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*Petitioner pro se*

**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
WEBER COUNTY STATE OF UTAH  
OGDEN DEPARTMENT**

|                                                                                                                                                   |                                                                                                     |
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| In the matter of the marriage of<br><br><b>TESSA ANN HARBERTSON,</b><br>Petitioner,<br><br>and<br><br><b>BRADY GARRETT STUART,</b><br>Respondent. | <b>DECREE OF DIVORCE</b><br><br>Case Number 244900848<br><br>Judge Conklin<br>Commissioner Richards |
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THE ABOVE CAPTIONED MATTER came before the Court for consideration on the date set forth below, based upon the Stipulation and Marital Settlement Agreement, filed with the Court. The Court, now being fully advised in the premises, having previously made and entered its Findings of Fact and Conclusions of Law, and, for good cause appearing,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. **MARRIAGE TERMINATED.** The marriage of the parties is hereby terminated and the parties are granted a Decree of Divorce, said decree to become final automatically upon the date of signing and entry by the Court.

2. **JURISDICTION.** The Court has subject matter jurisdiction over this action and

personal jurisdiction over the parties pursuant to Utah Code § 81-4-402(1), both parties having been actual and bona fide residents of Weber County, State of Utah, for more than three (3) months immediately prior to the commencement of this action, and venue is proper in this Court. The minor child has lived in the State of Utah with one or both of the child's parents continuously since the child's birth in August 2015, including during the entire six (6) consecutive months immediately preceding the commencement of this action on May 18, 2024. Utah is therefore the "home state" of the child, as that term is defined in Utah Code § 78B-13-102(7), and Utah was the home state of the child on the date of the commencement of this proceeding. Accordingly, this Court has jurisdiction to make an initial child custody determination, including orders of custody, parent-time, and child support, pursuant to Utah Code § 78B-13-201(1)(a) of the Utah Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code § 78B-13-101 et seq. This action is the only child custody proceeding concerning the child pending in this or any other state, no other court has made a child custody determination concerning the child, and no person who is not a party to this proceeding has physical custody of the child or claims custody or parent-time rights with respect to the child. The simultaneous-proceedings provisions of Utah Code § 78B-13-206 are therefore not implicated.

3. **CHILD.** The parties have one (1) child born of their marital relationship: R.G.S., born August 2015 ("the child").

4. **LEGAL/PHYSICAL CUSTODY.** The parties shall share joint legal and joint physical custody of the child as set forth in the Parenting Plan set forth herein. Pursuant to Utah Code Ann. §81-9-203 *et seq.*, the following Parenting plan has been agreed to by the parties and

the parties that this Parenting Plan is being filed in good faith.

## **PARENTING PLAN**

5. **Physical/Legal Custody.** The parties shall share joint physical custody of the child based on the parent time schedule set forth herein. The parties shall share joint legal custody of the child as outlined in this parenting plan.

6. **Parent Time.**

a. Basic Parent Time Schedule (School Year). The parties shall exercise parent-time with the minor child on an equal 50/50 basis using a rotating **5-2-2-5 schedule**. Unless the parties mutually agree otherwise in writing, the child shall be with **Tessa every Monday and Tuesday overnight**, together with alternating weekends. The child shall be with **Brady every Wednesday and Thursday overnight**, together with alternating weekends. Under this schedule, each parent shall have the child for two consecutive weekdays each week and alternating five-day blocks over the weekend portion of the schedule. On days when school is in session, parent-time exchanges shall occur by school drop-off and school pick-up. The parent whose parent-time is ending shall be responsible for ensuring the child is delivered to school, and the parent whose parent-time is beginning shall pick up the child from school at the end of the school day. On days when school is not in session, parent-time shall begin at **9:00 a.m.**, unless the parties mutually agree otherwise in writing. The following chart is intended to illustrate the parties' respective overnights with the child on a two-week rotating schedule:

**WEEK**

**MON      TUES WED THURS      FRI    SAT    SUN**

#

1      MOM   MOM   Dad      Dad      Dad      Dad      Dad

2      Mom   Mom   Dad      Dad      Mom   Mom   Mom

b.      Summer Schedule (Summer School Break). During the child's summer break from school, the parties shall follow a repeating **week-on/week-off** parent-time schedule. The summer schedule shall begin on the **Monday following the last day of school**. The parent who has the upcoming weekend under the parties' regular 5-2-2-5 school-year schedule shall have the first one-week summer parent-time block. The parties shall then alternate one-week blocks throughout the summer. Summer exchanges shall occur every **Monday at 9:00 a.m.** The parent beginning his or her one-week parent-time block shall pick up the child from the other parent's residence, curbside, unless the parties mutually agree otherwise in writing.

i.      The summer schedule shall continue until school resumes. Once school resumes, the parties shall return to their regular **5-2-2-5 school-year schedule**, with Tessa exercising parent-time every Monday and Tuesday overnight, Brady exercising parent-time every Wednesday and Thursday overnight, and the parties alternating weekends. If the first day of school falls during a parent's summer week, the parent who has the child immediately before school resumes shall be responsible for ensuring the child is prepared for and delivered to school on the first day of school. The regular 5-2-2-5 schedule shall then resume beginning after school on the first school day. Summer activities, camps, sports, and school-related events shall be coordinated as agreed upon by the parties.

