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Attorney for Brynna K. Coles Rigby

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

IN THE MATTER OF THE MARRIAGE
OF:

BRYNNA K. COLES RIGBY,

and

BRAXTON RIGBY.

DECREE OF DIVORCE

Case No. 264900730

Judge Craig Hall
Commissioner Brandon Richards

THIS MATTER came before the Court on Brynna K. Coles Rigby's (hereafter "Brynna") Declaration of Jurisdiction and Grounds of Divorce in accordance with Rule 104, Utah Rules of Civil Procedure. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

JURISDICTION AND VENUE

1. **SUBJECT MATTER JURISDICTION.** The above-entitled Court has original subject matter jurisdiction of this action pursuant to UTAH CODE ANN. §78A-5-102.
2. **PERSONAL JURISDICTION.** Brynna K. Coles Rigby (hereafter "Brynna") and

Braxton Rigby (hereafter “Braxton”) are actual and bona fide resident of Weber County, State of Utah, and have been for more than three (3) months immediately prior to the commencement of this action, the above-entitled Court having personal jurisdiction over the parties pursuant to UTAH CODE ANN. §81-4-402(1), 1953 (as amended).

3. **VENUE.** Venue is appropriate in the above-entitled Court pursuant to UTAH CODE ANN. §81-4-402(1), and UTAH CODE ANN. §78B-3a-201.

DIVORCE GRANTED & GROUNDS

4. **IRRECONCILABLE DIFFERENCES.** During the course of the marriage there have arisen between the parties irreconcilable differences, the parties having indicated by their words and conduct that the legitimate purposes of the marriage are no longer being pursued, preventing the parties from pursuing a viable marriage relationship and rendering continuation of the marriage undesirable and impossible, the same being sufficient and here alleged as ground for divorce pursuant to UTAH CODE ANN. §81-4-405.

5. The parties' attempts at reconciliation have been unsuccessful and no expectation exists that the parties will ever resume a meaningful marital relationship.

CHILDREN

6. There is one (1) minor child born as issue of this marriage; to wit, K.W.R. born February 19, 2025.

7. The State of Utah has jurisdiction over the custody and parent-time issues presented in this case. The statutes for jurisdiction in Utah are: The Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA), UTAH CODE ANN. §81-11-101 et seq. This case meets the criteria

under UTAH CODE ANN. §81-11-201(1).

8. The child has resided with the parties in Utah for at least six (6) months preceding the filing of this action. Utah is the home state for the minor child and Utah has jurisdiction under UTAH CODE ANN. §81-11-101(6).

9. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §81-11-101 *et seq.*, and The Uniform Interstate Family Support Act, Utah Code Ann. §81-8-101 *et seq.*, no other cases involving the child are pending in any other court.

10. **CARE, CUSTODY AND CONTROL OF THE CHILD.** It is in the best interest of the Child that the parties be awarded joint legal and joint physical custody of the Child subject to parent-time as provided in UTAH CODE ANN. §81-9-303 as applicable and as modified by Paragraph 11, herein below.

11. The parties shall exercise parent-time on a 4-10 split every two weeks with Braxton exercising his 4 overnights in the first week and his Thursday midweek visit on the second week as follows:

- a. Unless otherwise agreed, Braxton's parent time will be alternating weekends beginning on Thursday at 5:30 p.m. or if the child is in school, when school lets out, and ending on Monday at 8:30 a.m. or if a child is in school, when the child is delivered to school. Braxton shall exercise his midweek parent time on Thursdays. Midweek parent time shall be from 5:00 p.m. through 8:30 p.m. (or later as the parties can agree when Braxton doesn't have to work).

- b. The parties agree that Braxton's work and school hours will change in the future and agree to be reasonably flexible in adjusting parent-time to enable him to exercise his parent-time with the child.
- c. Holiday and Summer parent-time shall be as set forth §81-9-303.
- d. The parties agree that Braxton may exercise one of his uninterrupted weeks in the fall during hunting season.

12. Each party shall provide the other party with their work schedule as soon as practicable after a change and within at least 48 hours. Similarly, the parties will give the other party notice as soon as practicable (within 48 hours) of a change in any specific parent-time period or a request for additional or different parent time.

13. The party receiving the Child shall be responsible for picking up the Child for their parent-time. Parents or other adults known well by the Child may pick up the Child so long as the parent will be available within 1 hour of the pickup on midweeks and 2 hours on weekends.

14. Brynna's home shall be used to determine schooling and other related issues when applicable so long as she resides within a 20-mile radius of Eden, excluding Cache County.

15. The parties agree to engage in good faith mediation regarding custody and parent time when the Child attains the age of 5.

