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

In the Matter of the Marriage of:	)	DECREE OF DIVORCE
MORGAN FORBUSH	)	
Petitioner,	)	
	)	Case No. 264900393
and	)	Judge Nelson
	)	Commissioner Richards
CARI LYN FORBUSH	)	
Respondent.	)	

WHEREFORE the Court having 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 & RESIDENCEY:** Morgan was for more than three (3) months prior to filing this action an actual and bona fide resident of Weber County, State of Utah.
- 2)** Jurisdiction is proper in this Court pursuant to Utah Code Ann. §81-11-201.
- 3)** Venue is proper in this Court pursuant to Utah Code Ann.

§78B-3a-201.

4) Morgan and Cari were married on the 4th day of February 2012, in Manti, Utah.

5) The parties separated in March 2026.

6) 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 are granted a divorce on the grounds of irreconcilable differences.

7) CUSTODY & SUPPORT: There is one (1) child born as issue of this marriage to wit; J.F. dob 06/23/2017.

8) Morgan and Cari are awarded joint legal custody of the minor child. Both parents shall be included on all forms and information sheets/applications. For major decisions regarding health, education, religion or extra-curricular activities, both parents shall have equal input into those decisions. The parties will follow the decision-making process herein: 1. The parties shall discuss all major issues regarding the child with one another; 2. 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; 3. If there is still no agreement, the parties shall mediate formally or informally sharing the cost; 4. If no agreement at mediation, either party may bring the issue back

before the Court.

9) Morgan and Cari shall be awarded joint physical custody with the parties having equal parent-time with the child consistent with U.C.A. §81-9-305. The parties will work together to determine the best parent-time schedule and will be flexible, but if no agreement, the parties will exercise parent-time as follows:

- a. Morgan shall have each Monday and Tuesday overnight and alternating weekends Friday, Saturday, and Sunday overnight.
- b. Cari shall have each Wednesday and Thursday overnight and alternating weekends Friday, Saturday, and Sunday overnight.
- c. Exchanges shall occur at school or if no school is in session 5:00 p.m.
- d. The child will continue at Silver Ridge and feeder schools unless otherwise agreed upon in writing.

10) The parties exercise holidays as they agree or if no agreement, consistent with U.C.A. §81-9-302

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

Holiday	Even Year Parent	Odd Year Parent	Awarded Time
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Martin Luther King Jr. Holiday	Cari	Morgan	(1) Begins Friday before MLK Jr. Day at: (a) the time school is regularly dismissed; or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. MLK Jr. Day.
President's Day	Morgan	Cari	(1) Begins (a) the time school is regularly dismissed; or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. day before school resumes.
Spring Break	Cari	Morgan	(1) Begins (a) at the time school is dismissed for spring break; or (b) 5:30 p.m. the day school dismisses. (2) Ends 8:30 p.m. on the day before school resumes.
Memorial Day	Morgan	Cari	(1) Begins (a) at the time school is dismissed for Memorial Day; or (b) 5:30 p.m. on Friday (2) Ends 8:30 p.m. on Memorial Day.
Juneteenth	Morgan	Cari	(1) Holiday begins at (a) 5:30 p.m. on the day before Juneteenth if the day before is not Father's Day; or (b) 8:00 a.m. on Juneteenth if the day before is Father's Day (2) Holiday ends at 8:30 p.m. the day following Juneteenth.
July 4th	Cari	Morgan	(1) Begins July 3rd at 5:30 p.m. (2) Ends July 5th at 8:30 p.m.
July 24th	Morgan	Cari	(1) Begins July 23rd at 5:30 p.m. (2) Ends July 25th at 8:30 p.m.
Labor Day	Cari	Morgan	(1) Begins Friday before Labor Day at: (a) the time school is regularly dismissed; or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. Labor Day.
Fall Break (UEA)	Cari	Morgan	(1) Begins (a) time school is dismissed for fall break or (b) Friday at 5:30 p.m. at election of parent granted the holiday (2) Ends 8:30 p.m. the day before school resumes.
Halloween	Morgan	Cari	(1) Begins October 31 or the day that Halloween is traditionally celebrated

