered years, Spencer will have priority.

15. VIRTUAL PARENT TIME. Each party will be entitled to contact the child by phone or video chat at reasonable times and for reasonable durations when the child is

with the other parent. In addition, the parties will allow the child to contact either parent through text, phone, or video upon the child's request at reasonable times and for reasonable duration.

16. RELOCATION. Consistent with Utah Code § 81-9-209(2), if either parent plans to relocate (moving 150 miles or more from the residence of the other parent), the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming that (a) the parent-time provisions agreed to by the parties or ordered by the court will be followed; and (b) neither parent will interfere with the other's parental rights as agreed to by the parties or ordered by the court. A new parent-time schedule will be established pursuant to remaining provisions in § 81-9-209.

17. SHORT DISTANCE RELOCATION. If either parent relocates more than 50 miles from that parent's current residence, that relocation will be deemed a material change in circumstances for purposes of the parties' custody and parent-time arrangement.

Unless the parties agree otherwise in writing or the Court orders otherwise, the parent who relocates more than 50 miles away will be presumed to be the non-custodial parent, and the children will reside primarily with the parent who does not relocate, with parent time for the relocating parent to be determined by agreement of the parties or as otherwise ordered by the court. The relocating parent will be responsible for providing transportation for that parent's parent-time exchanges, including picking up the children

at the beginning of that parent's parent-time and returning the children at the conclusion of that parent's parent-time.

18. TRAVEL. When either parent intends to travel with the child, either out of state or for more than one overnight, they should provide written notice to the other parent no less than three days in advance of the travel. The traveling parent should provide an itinerary for the travel including dates and locations, emergency contact information, sleeping accommodations, and names of all other adults who will be traveling with the child.

19. COMMUNICATION. Communication between the parties should be civil, written (e.g. text message or email) and, unless otherwise agreed, limited to issues concerning the minor child.

a. Neither parent may block the other from communicating, whether through blocking phone numbers, text messages, or emails.

b. Each parent shall provide accurate and current contact information to the other and shall notify the other in writing within 24 hours of any change in their telephone number, email, mailing address, or other contact information.

c. Each parent shall communicate directly to the other regarding parenting and support issues, not through the child or through any third parties. Neither parent should ignore nor refuse to communicate back when needed regarding the child.

d. The parties should communicate with each other for scheduling doctor appointments, parent teacher conferences and other similar appointments for the

children. It is recommended but not required for the parties to maintain a joint calendar for the child's appointments and special events.

CHILD SUPPORT

20. INCOMES. Brittney is employed full time earning approximately \$11,000.00 per month. Spencer is self-employed and earns approximately \$4,000.00 per month.

21. CHILD SUPPORT. Pursuant to joint custody Child Support worksheet, with the incomes stated above, a 210/155 overnight split, and two minor children, the child support comes to \$6 per month, which is a *de minimum* amount. Neither parent will pay child support unless modified, such as for changes in income or custody as provided by statute.

a. Child support may be modified due to significant change in circumstances by petition or modified after 3 years by motion to the court, pursuant to Utah Code § 81-6-212.

b. While the parties are still residing in the same home, there will be no child support as the parties will be sharing residential expenses.

22. MEDICAL INSURANCE. Both parents have the obligation to provide medical insurance where reasonably available. The children are currently insured through Brittney's insurance. So long as Brittney is able to provide reasonable medical insurance, Brittney will be solely responsible for the insurance premiums. If both parties have insurance then Brittney's will be the primary insurance and each party will be responsible for their own premiums.

23. OUT OF POCKET COSTS. In consideration of Brittney being awarded the right to claim both of the minor children on her taxes every year, Brittney will be solely responsible for all out-of-pocket healthcare expenses beyond the premiums, including co-pays, prescription costs, and non-covered costs for medical, dental, orthodontic, mental health, vision and any other health care costs for the children.