c.      Holidays. Holiday parent time shall be based on the following

schedule:

| <i><b>Holiday</b></i>          | <i><b>Holiday Time Period</b></i>                                                                                                                                                                                                                                             | <i><b>Odd Years</b></i> | <i><b>Even Years</b></i> |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|
| Dr. Martin Luther King Jr. Day | (1) Holiday begins:<br>(a) the time that school is dismissed for Dr. Martin Luther King Jr. Day; or,<br>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends upon delivering of the child to school on the day that school resumes. | Father                  | Mother                   |
| President's Day                | (1) Holiday begins at:<br>(a) the time that school is dismissed for Presidents' Day; or<br>(c) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends upon delivering the child to school on the day that school resumes.                 | Mother                  | Father                   |
| Spring Break                   | (1) Holiday begins at:<br>(a) the time school is dismissed for Spring Break; or,<br>(b) 5:30 p.m. on the day that school                                                                                                                                                      | Father                  | Mother                   |

|              |                                                                                                                                                                                                                                                                                                                                                    |        |        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
|              | dismisses for Spring Break at the election of the parent granted the holiday.<br>(2) Holiday ends upon delivering the child to school on the day that school resumes.                                                                                                                                                                              |        |        |
| Memorial Day | (1) Holiday begins:<br>(a) at the time that school is dismissed for Memorial Day; or<br>(c) Friday at 5:30 p.m. at the election of the parent granted the holiday.<br>(2) Holiday ends:<br>(a) upon delivering the child to school on the day following Memorial Day; or<br>(b) at 8 a.m. on the day following Memorial Day if there is no school. | Mother | Father |
| Mother's Day | (1) Holiday begins at 5:30 p.m. on the day before Mother's Day.<br>(2) Holiday ends on Mother's Day at 8:30 p.m.                                                                                                                                                                                                                                   | Mother | Mother |
| Father's Day | (1) Holiday begins at 5:30 p.m. on the day before Father's Day<br>(2) Holiday ends on                                                                                                                                                                                                                                                              | Father | Father |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                             |        |        |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
|                                 | Father's Day at 8:30 p.m.                                                                                                                                                                                                                                                                                                                                                                   |        |        |
| Juneteenth National Freedom Day | <p>(1) Holiday begins at:<br/> (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or<br/> (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day.<br/> (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.</p> | Mother | Father |
| Independence Day                | <p>(1) Holiday begins on July 3rd at 5:30 p.m.<br/> (2) Holiday ends on July 5th at 8:30 p.m.</p>                                                                                                                                                                                                                                                                                           | Father | Mother |
| Pioneer Day                     | <p>(1) Holiday begins on July 23rd at 5:30 p.m.<br/> (2) Holiday ends on July 25th at 8:30 p.m.</p>                                                                                                                                                                                                                                                                                         | Mother | Father |
| Labor Day                       | (1) Holiday begins:                                                                                                                                                                                                                                                                                                                                                                         | Father | Mother |

|            |                                                                                                                                                                                                                                                                                                                    |        |        |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
|            | <p>(a) at the time that school is dismissed for Labor Day; or</p> <p>(b) Friday at 5:30 p.m. at the election of the parent granted the holiday.</p> <p>(2) Holiday ends upon delivering the child to school on the day that school resumes.</p>                                                                    |        |        |
| Fall Break | <p>(1) Holiday begins at:</p> <p>(a) the time that school is dismissed for Fall Break; or,</p> <p>(b) 5:30 p.m. on the day that school dismisses for Fall Break at the election of the parent granted the holiday.</p> <p>(2) Holiday ends upon delivering the child to school on the day that school resumes.</p> | Father | Mother |
| Halloween  | <p>(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:</p> <p>(a) at the time that school is dismissed; or</p> <p>(b) at 3 p.m. if there is no school.</p>                                                                                            | Mother | Father |

|                            |                                                                                                                                                                                                                                                                                                                               |        |        |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
|                            | (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.                                                                                                                                                                                                                                                             |        |        |
| Thanksgiving               | <p>(1) Holiday begins at:<br/> (a) the time that school is dismissed for Thanksgiving;<br/> or,<br/> (b) 5:30 p.m. on the day that school dismissed for Thanksgiving at the election of the parent granted the holiday.</p> <p>(2) Holiday ends upon delivering the minor child to school on the day that school resumes.</p> | Mother | Father |
| Winter Break (First Half)  | <p>(1) Holiday begins at:<br/> (a) the time that school dismisses for winter break; or,<br/> (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday.</p> <p>(2) Holiday ends on December 27th at 8:30 p.m.</p>                                                     | Father | Mother |
| Winter Break (Second Half) | <p>(1) Holiday begins on December 27th at 8:30 p.m.</p> <p>(2) Holiday ends</p>                                                                                                                                                                                                                                               | Mother | Father |

|                                      |                                                                                                  |        |        |
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|                                      | upon delivering the minor child to school on the day that school resumes after the winter break. |        |        |
| Day of Child's Birthday              | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                    | Mother | Father |
| Day Before or After Child's Birthday | (1) Holiday begins at 3 p.m.<br>(2) Holiday ends at 8:30 p.m.                                    | Father | Mother |

d. Virtual Parent Time. The parent who does not have the child in his or her care may have reasonable telephone or video contact with the child at any reasonable time, and the parties shall not limit the frequency of such contact. The parties shall use a mutually accessible video-calling platform, such as Zoom, FaceTime, or another similar platform. Each parent shall ensure that the child is reasonably available for the call and that the call occurs in a private setting, free from unnecessary distraction. The parties shall provide the child with privacy during these calls. Neither parent, nor any third party, shall monitor, interfere with, coach, or participate in the communication unless invited by the child. The child shall also be allowed and encouraged to contact the other parent when he expresses a desire to do so. The child may initiate reasonable contact with either parent at any reasonable time. Both parents shall facilitate and support such communication and shall not engage in any conduct that could make the child feel guilty, pressured, or reluctant to communicate with the other parent.

e. Special Consideration for Significant Events. Each parent shall give

reasonable and good faith consideration to requests for the child to attend important family functions and significant events, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other meaningful occasions in the life of the child or either parent, even when such events conflict with the regular parent-time schedule. The parties shall make reasonable efforts to accommodate such requests, including adjusting the parent-time schedule when appropriate.

