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

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| <i>In the matter of the marriage of:</i> ASHLEY BRINDLEY and TRENTON DAVIS BRINDLEY | DECREE OF DIVORCE Case No. 234403109 Judge James Brady Commissioner Marla Snow |
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The above-entitled matter has been presented to the Court. Ashley Brindley (hereinafter known as “Wife” or “Mother”) is represented by Theodore G. Davis of Anderson Law Offices. Trenton Davis Brindley’s (hereinafter known as “Husband” or “Father”) is represented by Zack Starr of Moody Brown Law. Based upon the Stipulation and the Findings of Fact and Conclusions of Law, the Court therefore enters this Decree of Divorce. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Residency. Wife is a bona fide resident of Utah County, State of Utah and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics. The parties were married on February 21, 2015, in the state of Utah and are presently married.

3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.

4. Children. The parties are the parents of three (3) minor children: S.B., born July 2015, B.T.B, born February 2018, and M.B., born March 2020.

5. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13 *et seq.* (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

6. Child Custody. The parties shall be awarded joint legal and joint physical custody of the minor children.

7. Parent Time. Father's parent time shall be as the parties agree. If the parties cannot agree parent time shall be in accordance with UCA 30-3-35.1 except as modified below:

a. Regular Rotation.

- i. Father shall have parent time with the children on alternating weekends from Friday after school (or after 9:00 a.m. if there is no school) until Monday with a drop off at school (or after 9:00 a.m. if there is no school).

ii. Father shall have mid-week parent time with the children every Thursday from after school (or after 9:00 a.m. if there is no school) until Friday with a drop off to school (or after 9:00 a.m. if there is no school).

| | Sun | Mon | Tues | Wed | Thur | Fri | Sat |
|--------|------------|------------|-------------|------------|-------------|------------|------------|
| Week 1 | Mother | Mother | Mother | Mother | Father | Father | Father |
| Week 2 | Father | Mother | Mother | Mother | Father | Mother | Mother |

iii. The parties shall discuss expanding parent time to a 50/50 time share no sooner than when the youngest child turns eight (8) years old which would be March 2028. If the parties cannot agree on parent time they shall return to mediation.

b. Summer. During the summertime the parties shall rotate the parent time on a 50/50 basis. The parties shall follow a 2-2-5-time schedule with Mother receiving Monday and Tuesday overnight and Father receiving Wednesday and Thursday overnight, with each party alternating weekends from Friday at 12:00 p.m. until Monday morning at 9:00 a.m. Additionally, each party shall be entitled to two weeks of uninterrupted summer parent time.

| | Sun | Mon | Tues | Wed | Thur | Fri | Sat |
|--------|------------|------------|-------------|------------|-------------|------------|------------|
| Week 1 | Mother | Mother | Mother | Father | Father | Father | Father |
| Week 2 | Father | Mother | Mother | Father | Father | Mother | Mother |

i. For purposes of designating summer uninterrupted parent time, both parents shall provide notification of extended parent-time (including the two weeks of uninterrupted parent-time in the summer) or vacation weeks with the children to the other parent.

- ii. In odd-numbered years, Father shall provide notice to Mother by May 1st and Mother shall provide notice to Father by May 15th.
- iii. In even-numbered years, Mother shall provide notice to Father by May 1st and Father shall provide notice to Mother by May 15th.
- iv. If a parent fails to provide a notification within the time periods described, the complying parent may determine the schedule for summer break for the noncomplying parent. If both parents fail to provide notice within the time periods described, the first parent to provide notice may determine the summer break schedule for the other parent.

c. Holidays. The parties shall alternate holidays in accordance with U.C.A. §30-3-35.1 with the exception that holiday time on Columbus Day, Juneteenth, and Veteran’s Day shall not be exercised. Father shall be designated as the non-custodial parent for purposes of holiday allocation only. Holidays take precedence over the regular and summer parent time rotation.

d. Holidays include any “snow” days, teacher development days after the children begin the school year, or other days when school is not scheduled, contiguous to the holiday period, and take precedence over the weekend parent-time. Changes may not be made to the regular rotation of the alternating weekend parent-time schedule.

