

The Order of the Court is stated below:

Dated: November 29, 2024  
03:08:34 PM

/s/ CHARLES A STORMONT  
District Court Judge



WADE TAYLOR (10144)  
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*Attorney - Mediator  
Filing on behalf of both parties as a Third-Party Neutral,  
pursuant to Rule 2.4 of the Utah Rules of Professional Conduct*

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**IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE CITY DEPARTMENT  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

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In the matter of the marriage of CRAIG DONALD HOWELL,  Petitioner,  and BRITTANY HUNSAKER HOWELL,  Respondent.	<b>DECREE OF DIVORCE</b>  Case No: 244905820 Judge: Charles Stormont Commissioner: Michelle Blomquist
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The Petitioner, Craig Donald Howell, and the Respondent, Brittany Hunsaker Howell, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Agreement, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

**IT IS HEREBY ORDERED:**

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

**CHILD CUSTODY AND PARENT-TIME**

1. There are two minor children born or adopted between the parties, to wit: L.M.H. (DOB 06/16/2017) and C.G.H. (DOB 10/29/2020).
2. The parties are awarded joint legal custody of the minor children. The parties shall be governed by the Joint Custody Parenting Plan set forth herein.
3. The parties are awarded joint physical custody of the minor children. Parent-time with the minor children shall be pursuant to a 50/50 timesharing arrangement as the parties may agree and based on the fire schedule which is six days. Respondent shall exercise parent-time the day prior to Petitioner's shift start and the next two consecutive days for a total of 3 days. Petitioner shall exercise parent-time his first 3 days off shift. This schedule shall be repeated week over week.
  - a. Respondent parent-time begins at 9:30 a.m. on the respective Saturday or Sunday prior to Petitioner's shift start.
  - b. Petitioner parent-time begins at 9:30 a.m. on the respective Saturday or Sunday of the Petitioner's first 3 days off shift.
4. Each parent is entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school. The parents will notify each other by April 15<sup>th</sup> of each year of the time period he/she will be exercising his/her uninterrupted parent-time. Petitioner will have first option of uninterrupted time period in

calendar years ending in an even number and Respondent will have first option of uninterrupted time period in calendar years ending in an odd number. The summer parent-time cannot interfere with the other parent’s holiday. If the parent designated to first choose the 2-week period for the year fails to choose by April 15<sup>th</sup>, the non-designated parent may designate when the 2-week period will occur.

5. In addition, the parties shall follow the holiday parent-time schedule set forth in UCA § 81-9-303 and as follows with the Petitioner identified as the non-custodial parent for holiday purposes only. If Petitioner is unable to take leave (military or fire) during his holiday parent-time, then Respondent shall have the minor children for that holiday time.

Holiday	Holiday Time Period	Non-Custodial Parent (Craig)	Custodial Parent (Brittany)
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the day following MLK day; or (b) at 8 a.m. on the day following MLK day if there is no school.	Odd Years	Even Years
President’s Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering of the child to school on the day following President’s Day; or (b) at 8 a.m. on the day following President’s Day if there is no school.	Even Years	Odd Years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring	Odd Years	Even Years

	break if there is no school.		
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering of the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Even Years	Odd Years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Every year with Mother	Every year with Mother
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	Every year with Father	Every year with Father
Juneteenth National Freedom Day (JNFD)	(1) Holiday begins at: (a) 6 p.m. on the day before JNFD if the day before JNFD is not Father's Day; or (b) 9 a.m. on JNFD if the day before JNFD is Father's Day (2) Holiday ends at 6 p.m. on the day following JNFD.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3 <sup>rd</sup> at 6 p.m. (2) Holiday ends on July 5 <sup>th</sup> at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23 <sup>rd</sup> at 6 p.m. (2) Holiday ends on July 25 <sup>th</sup> at 6 p.m.	Even Years	Odd Years
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday (2) Holiday ends: (a) upon delivering of the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Odd Years	Even Years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even Years	Odd Years
Fall Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends: (a) upon delivering of the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Odd Years	Even Years
Halloween	(1) Holiday begins on October 31 <sup>st</sup> or the day that Halloween is traditionally celebrated in the local community; (a) at the time that school is dismissed; or	Even Years	Odd Years

	(b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd Years	Even Years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering of the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27 <sup>th</sup> at 7 pm.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27 <sup>th</sup> at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Even Years	Odd Years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even Years	Odd Years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd Years	Even Years

6. Petitioner's residence shall be identified as the primary residence for education purposes. Both parties shall be listed in school records as a point of contact for school communications.