CHILD SUPPORT, DAY CARE EXPENSES, AND EXTRA-CURRICULARS

16. Brynna is informed and believes and upon such information and belief here avers, for the purpose of complying with the strictures of UTAH CODE ANN. §81-6-106(2)(a)-(b), (as amended), that child support services have not been and are not currently being provided on behalf of the

dependent child under Part IV of the Social Security Act, 42 U.S.C., §601 *et seq.*

17. For purposes of child support, Brynna is employed with Wolf Creek Gym and her countable income for child support purposes is or is imputed to be \$2,836.00 per month.

18. For purposes of child support, Braxton has been employed with Valley Electric, LLC and his gross countable income is or is imputed to be \$4,073.00 per month.

19. The parties' Child is in need of support and Braxton shall be ordered to pay Brynna the amount of \$481.00 per month as and for child support commencing with the month of October, 2026 and continuing until the Child graduates from high school or reaches the age of 18, whichever occurs last. Child support is due $\frac{1}{2}$ on the 5th and $\frac{1}{2}$ on the 20th of each month. Any and all arrearage is waived based upon the other provisions of the parties Agreement.

20. **DAYCARE EXPENSES:** Both parties will equally share all reasonable work, career, or occupational training related childcare expenses. The party who pays childcare expenses must provide the other party written verification of the cost and identity of the childcare provider. This must be done when a provider is first hired, and any time the other party asks for the information.

21. The party incurring or paying childcare expenses must notify the other party of any change of a childcare provider or monthly expense. This must be done within thirty (30) calendar days of the change. The party not directly paying for childcare must pay their share of childcare expenses as soon as they receive verification of the expenses. If a party does not follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related childcare expenses or recover the other party's share of the expenses.

22. The parties should equally share all agreed upon (in writing) extracurricular activities for

the Child. The party incurring such costs should provide written verification of the expense and the cost to the other party within thirty (30) calendar days of payment.

CHILD'S HEALTH INSURANCE

23. In accordance with Utah Code Ann. §81-6-208, the Parties should be ordered to provide health, accident, and dental insurance for the benefit of the parties' Child for so long as coverage is available at a reasonable cost, with the Child of the parties named as beneficiary thereon. Braxton's insurance should be primary insurance and, if available and economically advisable, Brynna's should be secondary. ½ of the insurance premium that is paid shall be offset against child support.

24. Both parties are to share equally all other reasonable and necessary uninsured medical, therapy/counseling, dental, and orthodontia expenses, including premiums for the Child, routine office calls, and co-payments incurred for the dependent Child and actually paid by the parties.

25. Should either party incur medical expenses on behalf of the Child, they should provide written verification of the cost and payment of medical expenses to the other party within thirty (30) calendar days of payment.

26. In addition to any other sanctions imposed by the Court, a party incurring medical expenses should be denied the right to receive credit for the expenses or to recover the other party's share of the expense if that party fails to comply with the next preceding paragraph.

CHILDREN AS PERSONAL EXEMPTIONS

27. The parties should alternate claiming the Child with Brynna claiming the child in even numbered years and Braxton claiming him in odd numbered years.

28. Braxton shall have the right to claim the Child so long as he is current on his child support obligations on December 31st of the tax year.

ALIMONY

29. Neither party is awarded alimony from the other now or in the future.

PERSONAL PROPERTY

30. During the course of the marriage relationship the parties acquired certain items of personal property which should be equitably divided by the Court including, but not limited to, the following:

- a. **BRYNNA**: Her personal effects and clothing, all items of personal property owned by her prior to the marriage, all items of personal property inherited by her or gifted to her, all personal property currently in her possession, her bank accounts, the Child's property in her possession, and the vehicles in her possession including the Suburban.
- b. **BRAXTON**: His personal effects and clothing, all items of personal property owned by him prior to the marriage, all items of personal property inherited by him or gifted to him, all personal property currently in his possession, his bank accounts, the personalized license plates from the Suburban, and his vehicle.

RETIREMENT BENEFITS

31. Each party should be awarded their respective retirement accounts and benefits, if any, free from any claim of or by the other.

REAL PROPERTY

32. During the course of the marriage the parties did not acquire real property.

FINANCIAL DEBT

33. During the marriage relationship the parties acquired certain debts and financial obligations which shall be the responsibility of the party who incurred the particular debt.

34. The parties should notify their creditors, by service upon each creditor of a copy of the Decree Of Divorce hereafter to be entered that, they are divorced, expressly advising such creditors, in writing, of their separate, current addresses, and such creditors shall thereafter be required, in accordance with UTAH CODE ANN. §15-4-6.5, to provide to the parties individually all statements, notices, and other similar correspondence required by law or under their respective contracts with the parties.