Utah Holidays According to Utah Code 30-3-35.1

| Even Years | Odd Years | Holiday and Time |
|------------|-----------|------------------|
|------------|-----------|------------------|

| | | |
|--------|--------|--|
| Mother | Father | Martin Luther King Jr. Holiday after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school) |
| Father | Mother | President's Day after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school) |
| Mother | Father | Spring Break 6 p.m. on the day school lets out to the day school resumes with drop off to school (or 8 a.m. if there is no school) |
| Father | Mother | Memorial Day after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school) |
| Mother | Father | July 4th 6 p.m. day before holiday to the day after holiday at 6 p.m. |
| Father | Mother | July 24th 6 p.m. the day before holiday to the day after holiday at 6 p.m. |
| Mother | Father | Labor Day after school or 6 p.m. on the Friday before holiday (or 9 a.m. if school is not in session and the parent can be with the child) to the day after the holiday with drop off to school (or Tuesday at 8 a.m. if there is no school) |
| Mother | Father | Fall Break 6 p.m. on the day school lets out for Fall Break to the day school resumes with drop off to school (or 8 a.m. on the day following the end of the break if there is no school) |
| Father | Mother | Halloween or the day Halloween traditionally celebrated in local community begins after school (or 4 p.m. if school is not in session) to 9 p.m. on day of holiday |
| Father | Mother | Thanksgiving After school or 6 p.m. on Wednesday before school lets out for holiday to the day school resumes with drop off to school (or 8 a.m. on the Monday following the holiday if there is no school) |
| Mother | Father | First Half of Christmas Vacation, including Christmas Eve and Christmas Day , beginning after school or 6 p.m. on the day school dismisses for winter break until December 27 th at 7 p.m. |
| Father | Mother | Second Half of Christmas Vacation , beginning December 27 th at 7 p.m. and ending the day school resumes with drop off to school |
| Father | Mother | Child's actual birthday from 3 p.m. until 9 p.m. |
| Mother | Father | The day before or after child's birthday from 3 p.m. until 9 p.m. |
| Father | Father | Father's Day 9 a.m. to 7 p.m. on the day of the holiday |
| Mother | Mother | Mother's Day 9 a.m. to 7 p.m. on the day of the holiday |

8. Temporary Living Arrangements and parent time. Father agrees to move out of the marital home immediately. The parties shall arrange a time for Father to remove his personal property from the home. Father shall exercise his weekend parent time from

Friday after school until Sunday at 7:00 p.m. at his parent's home until he can make other arrangements. Father shall exercise his Thursday mid-week until 8:30 p.m. until he has a permanent living arrangement.

9. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §30-3-33 as their parenting plan, in addition to the following provisions:

a. First Right of Refusal. Each parent shall have first option to provide care for a child over any other third party if the parent responsible for a child is not available for a period overnight or longer during their parent time and the other parent is personally available and willing to provide the care overnight and the transportation to pick up and return a child to the other parent or school as applicable. If Father is called out for work during his on-call week, he shall contact Mother and let her know who is caring for the children and where the children are being cared for.

b. Transportation. The parties shall utilize school-to-school exchanges when possible. A parent, grandparent, step-parent, or extended relative may transport a child to an appointment or activity as needed. Otherwise, all exchanges shall be with the receiving parent providing the transportation.

c. Religious Upbringing. The parties shall continue to raise the children consistent with the teachings of The Church of Jesus Christ of Latter-day Saints. The parties agree that Father shall be allowed to perform ordinances for the minor children associated with The Church of Jesus Christ of Latter-day Saints including

baptisms and priesthood ordinances so long as he is deemed worthy by his ecclesiastical leaders.

d. Communication. The parties shall communicate primarily by email and text message. All communication shall be civil and related to the children. Name-calling shall never be considered civil.

e. Travel. In accordance with UCA 30-3-36, each party shall be responsible to provide the other with an itinerary and contact information before traveling with the children overnight. When the children travel with either parent overnight, all of the following shall be provided to the other parent at least 24 hours prior to departure:

- i. An itinerary of travel dates;
- ii. Destination;
- iii. Places where the children or traveling parent can be reached; and
- iv. The name and telephone number of an available third person who would be knowledgeable of the children's location.

f. Virtual Communication. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time.

g. Media. Both parents shall take adequate safety measures in their homes for the children's electronic and internet access. The children shall only be exposed to age-appropriate media including but not limited to movies, audio, television, and video games.