24. NOTICE TO MEDICAL/DENTAL CREDITORS. Pursuant to Utah Code §§ 15-4-6.7, 30-3-2, and 30-3-5(1)(c), a medical or dental creditor who has been provided a copy of this order may not make a claim for unpaid medical expenses against a parent who has paid in full their share of the medical and dental expenses required to be paid by that parent under this order, nor may the creditor make a negative credit report under § 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under this order.

- a. Each party should provide a copy of this order to the creditor of the claimed medical or dental expense for the minor child.
- b. Each parent should notify the creditor of their own current address.
- c. Each parent has an individual duty to inform the medical or dental creditor of this provision regarding their own actual, alleged, or potential medical or dental debts for minor child and to provide their own, individual information. Neither parent shall be obligated to inform such providers on behalf of the other parent.

d. CHILDCARE. The parties agree that Spencer may provide care for the children while Brittney is working, until the children no longer need childcare, as a Right of First Refusal. If paid childcare becomes necessary, each party will be equally responsible for the out of pocket childcare costs. When practicable, each party should pay their portion of costs to the provider. Both parties must be listed as parents with the provider and included as emergency contacts and authorized to pick up or drop off the children.

25. SCHOOL COSTS. In consideration of Brittney being awarded the right to claim both of the minor children on her taxes every year, Brittney will be responsible for the children's out of pocket school costs, including any school lunches.

26. EXTRACURRICULAR ACTIVITIES. The parties will share equally all out-of-pocket expenses incurred for any extracurricular activities in which both parties agree in writing that the minor children may participate. The party incurring the extracurricular activity out-of-pocket costs will submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and will be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. The parties will both support the children's mutually agreed-upon extracurricular activities, meaning that each party will be responsible for getting the children to the activity during their parent time.

27. CHILD TAX CREDITS. In consideration for Brittney paying all of the out-of-pocket healthcare, school, and extracurricular activity costs, Brittney will be entitled to claim both children each year for tax purposes.

28. 2025 TAX REFUND. The parties acknowledge and agree that any tax refund received for the 2025 tax year has been divided to their mutual satisfaction. Neither party is making any further claim against the other regarding the 2025 tax refund, and each party waives any additional claim to the 2025 tax refund or any portion of it.

PARENTING PLAN

29. CO-PARENTING ADVISORY GUIDELINES. The statutory co-parenting advisory guidelines in Utah Code §81-9-202 should be incorporated by reference. The incorporated provisions include but are not limited to the following:

- a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- c. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. For curbside exchanges, the non-receiving parent shall have the child ready for the receiving parent at the time the child is to be picked up and shall be present at the designated pickup location or shall make reasonable alternate arrangements.

e. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent.

f. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.

g. Each parent shall be entitled to attend and participate fully in the child's significant school, community, family, or other activities whether or not it is that parent's week with the child.

h. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

30. DAY TO DAY DECISIONS. The parent who has the child should make day-to-day decisions (e.g., what to wear, what to eat, entertainment choices, who to spend time with, etc.) for the children without interference from the other parent. Both parents should make sure the children maintain good personal hygiene, grooming and appropriate dress for school and weather (such as children should not wear pajamas to school). However, parents should coordinate decisions and efforts regarding major discipline issues.

31. EMERGENCY DECISIONS. The parent who has the child should make emergency decisions when needed, should promptly inform the other parent of the emergency, and should discuss the emergency with the other party as soon as practicable.

32. MAJOR LIFE DECISIONS. The parents will discuss together any major life decisions (including major educational, medical/dental, religious ordinances and major changes of appearance) for the child. Neither parent should act on a major life decision or

make promises to a minor child regarding a major decision prior to discussing the matter with the other parent.

33. DISPUTE RESOLUTION. In the event the parties disagree on a major life decision concerning a minor child, the parties may consult a professional (doctor, counselor, etc.). At either party's request, the parties will bring the issue to mediation through a court-rostered domestic or similarly qualified mediator. If the parties are not in agreement, neither party is entitled to make the presumptive decision (tie-breaking vote). The parties shall attend mediation in good faith to resolve the issue before bringing the issue for decision with the court. If either party is found to have frustrated the dispute resolution process, the court at its discretion should award resulting costs and fees, including for mediation, to the non-frustrating party.