35. Should either party fail so to pay the debts as herein specified and/or notify their respective creditors or obligees as herein provided, the above-entitled Court may hold such defaulting party in contempt and/or reopen the property division hereunder to compensate the party not otherwise in default, for such failure to pay or notify, and/or fashion any other remedy which the Court deems fair and equitable, including awarding to the non-defaulting party his or her costs and attorney's fees incurred as a result of such default.

MISCELLANEOUS PROVISIONS

36. Each party should be ordered to execute and to deliver to the other such documents as are required to implement the provisions of this Decree of Divorce hereafter to be entered herein by the Court.

37. BRYNNA can return to her maiden name “Coles” if she chooses to do so.

38. Each party shall pay their own attorneys fees.

39. Each party should, upon entry of this Decree of Divorce herein contemplated, promptly, at any time or times reasonably required, make, execute, and deliver to the other any further assurance, release, contract, document, and instrument necessary to implement the provisions thereof.

40. Each party should, upon entry of this Decree of Divorce herein contemplated, promptly, at any time or times reasonably required, make, execute, and deliver to the other any further assurance.

PARENTING PLAN

41. The parents will discuss with each other and mutually decide the significant decisions regarding the Child, including, but not limited to, the Child’s education, health care, and religious upbringing. Either parent may make emergency decisions regarding the health or safety of the Child.

42. Day-to-day decisions regarding the care, control and discipline of the parties’ Child will be made by the parent with whom the Child reside/are residing at the time.

43. The parties will communicate regarding the minor Child through the “AppClose” app or another mutually agreed upon parenting app, and each of them shall pay any costs associated with

their use of the app. This shall include notice of the child's appointments and activities. The parties will not relay messages through the minor child.

44. Should the parties have a dispute regarding a major issue regarding the health, education, or religious upbringing of the Child that they cannot resolve between them after discussion, Brynna shall make the final decision unless Braxton elects to engage in the dispute resolution process outline herein in which case the decision shall be deemed preliminary.

45. Should Braxton feel that a decision made under this parenting plan is contrary to the best interests of the Child, Braxton may seek review of that decision through the process described in paragraphs 47-49 herein below dealing with mediation.

46. **DECISION MAKING/MEDIATION:** When mutual decision-making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the following process where possible, before seeking enforcement or modification of the terms and conditions of joint legal and/or physical custody through litigation, except in emergency situations requiring immediate orders to protect the Child. In the decision making/mediation process the following shall apply:

- A. preference shall be given to the provisions in the parenting plan;
- B. parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;
- C. the parents shall first confer about the matter for which a decision needs to be made. This conversation, at least in large part, shall occur within the

parenting app so that there is a record of the conversation. If there is an expert involved; i.e.: a treating physician, dentist, or therapist, the parties should engage that expert in the conversation and/or the expert shall be available for both parties to consult.

- D. If no consensus is reached, Brynna shall make the final decision.
- E. In the event that Braxton does not believe that the decision is in the Child(ren)'s best interests, he may request mediation. In mediation, the parties shall select a mutually agreeable mediator, and each shall pay ½ of the cost of mediation.
- F. A written record shall be prepared of any agreement reached in counseling or mediation and provided to each party.
- G. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent.

47. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the Child and mediation has not successfully resolved the dispute, that parent may seek court review of the decision through the appropriate petition or motion.

48. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue prior to requesting review. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's

fees and financial sanctions to the prevailing parent. The court has the right of review from mediation, counseling, and arbitration.

49. The advisory guidelines, as promulgated in UTAH CODE ANN. §81-9-202, shall apply to this case as follows:

- 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. When the Child is in their custody, each party shall have the Child ready for parent-time at the time the Child is to be picked up for parent-time by the other party and shall be present at the home or shall make reasonable alternate arrangements to receive the Child at the time the Child is returned. The party picking up the Child shall make every reasonable effort to be on time both to pick-up and drop-off the Child before and after parent time.
- E. Regular school hours may not be interrupted for a school-age Child for the exercise of parent-time by either parent except as noted herein.

- F. The court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents and may increase the parent-time allowed to the non-custodial parent but may not diminish the standardized parent-time provided in UTAH CODE ANN. § 81-9-302 and 304.
- G. The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.
- H. 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.
- I. Each parent shall notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Child is participating or being honored, and both parents shall be entitled to attend and participate fully.
- J. Each parent shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.
- K. Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- L. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the Child, in the form of mail

privileges and virtual parent-time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

- i. the best interests of the Child;
- ii. each parent's ability to handle any additional expenses for virtual parent-time; and
- iii. any other factors the court considers material.