- h. Joint Decision-Making. Each parent shall make the day-to-day decisions during their individual parent time as they impact the children. The parties shall consult with each other regarding major decisions for the children, including elective medical care, education, and religious upbringing. If the parties cannot reach an agreement, they shall consult with relevant professionals to assist in making a decision. If they are still unable to reach an agreement, they shall return to mediation prior to seeking court intervention.
- i. Medical Emergency. Each parent shall be notified immediately by the custodial parent in the event of a medical emergency with a minor child.
- j. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.
- k. Contact Information. The parties shall immediately notify the other parent of any change of address or change of telephone number.
- l. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

m. Children's Events. The parents shall notify each other of any events involving the children such as school activities, church events, sports events, graduations, etc., so that each party shall have the option of attending the special event if possible. For any event that is not posted online, each party shall notify one another within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the children are participating or being honored, and both parties shall be entitled to attend and participate fully.

n. Extracurricular Activities. The parties shall equally divide the cost of extracurricular activities or other organized events for the minor children so long as the parties have mutually agreed to the activity in writing prior to the children being enrolled in the activity. If the parties have agreed to divide the cost of the activity in advance, proof of payment shall be provided by the party enrolling the children in the activity to the other party within thirty (30) days of the payment with reimbursement to take place within the following thirty (30) days. Any party unilaterally enrolling the children in extracurricular activities shall not interfere with the other party's parent-time.

o. Parent's Involvement in Activities. The parties may attend activities of a child if it is an activity normally attended by parents or they are invited by a leader to attend or participate.

10. Educational Plan.

a. The minor children shall follow in their current and projected school matriculation in Nebo School District and feeder schools. Any change in these

schools for the minor children shall be agreed upon by the parties in writing before the children are enrolled in a different school. Mother's address shall be the primary address for school records.

b. Each parent shall have direct access to school emails, school teachers, school websites, online school tools, parent teacher conferences and school calendars.

c. 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 each parent shall be entitled to attend and participate fully. 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.

11. Mutual Restraining Order.

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other

parent. Both parents have an affirmative duty to co-parent the children in a way that promotes the children's best interest.

c. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the children from such circumstances.

12. Child Support. Child support shall be calculated as according to Utah Code Ann. §78B-12-201 *et seq.* Mother's gross monthly income shall be imputed at \$2,600 and Father's gross monthly income is \$8,555. Child support is calculated with Mother having 210 overnights and Father having 155 overnights. Father shall pay child support to

Mother in the amount of \$1,034 per month, beginning April 1, 2024. The child support is payable one-half on the 5th day of each month and one-half on the 20th day of each month by direct deposit, or other agreed upon payment platform.

- a. Income Withholding. If the party obligated to pay child support to the other party ever becomes more than 30 days delinquent in child support, the other party shall be entitled to withholding income as a means of collecting child support, pursuant to §30-3-5.1 and §62A-11-401, et seq., Utah Code Annotated, as amended.
- b. Reduction When Child Becomes 18. In accordance with Utah Code, §78B-12-219, when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The award shall not be reduced by a per-child amount derived from the base child support award originally ordered.
- c. Additional Expenses. The parties shall share equally all school-related expenses including books, fees, and school lunches.
- d. Medical Expenses. Pursuant to U.C.A. §78B-12-212, both parents shall be responsible for providing and maintaining health insurance and health care coverage for the medical expenses of their minor children if insurance for medical and dental expenses is available or becomes available to either parent at a reasonable cost and is accessible to

the children. Father is currently providing said insurance.

e. Health Insurance Premiums. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. The party paying the health insurance premium may receive credit for the other parent's portion pursuant to UCA 78B-12-212(5).

f. Verification of Coverage. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or should have known of the change.

g. Uninsured Medical/Dental Expenses. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents. If neither party is able to secure medical/dental insurance for the children at a reasonable cost, each party is

responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

h. Reimbursement for Expenses. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification.

i. Division of Accounts. Pursuant to Utah Code Annotated §15-4-6.7, the parties may elect that medical/dental expenses be divided by the service provider into two separate accounts for payment, one for each parent as long as the service provider receives a copy of the Decree of Divorce or other controlling court order at or before the day on which the service provider first renders medical/dental services. A creditor who has been provided a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under U.C.A. §70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

13. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related childcare expenses for the minor children in accordance with U.C.A. §78B-12-214.

a. The parents shall begin paying his or her share of childcare expenses on a monthly basis immediately upon presentation of proof of the childcare expense less any amounts previously paid.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days of the date of the change. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. Both parties should approve all non-family childcare providers. The parties shall use family prior to seeking other third-party care providers. Care provided by family members shall be assumed to be at no cost. There shall be no reimbursement between the parties for care provided by family members.

14. Alimony. Father shall pay Mother alimony in the amount of \$1,747 per month for the period of one (1) year beginning April 1, 2024. After one year the alimony shall be reduced to \$1,262 per month for an additional three (3) years and six (6) months for a total of forty-two months. Alimony shall automatically terminate if Mother cohabits or remarries or if either party dies. The alimony is payable one-half on the 5th day of each

month and one-half on the 20th day of each month by direct deposit or other agreed upon payment platform.