			in the local community at (a) time school is dismissed or (b) 3:00 p.m. if no school (2) Ends 8:30 p.m. the same day the holiday begins.
Thanksgiving	Morgan	Cari	(1) Holiday begins at (a) time school is dismissed for Thanksgiving; or (b) 5:30 p.m. the day school dismisses at election of parent awarded holiday (2) Ends 8:30 p.m. on the day before school resumes.
Winter Break (First Half)	Cari	Morgan	(1) Begins dismissal or 5:30 p.m. the day school dismisses for winter break, (2) Ends December 27 at 8:30 p.m.
Winter Break (Second Half)	Morgan	Cari	(1) Begins 8:30 p.m. on December 27, (2) Ends 8:30 p.m. the day before school resumes.
Father's Day	Morgan	Morgan	(1) Begins 5:30 p.m. the day before (2) Ends 8:30 p.m. on Father's Day.
Mother's Day	Cari	Cari	(1) Begins 5:30 p.m. the day before (2) Ends 8:30 p.m. on Mother's Day.
Day Before/After Birthday	Cari	Morgan	(1) Begins 3 p.m. (10 a.m. weekends/holidays). (2) Ends 9 p.m.
Children's Birthday	Morgan	Cari	(1) Begins 3 p.m. (10 a.m. weekends/holidays). (2) Ends 9 p.m. Parent has siblings.

11) The parties shall each be awarded two weeks of uninterrupted summer parent-time each year with Morgan receiving preference of weeks in odd numbered years and Cari 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 requirements for designation.

12) The parties shall incorporate the following parenting plan:

PARENTING PLAN

- 1.** The parties understand the objectives of this parent-plan and 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 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.
- 9.** 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.
- 10.** 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.
- 11.** The child shall be allowed reasonable telephone contact as initiated by the child.
- 12.** The minor child should be allowed to use her Gabb watch during both parties' parent time. The parties should equally share the monthly cost. However, if the watch is broken or lost at either party's house due to that parent's fault, that party will purchase a replacement watch. Neither party may discipline the child by taking the watch away and will ensure it is charged and not lost.
- 13.** The parties shall provide 60 days' notice for any move more than 30 miles and 10 days' notice for any move less than 30 miles.

14. The parties shall provide notice of any out-of-state travel with the child and provide to the other parent 1) location, 2) dates of travel, 3) transportation method 4) a way to contact the child and 5) who to contact in an emergency.

SHARING OF INFORMATION

15. The parties will primarily communicate via email, text, shared calendar. If either party is found to be uncivil or withholding information the parties will begin using a co-parenting app such as Our Family Wizard.

16. 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.

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

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

19. 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.

20. 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.

21. 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.

22. 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.

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.

24. The parties will follow the decision-making steps in the legal custody paragraphs for any decisions in which there is no agreement.

25. 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

13) CHILD SUPPORT: Morgan is currently employed and earns \$10,800 gross per/month from his full-time position.

14) Cari is currently employed and earns \$4,948/month from her full-time position.

15) 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 50/50 custody worksheet. The amount of child support provided per Code is \$270 per month to be paid by Morgan to Cari. Child support shall begin the month following Cari moving from the marital home, but no later than November 2026.

16) The parties shall jointly and equally be responsible for any extra-curricular activities for the child which are first agreed upon in writing prior to enrollment and payment.

17) The parties shall equally split the costs of school fees, school lunches, and other mandatory expenses. The parties will split cell phone and driving insurance upon the child reaching driving age and the age to have a cell phone.

18) The parties will each provide clothing for the child while they are in their own care.

19) CHILDCARE: The parties shall equally split any daycare expenses incurred for childcare for work related care. Prior to obtaining paid care, the parents shall first ask one another if they would like to consistently care for the child. If childcare is obtained, the parties shall first agree upon a provider. The parties shall offer one another the first right of refusal to watch the child if they will be away from the child for a period overnight or more.

20) MEDICAL: The minor child is currently covered on Cari's insurance. The parties shall equally split the cost of the child's portion of medical, dental, and vision insurance premiums. 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 Cari's insurance as primary.

21) 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.

22) 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.

23) 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.

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

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

26) TAXES: For purpose of taxes Cari shall claim the child in odd numbered tax years and Morgan shall claim the only child for even numbered tax years. Morgan's right to claim the child is dependent upon being current on child support by December 31 of the claiming year. If Cari believes he is behind, she shall notify him by December 15 of the year.