7. In the event either party moves more than 20 miles away from the other the parties will revisit the issue of parent time and custody. If a parent moves outside the 20 mile radius, that parent shall pay mileage to the other parent. Mileage shall be calculated per the government standard rate for that calendar year.

### **CHILD SUPPORT**

8. Petitioner is currently employed and has a gross monthly income of \$8,463.00 for the purposes of calculating child support.

9. Respondent is currently employed and has a gross monthly income of \$5,572.00 for the purposes of calculating child support.

10. The joint custody worksheet shall be used with the Petitioner's income set at \$8,463.00 with 182 overnights and the Respondent's income set at \$5,572.00 with 183 overnights.

11. Pursuant to U.C.A. § 81-6-101 a child support order shall be entered pursuant to the statutory guidelines as follows:

a. Petitioner shall be ordered to pay Respondent the sum of \$233.00 per month beginning the first of the month following the date of entry of the Decree of Divorce. The sum is known as the base child support award, for the minor child of the parties, pursuant to the Uniform Child Support Guidelines, until a child become 18 years of age, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. When a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, the base child support award is automatically adjusted based on the remaining children and the incomes from the most recent support order.

b. The base child support award should be reduced by 50% for each minor child for time periods during which such minor child is with the noncustodial parent by order for at least 25 of any 30 consecutive days. If the dependent child

is a recipient of Public Assistance from the State of Utah (T.A.N.F.), any agreement by the parties for reduction of child support during extended parent time shall be approved by the Office of Recovery Services. However, normal parent time and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement.

c. The mandatory income withholding relief provisions of the Utah Code Annotated may be instituted at this time. Said income withholding procedure should apply to existing and future payors. All withheld income should be payable to the Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145-0011 until such time as the obligor no longer owes child support to the obligee.

d. There are currently no child support arrearages.

e. Each of the parties should be under mutual obligation to notify the other if there is a change in income of more than 30% and the change is not temporary in nature.

f. Pursuant to Utah Code § 81-6-215(5), the parties have a right to adjust this child support order by motion after three years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah child support guidelines, calculated using the appropriate child support worksheet, (2) the difference is not of a temporary nature, and (3) the amount previously ordered does not deviate from the child support guidelines.

g. Pursuant to Utah Code § 81-6-101 et seq, the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in the relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature.

h. Petitioner shall be ordered to pay Respondent \$15.27 per every 12 hours the children will be with the Respondent outside the allotted 183 days, when the Petitioner is not able to exercise his parent-time due to the Petitioner's fire schedule and military duties; to include (i) military drill weekend, annual trainings and schools; (ii) the Petitioner's entitled to 2 weeks of uninterrupted parent-time during the summer months when the minor children are free from school; (iii) and the Petitioner's holidays. Respondent is required to provide Petitioner (4) days' notice if the Petitioner will need to find other care for the minor children outside of the 183 allotted days. Respondent will document the days covered outside the allotted 183 every 30 days to receive extra child support.

#### **INSURANCE, DAYCARE AND MEDICAL EXPENSES**



12. Pursuant to U.C.A. § 81-6-208 (2024) as amended:
  - a. Petitioner should maintain insurance for medical expenses for the benefit of the minor children where available at a reasonable cost. If insurance is ever being provided by a plan by both parents, the Petitioner's insurance shall be considered primary coverage and the Respondent's shall be considered secondary.
  - b. Petitioner shall be responsible for all out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance.
  - c. Both parties shall share equally all medical expenses incurred for the minor child and actually paid by the parties. Medical expenses shall include, but not be limited to, the following: medical, dental, orthodontia, ophthalmological, psychological, or therapeutic, etc.
  - d. The parent who incurs medical expenses shall provide written verification of the cost and payment of the medical expenses to the other parent within 30 days of payment.
  - e. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.
13. Work-related childcare expenses of the parents shall be divided with Petitioner paying 55% and Respondent paying 45% of the childcare costs. Should a change in the parties incomes occur, the parties shall work together for an agreement.

a. The parent who does not incur childcare expenses shall begin paying his or her share of childcare expenses to the parent who does incur childcare expenses, on a monthly basis immediately upon presentation of proof of the childcare expense. The parent can either pay the provider directly or shall be required to reimburse the paying parent after being provided proof of payment.

b. The parent who incurs childcare expenses shall provide written verification of the cost and identity of the childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent. The parent shall notify the other parent of any change of a 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.