15. Real Property. During the course of the marriage the parties acquired the following properties:

a. Property #1. Property #1 is located at 623 S. 950 E., Salem Utah, 84653.

Wife is awarded this property as her sole and exclusive possession. Wife shall refinance the property by March 31, 2026, whereupon Husband shall sign a quitclaim deed surrendering all interest in the marital home. If Wife is unable to refinance the property by March 31, 2026, the property shall be listed for sale with a mutually agreed on real estate agent. If the property is sold, the proceeds shall be used first to pay off the property mortgage(s) and the cost of sale. Wife shall keep any remaining equity.

i. Wife shall be responsible for making the payments associated with this property on time. If the payments become more than thirty (30) days delinquent the property shall be immediately sold. If the property is sold, the proceeds shall be used first to pay off the property mortgage(s) and the cost of sale. Wife shall keep any remaining equity.

ii. Wife shall be responsible for all liability, including property taxes and shall be entitled to any tax benefits.

b. Property #2. Property #2 is a Single-Family Home, located at 231 S. 880 West Spanish Fork, Utah 84660. Wife is awarded this property as her sole and exclusive possession. Wife shall refinance the home by March 31, 2026,

whereupon Husband shall sign a quitclaim deed surrendering all interest in the marital home. If Wife is unable to refinance the property by March 31, 2026, the property shall be listed for sale with a mutually agreed on real estate agent. If the property is sold, the proceeds shall be used first to pay off the property mortgage(s) and the cost of sale. Wife shall keep any remaining equity.

i. Mother shall be responsible for making the payments associated with this property on time. If the payments become more than thirty (30) days delinquent the property shall be immediately sold. If the property is sold, the proceeds shall be used first to pay off the property mortgage(s) and the cost of sale. Wife shall keep any remaining equity.

ii. Wife shall be responsible for all liability, including property taxes and shall be entitled to any tax benefits as well as any benefits from rental income.

c. Property #3. Property #3 is a Single-Family Home, located at 2791 E. 1520 S. Spanish Fork, Utah, 84660. Husband is awarded this property as his sole and exclusive possession. Wife shall sign a quitclaim deed surrendering all interest in this property.

i. Husband shall be responsible for all liability, including property taxes and shall be entitled to any tax benefits as well as any benefits from rental income._

d. Spanish Fork Duplex. Prior to the marriage Father acquired a duplex located at 245/247 S. 200 E. Spanish Fork, Utah 84660. Father shall be awarded

the home and real property (aka Spanish Fork Duplex) he acquired prior to marriage, free and clear from any claim by Mother.

i. Husband shall be responsible for all liability, including property taxes and shall be entitled to any tax benefits as well as any benefits from rental income._

e. For property #1 and #2 both parties shall have access to the mortgage statements online. The paper statements for these properties shall continue to go to the Salem address.

f. To equalize the overall real property award, Husband shall pay Wife \$17,500 within ninety (90) days of the signing of this document.

16. Personal Property. The parties are awarded the major property items as follows:

| Item: | Awarded To: |
|---|--|
| 2018 Chrysler Pacifica | Wife |
| 2017 Chevy Cruze | Husband |
| 1998 Dodge Ram | (Pre-marital) Husband |
| Burial Plot | Husband |
| 2004 House Trailer | Husband |
| Guns/Gun Safe/Ammunition | Husband |
| Sigmier Sauer P380 Handgun with ammo | Wife |
| Small personal safe | Wife |
| Horse Trailer | (Pre-marital) Husband |
| Horse (Star) | Wife: Pursuant to paragraph 18(a) |
| Other Horses | Husband |
| S.B.'s riding tack that goes with Star | Wife |
| Two Saddles loaned by Wife's Mother and Step-father | Wife |
| Cash on hand in the amount of \$5,735 | Wife |
| Dresser's, beds, and table, from Wife's family | Wife |
| Home furnishings | Shall be divided as the parties agree. If the parties cannot agree, they shall return to mediation without the need for attorneys to attend. |

a. Wife may keep the horse Star subject to Husband's right to breed the horse. Husband shall keep the first-born foal that lives. Husband shall be responsible for the cost of the breeding. Husband may keep the foal with Star until arrangements are made to move the foal.

b. The horses awarded to Husband may remain on the Salem property, subject to Husband's responsibility to feed and care for all of the horses for up to six months.