**7. Parent Time Exchanges.**

a. School Exchanges Preferred. All exchanges shall occur at school whenever practicable.

b. Non-School Exchanges. All other exchanges shall occur curbside at the parent's residences, unless otherwise agreed in writing for a specific exchange, with the parent beginning their parent time picking up the child from the other parent.

c. Conduct at Exchanges. All exchanges shall be brief, cordial, and conflict-free. The parties shall have no substantive discussions during exchanges at the parties' respective residences, curbside (meaning the front of a parent's residence on the street).

d. Other. Third-party adults who are known to the parties and the child shall be allowed to provide transportation for parent time exchanges. No person transporting the child shall operate a vehicle while distracted, impaired, or under the influence of alcohol, medication, or any substance that may impair safe driving. The child shall be fed, bathed, and appropriately clothed before parent time exchanges occur. The child shall be picked up and delivered promptly at the scheduled times. Each parent shall notify the other as soon as possible whenever a parent

time exchange shall not occur as scheduled. Transportation to alternative places, such as school and extracurricular activities, is the responsibility of the parent with whom the child is then residing.

**8. Day-to-Day Decisions.**

a. Each parent shall make decisions regarding the day-to-day care and control of the child while residing with that parent. Either parent may make emergency decisions affecting the health or safety of the child.

b. Both parents shall have full access to school, daycare, medical, and other child records. Both parents shall be listed as emergency contacts on all such records.

c. The parties shall make a good faith effort to notify each other within 24 hours of setting up a school or medical/health or other such appointments for the child, and both parents shall be entitled to attend and participate fully.

d. Both parents shall have equal and independent authority to confer with and attend appointments for the child's school, preschool, daycare, therapy, doctor/dental appointments, and other programs regarding the child's educational, emotional, and social progress.

**9. Major Decisions.** In the spirit of the parties' joint legal custody arrangement, the parties recognize the importance of cooperative parenting. The parties wish to implement this decision-making process to make decision-making a collaborative approach. The parties shall consult with one another and endeavor to reach agreements on the following major issues: medical, dental care and orthodontia, psychological treatment and counseling, and education.

Except in situations requiring emergency (ex parte) orders to protect the child, both parties shall be required to take the following steps to resolve disputes about significant decisions:

- a. Step 1: Attempt to solve any dispute between them civilly before resorting to any other process. The parties shall have a civil and polite conversation via email.
- b. Step 2: Confer with or solicit the assistance of someone with expertise in the area of the dispute, such as the child's healthcare providers, schoolteachers, etc. There shall be a rebuttal presumption that the parties shall follow or adopt the recommendation of the child's healthcare provider if they disagree on a healthcare issue, and educators if they disagree on an education decision.
- c. Step 3: Engage a mediator to attempt to resolve the dispute. Each party shall be required to pay one-half (1/2) of the mediator's costs.
- d. Step 4: If an agreement cannot be reached after mediation, either party may request the court's assistance in resolving the issue.

10. **Healthcare Providers.** Unless mutually agreed in writing or ordered by the court, the child shall continue to receive care from his current healthcare providers. As noted above, if the parties disagree on a healthcare issue, there is a rebuttable presumption that the recommendation of the child's healthcare provider shall be followed. If a current provider is no longer available or willing to provide services, the parties shall seek a referral from that provider for a replacement. The provider recommended through this referral shall be presumed to become the new treating provider, unless otherwise mutually agreed.

The child's current healthcare providers are:

- **Pediatrician:** \_\_\_\_\_

- **Dentist:** \_\_\_\_\_

11. **Notice of Relocation.** If either party relocates more than 20 miles from their current residence, the provisions for notification in the relocation statute outlined in U.C.A. Section 81-9-209 (2024) shall apply.

12. **Education Plan.**

a. School Location. Unless otherwise mutually agreed in writing or as otherwise ordered by the court, the child shall continue to attend his current school, Shadow Valley Elementary, and the designated feeder schools within the Ogden School District. The child shall not be enrolled in any other school district absent mutual written agreement or further order of the court. For purposes of this provision, “feeder schools” refers to the natural and anticipated progression of schools within the same geographic boundary and school system, including the elementary, middle/junior high, and high school that students are assigned to attend based on their current school enrollment. This progression is intended to provide continuity in the child’s educational environment, peer relationships, and extracurricular opportunities.

i. The intent of this provision is to ensure that the child is able to remain within a consistent school community as they advance from one grade level to the next, including with peers who matriculate through the same feeder pattern. Stability in school placement is presumed to be in the child’s best interests, as it supports long-term friendships, familiarity with teachers and staff, and ongoing participation in academic and extracurricular programs. Absent mutual written agreement or further order of the court, neither parent shall

unilaterally enroll the child in a different school or seek to alter the child's progression through their designated feeder schools. Any proposed deviation from this pathway, including enrollment in a non-boundary school, charter school, private school, or different school district, shall require either mutual agreement or court approval.