#### **CHILD RELATED EXPENSES**

14. The parties shall share equally the costs associated with the minor children's agreed upon extra-curricular activities and school related fees and costs. Agreements for all activities shall be made in writing. Both parties should pay their one-half share directly to the provider, school or program for and on behalf of the children. If one parent pays the entire cost, that parent shall email the other parent proof of cost and payment and the reimbursing parent shall pay their share within 10 days of receiving the email.

### **TAX EXEMPTION**

15. The parties shall share equally in the child tax credit, exemption, or deduction for State and Federal income tax purposes with Petitioner claiming L.M.H. every year and Respondent claiming C.G.H. every year. Once both minor children reach the age of 17, the Petitioner and Respondent will revisit the tax exemption plan.

16. For the Petitioner to claim a minor child, he must be current on all his child support expenses prior to the end of the tax year.

### **PERSONAL PROPERTY**

17. Prior to the marriage, the parties each had individually acquired certain separate property. Each party shall be awarded any property identified as premarital or separate property, including all gifts and inheritance.

18. During the course of the marriage, the parties acquired certain items of personal property.

19. Petitioner shall be awarded the following personal property:

- a. All furniture currently at Petitioner's 13587 residence
- b. Firearms and the safe, with the exception of the Ruger LCP .380 pistol
- c. Petitioner's tools, tool boxes, and tool storage

20. Respondent shall be awarded the following personal property:

- a. Living room TV
- b. Dinette table with chairs
- c. Couch

- d. Master bedroom set
  - e. Kids furniture from the 3657 house
  - f. Ruger LCP .380 pistol
  - g. Respondent's father's coins and collectible items stored in the safe
  - h. The white labrador "Rye"
21. The following personal property shall be divided among the parties in a fair and equitable fashion as agreed upon by the parties:
- a. Remaining furniture not listed above
  - b. Holiday decor
  - c. Artwork
22. All property and all property rights which may be vested in either party as a result of family inheritance, trusts, or similar sources shall be awarded solely to the party from whose family it came.

#### **VEHICLES**

23. Petitioner shall be awarded the 2023 Ford F-150.
24. Respondent shall be awarded the 2020 Toyota Highlander.
25. Each party shall be responsible for the debts and liabilities related to their separate vehicles and shall hold the other party harmless from any liability associated therewith. The parties shall take all necessary steps to transfer the vehicles into their own names within 30 days of the date of entry of the Decree of Divorce.
26. The 1974 Ford Ranchero shall be sold and proceeds divided equally between the parties.

### **REAL PROPERTY**

27. During the course of the marriage, the parties acquired certain parcels of real property, including but not limited to:

a. Home located at 3657 S. Arches Park Drive, Riverton, UT 84065

28. The real property shall be sold and proceeds divided equally between the parties after all costs associated with the sale of the home are paid.

29. Until the home is sold, parties shall be equally responsible for all costs, repairs, maintenance, and mortgages for this piece of real property.

30. The storage unit in Petitioner's name shall be closed once the home is sold.

### **BANK ACCOUNTS, PROFIT SHARING, STOCK OPTIONS, BONUSES, INVESTMENT, RETIREMENT/PENSION ACCOUNTS AND OR/BUSINESS**

#### **INTERESTS**

31. The parties have acquired and continue to acquire bank, profit sharing, stock options, bonuses, investment, retirement and/or pension accounts and business interests during the course of the parties' marriage.

32. Upon entry of the Decree of Divorce, Respondent shall be awarded and shall transfer the funds in the joint savings account (approximately \$7,500) to her personal account.

33. The joint bank account shall remain open for use of child care expenses or other shared expenses during the transition.

34. Parties shall be awarded all bank accounts in their own names, free and clear of any claim by the other party.

35. Parties shall be awarded all retirement, pension, and investment accounts in their own names, free and clear of any claim by the other party.

### **DEBTS AND OBLIGATIONS**

36. During the course of the marriage the parties incurred certain marital debt.

37. The joint American Express card shall be closed as of the date of entry of the Decree of Divorce. No additional purchases should be made on this card as of the signing of Stipulation. If a purchase is inadvertently made, the purchaser shall be fully responsible for and shall pay off the amount charged.

38. The parties shall be responsible for the debts in their own names and shall hold the other party harmless for any liability associated therewith.