17. Financial Accounts. The parties have acquired financial accounts during the course of the marriage, which shall be divided as follows:

| Account: | Approximate Balance: | Awarded to: |
|---|-----------------------------|--|
| Mountain America Credit Union checking account ending in 4913. | \$10,287 | ½ Each |
| Mountain America Credit Union money market account ending in 4913. | \$7,014 | ½ Each |
| HSA | \$4,813 | Husband |
| Mountain America Credit Union checking account ending in 3226 | \$150 | Wife |
| Mountain America Credit Union savings account ending in 3226 | \$100 | Wife |
| Mountain America Credit Union account ending in 4913 (Holding the rental deposits). | \$4,950 | Wife to receive \$1,925 and Father to receive the remaining balance. |
| Wife's Venmo | Balance | Wife |
| Husband's Venmo | Balance | Husband |

a. The parties agree to continue to pay the household debts from the joint accounts until April 1, 2024. The parties shall divide and close the joint bank accounts by April 1, 2024.

18. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

| Debt: | Approximate Balance: | Responsibility of: |
|-------------------|-----------------------------|---------------------------|
| Venmo Credit Card | \$626 | Wife |

- a. The Mountain America Visa credit card shall be paid off and satisfied in full by March 31, 2024, with the exception of Husband's 1/2 portion of the February 20, 2024, mediation fee, which he shall pay after that date using his own separately awarded money. No other attorneys fees shall be put on this credit card.
- b. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- c. Each party shall be responsible for his or her own debts acquired after the date of separation.
- d. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.
- e. The HELOC which currently has a balance of \$0.00, on property #2 shall be immediately closed by the parties.

19. Retirement. Each party is entitled to half of the retirement and pension accounts accrued during the course of the marriage. Husband shall be responsible to prepare the

necessary Qualified Domestic Relations Orders. Husband shall be responsible for the cost of preparing the QDRO(s).

20. Taxes. The parties shall be equally responsible for paying the tax deficiency for the 2023 tax year. Commencing the 2024 tax year the parties shall file separately.

21. Tax Benefits. The parties shall be entitled to claim the children for tax purposes each year as outlined below. The party obligated to pay child support to the other party may not claim any children for tax purposes in any given year if they are not current on child support by the last day of the tax year. If either party shall not receive a benefit from claiming their child tax benefits during any given year, the benefits shall be awarded to the other party for that year.

a. When there are three (3) children that may be claimed for tax purposes, one party shall claim two children and the other claim one during alternating years, with Mother claiming M.B. and B.T.B. in odd tax years and Father claiming S.B. in odd tax years and Mother claiming S.B. in even years and Father claiming M.B.-and B.T.B. in even years.

b. When there are two (2) children that may be claimed for tax purposes, the parties shall each claim one child each year with Mother claiming M.B. in odd years and Father claiming B.B in odd years and Mother claiming B.B. in even years and Father claiming M.B in even years.

c. When there is only one (1) child that may be claimed for tax purposes, the parties shall alternate claiming the child each year, with Mother claiming the child in even tax years and Father claiming the child in odd tax years.

22. Maiden Name. Wife may resume using her maiden name of Ashley Argyle if she so chooses.
23. Divorce Classes. Each party shall complete the Divorce Education and Divorce Orientation classes within fourteen (14) days of the date of the Stipulation agreement and shall provide their attorneys with a certificate of completion.
24. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than an enforcement action.
25. Attorney's Fees and Costs. Each party shall pay his or her own attorney's fees and costs.
26. Effective Date. The Stipulation of the parties shall be considered effective when signed by all parties.

**[THIS ORDER IS EFFECTIVE WHEN DIGITALLY SIGNED AND
DATED ABOVE ON TOP OF PAGE ONE]**

APPROVED AS TO FORM

/s/ Zack Starr - approved via email
ZACK STARR

NOTICE

TO: TRENTON DAVIS BRINDLEY & ZACK STARR

PLEASE TAKE NOTICE that the undersigned, attorney for Ashley Brindley, will submit the above and foregoing to the Fourth District Court for signature, upon the expiration of seven (7) days from the date of this Notice, plus three (3) days for mailing, unless written objection is filed prior to that time, pursuant to Utah Rule of Civil Procedure 7(j)(4).

DATED this 22nd day of February 2024.

ANDERSON LAW OFFICES

/s/ Theodore G. Davis

THEODORE G. DAVIS

Attorneys for Ashley Brindley

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of February 2024, I served a true and correct copy of the foregoing, *Decree of Divorce*, to the following:

Zack Starr
Email

/s/ L. Malloch