b. Education Decisions. Education decisions shall be handled according to the Major Decision-Making section above. Both parents shall have access to the child during school, and both shall have the authority to check the child out of school on their parent time days for appointments, provided they inform the other parent in advance.

c. School Attendance/Homework. The parties shall ensure the child completes homework assignments and school projects due during their parent time. The parties shall ensure the child is delivered to school on time and ready to start their day. The parties agree that the child must attend school unless they mutually agree that he is sick (and medical verification is provided).

d. Parent Teacher Conference. The parties shall attend parent-teacher conferences together whenever possible, as joint participation is presumed to be in the child's best interests. If either party is unable or unwilling to attend jointly, the parties shall arrange separate conferences with the same teacher(s) or school personnel, and the school shall be notified accordingly. Neither parent shall be denied the opportunity to attend or schedule a conference independently.

13. **Mutual Restraints.** The parties shall be mutually restrained from the following:

a. Disparaging the other party or the family member or friends of the other

party or otherwise speaking about the other party in a defamatory, demeaning, offensive, or derogatory manner while in the child's presence.

b. Allowing any third person under the party's direct control to disparage the other party or a member of the other party's family or friends or otherwise speak in a defamatory, demeaning, offensive, or derogatory manner in the child's presence.

c. Asking the child to make decisions or requests involving the parent time schedule or leading the child to believe that it is his choice to see or live with the other parent.

d. Involving the child in adult issues, discussing with or informing the child of the status or amount of child support payments, or telling the child about the parties' past or current legal details.

e. Discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

f. Permitting any significant other, or any third person under the party's direct control, to post photographs of, or stories about, the child on any public forum or social media platform without the prior written consent of both parties, or to publish social media posts or other public statements regarding the parties' divorce, co-parenting, or the other party.

14. **Communication.** The parties shall communicate via text or email unless there is real emergency. If a communication requires a response, the receiving parent shall respond within 24 hours, unless the message explicitly indicates a longer response time is acceptable.

a. Permitted Topics of Communication. Communication shall be limited to child-related matters:

- School and academic issues
- Healthcare and medical appointments
- Extracurricular activities
- Parent-time exchange logistics

b. Sharing of Important Information. Each parent is individually responsible for staying informed about the child's school events, extracurricular activities, social events, and community functions. If it is reasonably apparent that the other parent would not otherwise be aware of such information, the informed parent shall notify the other within 24 hours of receiving it. If there is a new activity scheduled the parent who knows of the activity shall in addition to putting it on the google calendar, shall notify the other parent via text or email within 24 hours.

c. Contact Information Updates. Each parent must provide the other with their current physical address, phone number, email address, and any relevant virtual parent-time access information within 24 hours of any change.

d. Illness or Injury Notification. Each parent shall promptly notify the other of any illness or injury involving the child, as soon as reasonably possible.

e. Travel Itinerary. Whenever the child is away from home with a parent for vacation, out-of-town travel, and the like), the parent shall provide a travel itinerary and telephone numbers to reach the child in advance of the trip.

15. **Cellphones/Communication Devices.** When the parties mutually agree that a child shall be allowed to use a cell phone or other communication device, the parties shall abide by the following: The child shall be allowed to use and have the device in both parents' respective homes. Both parties shall have final discretion and control over the child's use of the device while the child is with either parent, including the discretion to decide when it is time to enforce a curfew or moratorium on device usage for family time, bedtime, and meals. Both parents shall have access to the passwords to unlock the device. This access, control, and right to restrict the child's use of the device applies regardless of which party paid for the device or pays the monthly data plan. If either parent restricts the child's device for any period, the parties shall ensure that the child and parents have access to another device for communication with both parents.

16. **Surrogate Care.**

a. If either parent is away and unavailable to care for the child during their scheduled parent time for four (4) or more hours, that parent shall first offer the other parent the opportunity to care for the child before making alternative childcare arrangements. The offering parent shall provide reasonable notice to the other parent of the need for care, including the anticipated start and end time of the overnight absence. The receiving parent shall respond within a reasonable time. If the receiving parent declines or does not respond within a reasonable time, the offering parent may make alternative childcare arrangements.

b. When leaving the child with a third-party caregiver, the parent must share the other parent's contact information with the caregiver and also provide the caregiver's name

and contact information to the other parent.

c. Order of Preference When Brady Is Unavailable. If Brady is unavailable to care for the child during his parent-time, including for after-school care, care for the child shall be provided in the following order of preference: (1) Tessa, if available; (2) Sage Richens; and (3) Sidney or another appropriate caregiver of Brady's choice.

17. **Notification of Travel – Not International.** Before taking the child out of town overnight, the traveling parent shall provide the other parent with written notification with the basic details of the trip, including at least the departure date, where the child shall be, the return date, and a contact number.