27) REAL PROPERTY: The parties have real property located at 2427 W. 3125 N. Farr West, UT 84404. Morgan shall have the right to refinance and will have 120 days/October 9, 2026 to complete a refinance or an assumption loan and pay Cari 50% of the equity in

the home. Morgan shall be responsible for the costs associated with the refinance or assumption of the loans.

28) Cari's share of equity shall be the appraised value less the mortgage and HELOC balance. Morgan will pay the upfront cost of the appraisal; the total amount of the appraisal will be reimbursed to Morgan from Cari's share of equity. Morgan will select three names of appraisers and Cari will select from one of those. In the event Morgan is unable to refinance or assume the loan by October 9, 2026 the home shall be listed for sale within one week with both parties receiving 50% of the net equity following the sale of the home. This is the sales price less the mortgage and HELOC balance less costs of sale to include repairs, closing costs, and realtor fees and any other standard costs of sale.

29) Both parties shall cooperate with the sale of the home and work with the agreed upon realtor on sales price, listing price, etc. The home will be kept in show ready condition.

30) Until Cari moves from the home, the parties shall each pay 50% of the mortgage and utilities.

31) Cari shall move from the home no later than June 30, 2026.

32) RETIREMENT: The parties shall each be awarded their marital share of retirement consistent with *Woodward* and *Granger*. The parties will exchange retirement information from June 2026

and each party is awarded their one-half share of the others retirement from date of marriage through June 11, 2026. The parties will work together to prepare a QDRO to divide the retirement.

33) PERSONAL PROPERTY: The parties have acquired personal property during the course of the marriage which shall be equally divided. The parties will divide the property as they can agree. If there is no agreement, the parties will draw a number (either 1 or 2) and alternate claiming items until division is complete. If you are first in round one, you would be second in round two and so forth.

The parties agree to each party having the following:

a. Morgan shall take his truck, gym equipment, the dogs Bear and Butler and his personal items.

b. Cari shall take her vehicle, the dog Beatrice, the cat Tali, the living room couch, and her personal items.

34) The parties shall each take their own accounts in their own names.

35) The parties have joint accounts at Horizon. As of June 11, 2026, Morgan will transfer \$5,000 along with \$315 to the joint savings which currently has \$1,600. Cari will take her money from the account. As soon as Cari has opened a new account and withdrawn her money, Cari will cooperate with Morgan to sign the necessary documents to remove herself from the joint bank account.

36) The parties have life insurance policies with North Western Mutual. Cari has a term policy that she is awarded free and clear of claims of Morgan and Morgan has a term policy that he is awarded free and clear of claims of Cari. The parties have a whole life policy which shall be equally divided as of June 11, 2026. If the parties cannot agree on how to divide the policy, the issue may be brought to court.

37) 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.

38) DEBTS: During the course of the marriage the parties incurred martial debt. The mortgage and HELOC are resolved with the division of the real property. Morgan will be responsible for the auto loan for his truck. If Cari is on the loan, Morgan will refinance the loan within 30 days from entry of the decree of divorce and remove Cari from the loan. Cari will take her student loan debt. Each party will take their own credit card debts and obligations. The credit card (current balance of \$1,600) balance will be paid off. As of June 11, 2026 neither party shall use any joint credit card. Any amounts incurred will be paid by the party incurring the expense.

Neither will close the account without agreement of the parties but neither party increasing debt on the card.

39) All other debt shall be paid by the party in whom the debt is listed.

40) Any debts incurred after the date of separation shall be the responsibility of the party incurring the debt.

41) ALIMONY: Alimony shall be awarded to Cari from Morgan in the amount of \$750 per month for a period of five years. Alimony will begin in July 2026 and continue until the expiration of five years, cohabitation of Cari, remarriage of Cari, or her death.

42) OTHER: Cari shall have her maiden name of Pantle restored should she choose.

43) The parties shall be civil in all communications.

44) The parties shall not disparage the other party in the presence of the minor child or allow a third party to do the same.

45) 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.

46) The parties shall each pay their own attorney fees incurred in this matter.

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/: Adam Kawaguchi

Signed by Brittany R. Brown with permission of Adam Kawaguchi

ADAM KAWAGUCHI

Attorney for Cari

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Morgan 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 22nd day of June 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:

Adam Kawaguchi

akawaguchi@smithknowles.com

Attorney for Cari

Dated this 22nd day of June 2026

/s/: Debbie Weber

Debbie Weber

Legal Assistant