M. **RIGHT OF FIRST REFUSAL/EXISTING CHILD CARE:** Parental care shall be presumed to be better care for the Child than surrogate care and the court shall encourage the parties to cooperate in allowing the non-custodial parent, if willing and able to transport the Child, to provide the childcare for any overnights when the other is unavailable to parent the child. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.

N. Each parent shall provide all surrogate care providers with the name, current address, and telephone number of the other parent and shall provide the non-custodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

O. Each parent shall be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday

that the other parent does not celebrate shall have the right to be together with the Child on the religious holiday.

50. CHANGE OF ADDRESS: Each party should provide the other with and inform the other within twenty-four (24) hours of any change of his/her current address and telephone number.

51. Neither party is entitled to extended vacations during the other party's parent-time except as set forth in the holiday and vacation provisions of UTAH CODE ANN.§81-9-303 and/or as agreed between the parties.

52. Each party shall provide no less than thirty (30) days' notice of any trips with the Child outside of their state of residence or the United States. Such notice shall contain a detailed itinerary for the trip with addresses where the Child will be staying and telephone numbers where the Child may be reached.

53. RELOCATION: When either parent decides to move from the State of Utah, or one-hundred-fifty miles or more from their current residences, the relocating parent shall comply with the provisions found in §81-9-209.

54. Upon relocation, all possible considerations regarding custody should be given to maintaining stability in relationships and familial relationships and then school and community support for the Child.

55. MUTUAL ORDERS OF RESTRAINT: All communication between Brynna and Braxton shall be at reasonable times and in a reasonable manner and should be conducted in the "AppClose" app, or another mutually agreed parenting app, and they shall have the affirmative duty to assure that their respective friends, acquaintances and extended family members refrain

from any action or disparaging communication to or in the presence of the Child, the consequence of which would reasonably be to subject the other parent to disdain, ridicule or humiliation.

56. The parties should be mutually and permanently restrained from interfering with the other party's parent-time and from removing the Child from the other party or secreting the Child away.

57. The parties should be mutually and permanently restrained from stalking the other party including showing up at their school, home, work, etc. unannounced and uninvited, placing tracking devices on their vehicles or other property, and/or other types of stalking.

58. The parties should be mutually restrained from committing or threatening to commit any domestic violence against each other, the Child, or in the presence of the Child.

59. The parties should be mutually restrained from doing anything to the Child that could reasonably be considered child abuse, physical abuse, or emotional abuse and the parties shall not use corporal punishment.

60. While in the presence of the Child, the parties shall be mutually restrained from engaging in disparaging remarks relating to the other parent. The parties should not engage in any behavior designed to distance or alienate the other parent from the Child. The parties shall not allow any third party to engage in behavior designed to alienate the Child from the other parent.

61. The parties should be mutually restrained from having romantic partners spend the night or engage in intimate activity in the presence of the child for a minimum of the first three (3) months of the relationship. The parties will introduce any romantic partner to the other party if there is an engagement or before sharing a residence.

62. The parties shall be mutually restrained from using alcohol and/or illegal or prescription drug use or being intoxicated within the presence of the Child. The parties shall not allow any third party from doing the same within the presence of the Child.

63. 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.

64. This parenting plan is filed by the parties in good faith and the parties believe the plan is in the best interests of the parties' Child.

-End Parenting Plan-

65. **PROTECTIVE ORDER:** Within forty-eight (48) hours of entry of this Decree of Divorce, Brynna shall cause the Protective Order, Case No. 264900891, to be dismissed. Braxton shall sign any stipulations or consents that may be required.

-ORDER EFFECTIVE IF SIGNED BY THE COURT ON THE TOP OF THE FIRST PAGE-

DATED this 15th day of September 2026

APPROVED OF FORM:

BARTLETT & WEBSTER, by:

/S/ Scott L. Hansen

/S/ John M. Webster

SCOTT L. HANSEN

JOHN M. WEBSTER

(signed with permission via email)

Attorney for Brynna Rigby

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TAKE NOTICE that that in accordance with Utah Rule of Civil Procedure 7, the foregoing ORDER will be submitted to the Court at the expiration of 7 days from the undersigned date (plus 7 for mailing) unless an objection as to the form of the order is filed with the Court prior to that

time. I hereby certify that on the 15th day of September 2026, the foregoing order was served on Scott L Hansen, attorney for Braxton Rigby at Scott.L.Hansen@gmail.com.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 15th day of September 2026, I caused a true and correct copy of the above and foregoing Decree of Divorce via email to the following:

Scott L. Hansen (12536)
SCOTT L. HANSEN PLLC
289 24th Street, Suite 150 Ogden, Utah 84401
(801) 393-2322
Scott.L.Hansen@gmail.com
Attorney for Braxton Rigby

/S/ Jordane Rohde
JORDANE ROHDE
Paralegal at Bartlett & Webster