PROPERTY DIVISION

34. REAL PROPERTY. The parties have marital interest in their home located at 3960 N 800 West, Pleasant View, Utah (the Marital Home). There is currently a lien on the property related to debt on Spencer's business. The home equity and the business lien will be distributed as follows:

- a. Brittney is awarded sole possession and ownership of the Marital Home.
- b. Spencer will promptly finish fixing the front yard sprinklers.
- c. Spencer will remove the lien from the Marital Home and assume sole responsibility for the associated debt.
- d. As soon as the lien is removed, Brittney will transfer \$100,000.00 to Spencer from her 401(k) account. See ¶ 40 retirement account provision, below.

e. Within 18 (eighteen) months after Spencer removes the lien from the marital home, Brittney will pay Spencer \$50,000.00 in cash, after which Spencer's name will be removed from the title of the home. This and the transfer from the 401(k) account will constitute Spencer's equitable share from the marital home.

35. FINANCIAL ACCOUNTS. The parties have already divided their financial accounts. Each party is awarded their own financial accounts.

36. VEHICLES. Each party is awarded their own respective vehicles.

37. PERSONAL PROPERTY. The parties are working together to finalize division of the personal property by the end of September 2026. If disagreement arises as to the division of personal property, the contesting party should give the other party written notice of the item(s) contested and the basis for claiming the item(s). If the parties are unable to resolve the contested item(s) or other personal property issues, the parties will return to mediation to resolve the remaining personal property. Unless there are any items of personal property which have been contested in writing, after the end of September 2026, the property will be considered divided, and each party will have sole ownership of the personal property then in their possession.

38. DEBTS. The parties have no joint unsecured debts. Each party will pay any unsecured debt in their own name.

39. RETIREMENT. Spencer (Howard Spencer Merrill) is awarded a sum certain of \$100,000.00 from Brittney's 401(k) retirement account. The effective date of segregation will be the date on which Spencer removes the lien from the marital home. Spencer must

provide verification of the lien being removed, including verification of the date of its removal, before the \$100,000.00 can be moved to Spencer's account. See ¶ 35.c-d, above. Brittney will be responsible for preparing the necessary forms or orders, and Spencer will promptly cooperate to complete and sign any required paperwork.

40. ALIMONY. Neither party will pay alimony to the other.

MISCELLANEOUS PROVISIONS

41. MAIDEN NAME. Brittney may return to her maiden name if she so chooses.

42. NON-DISCHARGED OBLIGATION. If a parent fails to comply with a provision of this parenting plan or Decree, the other parent's obligations hereunder are not affected.

43. MUTUAL RESTRAINT. Each party shall be permanently restrained from doing or saying anything to the detriment, harm, or injury of the other party. The parties shall be mutually restrained from involving any third party to injure or harm, harass, abuse, stalk, or bother the other party or any person associated with the other party.

44. MEDIATION REQUIRED. Before any hearing is held for enforcement or modification action in this case for hearing before the court, the parties shall attend mediation and attempt in good faith to mutually resolve the issue. Unless otherwise agreed to by the parties or ordered by the court, the parties shall equally split the mediation fee.

45. DUTY TO SIGN. The parties should each be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce within 30 days of the Decree being entered.

***** END OF DECREE *****

Signature of the Court to Appear at the Top of First Page

APPROVAL AS TO FORM:

Dated this June 22, 2026

/s/ Spencer Merrill

HOWARD SPENCER MERRILL

Respondent Pro Se

CERTIFICATE OF SERVICE

I hereby certify that on June 22, 2026, I caused a true and correct copy of the above document to be served upon the persons and in the manner stated below:

HOWARD SPENCER MERRILL

Respondent Pro Se

By email to cyclingchemistry@hotmail.com

/s/ Cari Myers