18. **Extra-Curricular Activities.**

a. Brady shall be solely responsible for all out-of-pocket amounts incurred for the Child's extracurricular activities in which both parties agree in writing that the Child shall be involved. The child's preferences regarding activities and lessons shall be considered and given age-appropriate weight. If an extracurricular activity has not been mutually agreed upon by both parents, neither parent shall be required to forfeit or modify their parent-time to accommodate that activity.

b. Extracurricular activities are defined as academic or non-academic activities that are outside of normal classroom time and are not part of the Child's school curriculum, including but not limited to sports, lessons, or camps. This obligation does not extend to costs related to a child's participation in a club sport unless otherwise mutually agreed. If Tessa incurs any out-of-pocket cost for a mutually agreed extracurricular activity, she shall

submit to Brady verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and Brady shall reimburse Tessa within thirty (30) days of receiving the verification of the incurred expense.

c. The parties shall provide full information about all activities to the other parent within a reasonable time of the Child's enrollment, regardless of who initiated the activity or paid for it.

d. The parties shall encourage the Child to participate fully in the activities. It is understood that the Child shall attend these activities reasonably and consistently, and the parent who has the Child in his or her care that day ("the residential parent") shall be responsible for transportation to and from the activities. The residential parent shall decide when, from time to time, the child shall not attend because of illness or other special circumstances.

e. Both parents and any guests may attend public events related to extracurricular activities (e.g., games, recitals, performances, etc.). The parties shall remain cordial and not discuss child-related arrangements or any contentious issues at that time. They shall require any of their guests to also remain cordial to the other parent.

f. When both parents attend public events related to the activity, such as games, recitals, performances, etc., the residential parent shall direct the child to make a connection with the other parent before and after the event. The residential parent shall tell the child to take time after the event to speak to the other parent. The residential parent shall give the child privacy and space to make this brief connection and shall wait for the child in the car, parking lot, or lobby.

19. **Alcohol and Drug Restrictions During Parent-Time.** Neither parent shall consume alcohol in any amount during their parent-time with the child. Neither parent shall use illegal drugs, or be impaired by alcohol, marijuana, controlled substances, or any other impairing substance, during their parent-time with the child. This restriction applies during all regular parent-time, holiday parent-time, extended parent-time, vacation time, and any other period when the child is in that parent's care. Each parent shall remain alcohol-free while responsible for the child, including during any period when the child is asleep, away at school, attending an activity, or otherwise temporarily not physically present but still within that parent's scheduled parent-time. Neither parent shall drive with the child after consuming any amount of alcohol. Neither parent shall allow the child to be transported by any person who has consumed alcohol or is impaired by alcohol, marijuana, controlled substances, or any other impairing substance. This provision applies equally to both parents. These alcohol and drug restrictions extend to any third-party caregiver responsible for transporting or supervising the child: no such caregiver shall consume alcohol, use illegal drugs, or be impaired by any substance while transporting or supervising the child.

20. **Co-Parenting Counseling.** The parties shall participate in co-parenting counseling with a mutually agreed counselor. The counseling shall be limited to matters concerning the child and improving the parties' co-parenting communication, including the sharing of information about the child, and shall not address the parties' marriage or its dissolution. The parties shall equally share the cost of co-parenting counseling unless otherwise agreed in writing.

21. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

22. 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.

23. This parenting plan is filed by the parties in good faith and the parties believe the plan is in the best interest of the parties' child.

24. The parties understand that pursuant to Utah Code Ann. 81-9-205 and 35A-3-1 *et seq.* selecting a joint physical custody arrangement may result in denial of state cash assistance for the parties and the parties' child through the TANF/FEP program.

*End of Parenting Plan*

25. **CHILD SUPPORT.**

a. Back Child Support/Claims for Reimbursement. Any claims for back child support, overpayment of child support, and any other financial claims related to the child—including, but not limited to, unreimbursed healthcare costs, insurance expenses, and costs associated with extracurricular activities—are hereby deemed fully satisfied or waived by both parties as of the date of this Stipulation.

b. Current Child Support. For purposes of calculating child support, Brady's gross monthly income shall be imputed at \$15,000.00, and Tessa's gross monthly income shall be imputed at \$2,600.00. Child support shall be calculated pursuant to the Utah Child Support Guidelines using the Joint Physical Custody Worksheet and based on the parties' 50/50 parent-time schedule. Based on these agreed-upon income figures and the 50/50 parent-time

schedule, Brady shall pay child support to Tessa in the amount of \$508.00 per month, commencing May 1, 2026.

c. Termination of Child Support. Pursuant to UCA § 81-6-213, child support shall terminate at the time: 1) he becomes 18 years of age or has graduated from high school during his normal and expected year of graduation, whichever occurs later, or 2) the child dies, marries, or becomes a member of the armed forces of the United States, or 3) the child is emancipated in accordance with UCA § 80-7-102 *et seq.*

d. Child's Direct Expenses. Notwithstanding any other provision of this Agreement, Brady shall be solely financially responsible for all of the child's direct expenses, including: (i) educational expenses, including college, trade school, or other post-secondary education; (ii) medical, dental, vision, and mental health expenses; (iii) extracurricular activities and sports; and (iv) the child's first vehicle.

e. Life Insurance. Brady shall obtain and maintain a life insurance policy with a death benefit of not less than \$500,000.00 to secure his financial obligations relating to the child, naming the child as beneficiary or naming Tessa as trustee for the benefit of the child. Brady shall maintain this coverage until all of his financial obligations relating to the child under this Agreement have been satisfied and shall provide Tessa with proof of coverage upon reasonable request.

26. **HEALTHCARE.** The statutory provisions of Utah Code 81-6-208 apply. Tessa and Brady are ordered to provide and maintain medical and dental insurance for the benefit of the child as long as a policy is available to them, at their place of employment at a reasonable cost. If

at any point in time the child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Tessa shall be primary coverage for the child and the health, hospital, or dental insurance plan of Brady shall be secondary coverage. If a parent remarries and the child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child. Brady shall be solely responsible for all reasonable and necessary uninsured medical expenses for the child, including but not limited to medical, therapeutic, vision, orthodontic, dental, and mental health expenses, as well as co-pays and deductibles. Notice and reimbursement deadlines shall be governed by Utah Code 81-6-208.

**27. DAYCARE/CHILDCARE.**

a. Responsibility for Costs. Each party shall be solely responsible for any childcare costs incurred during that party's own parent-time. Childcare costs shall be paid directly to the childcare provider in a timely manner per Utah Code 81-6-209. If a family member is providing childcare, then it shall be presumed that those services are being provided free of charge. The parties shall provide written verification of the cost and identity of the childcare provider to the other party and shall promptly notify the other party of any changes.

b. Information Sharing Regarding Surrogate Care Providers. Each parent shall provide the other parent, in advance, with the name, current address, and telephone number of any surrogate care provider who shall be caring for the child. Additionally, each parent must

ensure that all surrogate care providers have the name, current address, and telephone number of both parents.

c. Right of First Refusal (ROFR). This is covered in detail in the Parenting Plan.

28. **EXTRACURRICULAR ACTIVITIES.** This is covered in detail in the Parenting Plan.

29. **TAXES CREDITS/DEPENDENCY EXEMPTIONS.** For federal and state income tax purposes, the parties shall alternate claiming the minor child as a dependent. Brady shall claim the child in odd-numbered tax years, beginning with the 2025 tax year. Tessa shall claim the child in even-numbered tax years, beginning with the 2026 tax year. In any year in which Brady is entitled to claim the child, Brady must be current on his child support obligation by December 31 of that tax year. "Current" means that Brady has paid all monthly child support due through December 31 of that year and does not owe any child support arrearage for that tax year. If Brady is not current on his child support obligation by December 31 of a year in which he would otherwise be entitled to claim the child, then Tessa shall be entitled to claim the child for that tax year. Each party shall timely execute any IRS forms or documents reasonably necessary to allow the other party to claim the child in that party's designated tax year, provided the claiming party is otherwise entitled to do so under this provision and applicable tax law. In addition, Brady shall reimburse Tessa \$1,250.00, representing the child tax credit benefit for the child that was absorbed by Brady for the 2025 tax year, no later than August 1, 2026.

30. **FILING UNFILED TAX RETURNS.** The parties shall file any unfiled federal

and state income tax returns through the 2025 tax year using the filing status of Married Filing Separately, unless they mutually agree otherwise in writing.

a. Each party shall be solely responsible for the accuracy and completeness of his or her own separately filed tax returns. Each party shall be solely responsible for any taxes, penalties, interest, assessments, or other amounts owed as a result of that party's separately filed tax returns.

b. Each party shall indemnify and hold the other party harmless from any tax liability, penalty, interest, assessment, audit adjustment, or collection action arising from or related to that party's separately filed tax returns, income, deductions, credits, exemptions, reporting positions, or failure to timely and accurately file.

c. Any refund resulting from a party's separately filed federal or state tax return is awarded solely to the party who filed that return. Neither party shall make any claim against the other party for any refund received from that party's separately filed return.

d. The parties shall cooperate in good faith by exchanging any reasonably necessary tax documents, wage statements, income records, childcare tax information, mortgage interest statements, health insurance information, or other documents needed to complete the separately filed returns. Each party shall provide such documents within a reasonable time after request so the returns can be prepared and filed without unnecessary delay.

31. **ALIMONY.** Brady shall pay alimony to Tessa in the amount of \$500.00 per month for eighteen (18) months, beginning the month the final decree is signed. Brady's total

alimony obligation shall continue for eighteen (18) months, beginning the month the final decree is signed, unless terminated earlier under this provision. Brady's alimony obligation shall terminate upon the first occurrence of any of the following events: Brady's death, Tessa's death, Tessa's remarriage, Tessa's cohabitation with another person as defined by Utah law, or further order of the Court. Alimony shall be due on the first day of each month.

32. **REAL PROPERTY.** The parties' marital home is located at 3460 West 1800 South, Ogden, Utah 84401 ("Property"). Subject to the financial obligations set forth in this Agreement, Brady is awarded all right, title, and interest in and to the Property. The Property is awarded to Brady subject to his assumption of and responsibility for payment of the existing mortgage, taxes, insurance, utilities, maintenance, repairs, and all other obligations associated with the Property.

a. Brady shall indemnify and hold Tessa harmless from any liability, debt, claim, damage, cost, expense, or collection action associated with the Property, including the existing mortgage, taxes, insurance, utilities, maintenance, repairs, liens, or any other obligation related to the Property.

b. Brady shall refinance the mortgage or otherwise remove Tessa's name from any mortgage or debt secured by the Property no later than sixty (60) days from the date of this Stipulation.

c. Brady shall also pay Tessa a one-time property settlement payment in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) no later than sixty (60) days from the date of this Stipulation.

d. Upon Brady's payment of the \$225,000.00 property settlement payment and removal of Tessa's name from the mortgage or any debt secured by the Property, Tessa shall execute any quitclaim deed or other documents reasonably necessary to transfer all of her right, title, and interest in the Property to Brady.

e. If Brady is unable to both remove Tessa's name from the mortgage or other debt secured by the Property and pay Tessa the full \$225,000.00 property settlement payment within sixty (60) days from the date of this Stipulation, Brady shall immediately list the Property for sale with a licensed real estate agent.

f. If the Property must be listed for sale, the parties shall cooperate in good faith with the listing, marketing, showing, and sale of the Property. Brady shall have the right to select the listing agent, provided the agent is licensed and actively engaged in residential real estate sales in Weber County. The Property shall be listed at a reasonable market price recommended by the listing agent. Upon sale of the Property, the net proceeds shall be distributed as follows:

i. First, the costs of sale shall be paid, including real estate commissions, title fees, closing costs, prorated taxes, mortgage payoff, and any other ordinary and necessary costs required to close the sale;

ii. Second, Tessa shall be paid Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) from the net sale proceeds; and

iii. Third, Brady shall receive all remaining net sale proceeds.

g. If the net sale proceeds are insufficient to pay Tessa the full

\$225,000.00, Brady shall remain responsible for paying Tessa the unpaid balance

h. Pending refinance, payoff, or sale, Brady shall be solely responsible for making all mortgage payments and maintaining the Property in good condition. Brady shall not allow the Property to fall into foreclosure, tax default, waste, or disrepair. Brady shall not further encumber the Property, obtain any additional loan secured by the Property, or take any action that would impair Tessa's ability to receive the property settlement payment required under this Agreement.

33. **PROPERTY AWARDED TO TESSA.** Tessa is awarded, free and clear of any claim by Brady, the following items of personal property:

a. All personal property currently in Tessa's possession or titled in Tessa's name alone, except as otherwise specifically provided in this Agreement.

b. All mutually agreed items of Tessa's personal property that are currently in Brady's possession, including but not limited to (i) Tessa's rocking chair, a family heirloom made for her by her father, and (ii) the painting identified by the parties.

c. Any remaining items of Tessa's personal property that may inadvertently remain in Brady's possession, including but not limited to clothing, toiletry items, memorabilia, sentimental items, and other personal belongings to which Tessa has a superior claim based on use, sentimental attachment, origin, or ownership.

d. The parties shall cooperate in good faith to identify and return any remaining personal items belonging to Tessa. Brady shall make reasonable efforts to locate any such items and shall allow Tessa to retrieve them at a mutually agreed date and time, or shall

otherwise return them to Tessa in a reasonable manner.

e. Tessa shall also be awarded all right, title, and interest in the vehicle currently in her possession and titled in her name, identified as a 2021 Subaru. Tessa shall have exclusive use and possession of the Subaru. Brady shall be responsible for paying the remaining debt owed on the Subaru. Brady shall timely make all monthly payments associated with the Subaru loan until the loan is paid in full, unless the debt is otherwise refinanced or satisfied. Brady shall indemnify and hold Tessa harmless from any liability associated with the Subaru loan, including any missed payments, late fees, penalties, collection costs, credit reporting consequences, or other claims arising from Brady's failure to timely make the required payments. Tessa shall be responsible for all ordinary costs associated with her use and possession of the Subaru, including fuel, routine maintenance, repairs, registration, and insurance, unless otherwise agreed in writing.

34. **PROPERTY AWARDED TO BRADY.** Brady is awarded, free and clear of any claim by Tessa, the following items of personal property:

a. All personal property currently in Brady's possession or titled in Brady's name alone, except for any mutually agreed items that are to be returned to Tessa under this Agreement.

b. Any remaining items of Brady's personal property that may inadvertently remain in Tessa's possession, including but not limited to clothing, toiletry items, memorabilia, sentimental items, and other personal belongings to which Brady has a superior claim based on use, sentimental attachment, origin, or ownership.

c. The parties shall cooperate in good faith to identify and return any remaining personal items belonging to Brady. Tessa shall make reasonable efforts to locate any such items and shall allow Brady to retrieve them at a mutually agreed date and time, or shall otherwise return them to Brady in a reasonable manner.

d. Brady shall also be awarded all right, title, and interest in the vehicles currently in his possession or titled in his name, including but not limited to the 2014 Ford F-150 truck. Brady shall be solely responsible for any debt, loan, lien, insurance, registration, maintenance, repairs, taxes, or other expenses associated with any vehicle awarded to him. Brady shall indemnify and hold Tessa harmless from any liability associated with any vehicle awarded to him, including any missed payments, late fees, penalties, collection costs, credit reporting consequences, or other claims arising from Brady's failure to timely pay any debt or obligation associated with those vehicles.

35. **FINANCIAL ACCOUNTS.** Each party is awarded all financial accounts held in their respective individual names, free and clear of any claim by the other party. This includes, but is not limited to: checking accounts, savings accounts, money market accounts, certificates of deposit (CDs), retirement accounts (including 401(k), 403(b), IRA, SEP, pension, and profit-sharing accounts), brokerage accounts, stock or bond accounts, cryptocurrency accounts or wallets, health savings accounts (HSAs), flexible spending accounts (FSAs), and any other financial accounts or instruments of any kind, whether traditional or digital, titled solely in that party's name. Notwithstanding the foregoing, the parties shall equally divide the Robinhood investment account identified in the parties' financial disclosures. Tessa shall be paid one-half of

the value of that account, valued as of the date of this Stipulation, within sixty (60) days. The Robinhood account in question is Account #554038158.

**36. DEBTS.**

a. Awarded to Tessa. Tessa shall assume, pay, defend, indemnify, and hold Brady harmless from any debt or obligation she has incurred in her individual name at any time. Tessa is ordered by the Decree of Divorce to indemnify and hold Brady harmless from any claims of a creditor against Brady for the debts assigned to Tessa.

b. Awarded to Brady. Brady shall assume, pay, defend, indemnify and hold Tessa harmless from any debt or obligation Brady has incurred in his individual name at any time. Brady is ordered by the Decree of Divorce to indemnify and hold Tessa harmless from any claims of a creditor against Tessa for the debts assigned to Brady.

c. Joint Tax Liabilities. Brady shall assume and be solely responsible for payment of the parties' joint federal and/or state tax liabilities for the following marital tax years:

|          |                               |                           |      |             |      |
|----------|-------------------------------|---------------------------|------|-------------|------|
| Tax Year | Approx. IRS Balance Owed 2020 | \$23,763.97               | 2021 | \$17,222.88 | 2022 |
|          | \$21,148.37                   | Combined Total (approx..) |      | \$62,135.22 |      |

i. Brady shall indemnify and hold Tessa harmless from any liability associated with these tax obligations, including the underlying tax balances, penalties, interest, assessments, collection costs, audit adjustments, liens, levies, garnishments, payment-plan obligations, or any other collection activity related to the 2020, 2021, and 2022 joint tax liabilities.

ii. Brady shall be responsible for communicating with the IRS and/or

any applicable state taxing authority regarding these tax liabilities, establishing any payment plan, making all required payments, and ensuring that the obligations are timely paid or otherwise resolved.

iii. If Tessa receives any notice, demand, collection letter, audit notice, lien notice, levy notice, or other communication from the IRS or any state taxing authority regarding the 2020, 2021, or 2022 tax liabilities, she shall promptly provide a copy to Brady. Brady shall then be responsible for taking all reasonable steps necessary to address the notice and protect Tessa from any collection action or financial harm.

iv. If Tessa is required to pay any amount toward these tax liabilities, whether voluntarily or involuntarily, including through refund interception, wage garnishment, levy, lien, payment demand, or other collection action, Brady shall reimburse Tessa in full within thirty (30) days of written notice and documentation of the payment or collection.

**37. MUTUAL RESTRAINTS.**

a. Each party shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other at any time or in any place.

b. The parties shall be permanently restrained from defaming, slandering, or making false public statements about the character or reputation of the other party.

c. The parties shall always keep their communication civil and respectful.

d. Both parties shall be restrained from using the likeness, identity, or information of the other to access or create accounts.

e. Each party is ordered to provide a certified copy of the final Decree of Divorce and any modifications to all creditors pursuant to U.C.A. § 30-3-5(1)(c) and U.C.A. §15-4-6.5 and to effectuate compliance with these statutes.

f. Neither party shall permit his or her significant other, or any third person under the party's direct control, to post photographs of, or stories about, the parties' minor child on any public forum or social media platform without the prior written consent of both parties, or to publish social media posts or other public statements regarding the parties' divorce, co-parenting, or the other party.

38. **ACKNOWLEDGMENT.** Brady and Tessa acknowledge that the division of property and debts outlined in this Agreement—whether or not equal—is just, equitable, and appropriate under the circumstances. Each party affirms that they are entering into this Agreement voluntarily, with full knowledge of its contents, and based on a complete, accurate, and current disclosure of all income, assets, debts, and liabilities by both parties. The parties further acknowledge that the terms of this Agreement represent a negotiated compromise of disputed issues, and that no promises, representations, or inducements have been made other than those expressly stated herein.

39. **NECESSARY DOCUMENTS.** Each party agrees to promptly sign and execute any and all documents necessary to effectuate the terms of this Stipulation, including those required for the entry of a Decree of Divorce.

40. **DEFAULT.** If either party defaults in the performance of their obligations under this Agreement, the defaulting party shall be responsible for all reasonable costs incurred by the

other party to enforce the Agreement, including reasonable attorney's fees.

41. **MODIFICATION.** No modification or waiver of any provision of this Agreement shall be valid unless made in writing, signed by both parties, and approved by the court. A waiver of any breach shall not constitute a waiver of any subsequent or similar breach.

42. **CONSENT TO ENTRY OF DECREE.** The parties consent to the entry of a Decree of Divorce consistent with the terms of this Agreement without further notice or hearing.

43. **ATTORNEY FEES/COURT COSTS.** The parties shall pay their own court costs and attorney fees incurred herein. The parties shall equally share the mediator fees from the April 29, 2026, mediation.

\*\*\*\*\* **END OF ORDER** \*\*\*\*\*

\*\*\*\*\* **SIGNATURE OF JUDGE APPEARS ON TOP OF FIRST PAGE** \*\*\*\*\*

*Note: URCP 7(j)(4) indicates that "A party may object to the form of the proposed order by filing an objection within 7 days after the order is served."*

**APPROVED AS TO FORM AND CONTENT:**

/s/ Tessa Ann Harbertson (signed with permission) August 26, 2026  
TESSA ANN HARBERTSON                      DATE  
Petitioner *pro se*

/s/ Brady Garrett Stuart                      August 26, 2026  
BRADY GARRETT STUART                      DATE  
Respondent *pro se*

**CERTIFICATE OF SERVICE**

I hereby certify that on the \_ 26 \_ day of \_ August \_\_\_, 2026, I caused to be delivered a true and correct copy of the foregoing document to the following:

BRADY GARRETT STUART                      Email: [brady@cardonstuartlaw.com](mailto:brady@cardonstuartlaw.com)  
Respondent *pro se*

/s/ Tessa Ann Harbertson (signed with  
permission)  
TESSA ANN HARBERTSON  
Petitioner *pro se*