39. Pursuant to § 81-4-204(1)(e), Utah Code Annotated, the parties shall notify respective creditors or obligors, regarding the court's division of debts, obligations, or liabilities and regarding the parties separate, current addresses.

### **ALIMONY**

40. Both parties waive any claim to spousal support from the other, now or forever.

### **TAX RETURN**

41. The parties shall file taxes for the 2024 tax year as each deem appropriate.

### **ATTORNEY'S FEES**

42. Each party shall be responsible for their own attorneys' fees and costs incurred in the litigation of this matter.

#### **MISCELLANEOUS**

43. So long as they are able, the house and vehicle insurance shall be maintained as is until the home is sold. Once the home is sold, parties shall obtain and be responsible for their own home and vehicle insurance.

44. The current cell phone account in Petitioner's name shall remain with Petitioner. Respondent shall establish a new cell phone account but shall retain her current phone number.

45. Both parties shall be mutually restraining from bothering, harassing, annoying, threatening, disparaging, or harming the other party at the other party's place of residence, employment or any other place.

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

47. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party separately or by the parties jointly.

48. This Decree of Divorce is the result of the Stipulated Settlement Agreement reached between the parties. The final documents were prepared as a service to both parties and shall not be interpreted against either as the “drafting party.”

49. Each party should execute and cooperate in delivering to the other and to the court such documents as are required to implement the provisions of the divorce decree hereafter to be entered by the court. Should a party fail to execute a document within 60 days of the entry of this divorce decree, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

50. Upon the filing of any Petition to change any provision of the final *Decree of Divorce*, the parties must first attempt to resolve the issue through mediation.

51. Respondent may be restored to her maiden name of Hunsaker if she so desires.

### **HOWELL and HOWELL**

#### **JOINT CUSTODY PARENTING PLAN**

Each parent has a loving and valuable relationship with the children and shall work together cooperatively with regard to the children’s physical care and financial and emotional support.

The parents shall adhere to the following parenting plan provisions:

1. The parties shall make reasonable efforts to be effective co-parents. Each parent shall focus on the needs and interests of the children. Each parent shall give the children the opportunity to have a meaningful relationship with both parents.



2. The parties believe civil communication is essential for an effective parenting relationship. The parties shall take steps to adopt procedures to ensure that they communicate in a civil manner. Except for time sensitive matters and in the event of an emergency, the parties shall communicate primarily through text or email. The parties shall be civil in all communication; name calling shall never be considered civil communication.

3. The parties recognize the importance of the children spending quality time with both parents and shall cooperate with each other and adjust the time-sharing arrangement when changes may be appropriate due to the travel or other commitments of the parties.

4. The parents shall reasonably share information regarding school, social, and other areas of the children's life that could assist both parents in making the best decisions for them. If information is available through websites, email lists, etc., each party shall obtain the information directly from these sources.

5. Both parents shall have direct access to all school, medical, and other child-related information and shall be notified immediately by the other parent in the event of a medical emergency. Each parent shall notify the other parent if they are taking a minor child to the doctor. Further, each parent shall both permit and encourage communication by the other parent with all doctors, clinics, school nurses, counselors, and other healthcare providers regarding the health and welfare of the children. Both parents shall have reasonable access during the treatment or care of the minor children. Both parties shall provide written authority to the other party to ensure both parties have any and all

access to medical, dental, counseling, physiological, and psychological information, diagnoses, and prognoses.

6. Each parent shall be allowed to fully participate in the children's activities, including church functions, athletics events, recitals, school programs, etc.

7. When traveling with the minor children, the parties shall give all information required by Utah Code § 81-9-202(19) including the following: 1) an itinerary of travel dates; 2) destinations; 3) places where the children or traveling parent can be reached; and, 4) the name and telephone number of an available third person who would be knowledgeable of the children's location.

8. The parents shall mutually decide the significant decisions regarding the children, including but not limited to, the children's education, health care, and religious upbringing. The parties shall confer to make joint decisions regarding the minor children's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, and other major parenting decisions. In discharging this obligation, the parents shall use the following decision-making procedure: 1) Identify the issues; 2) Develop possible solutions; 3) Choose the most sensible solution that considers the needs of everyone involved.

9. If the parties cannot mutually agree on major decisions including but not limited to the minor children's education, day-care, medical care, dental care, orthodontics, counseling, religious upbringing, extracurricular activities, the parties shall attend mediation with a mutually agreed upon mediator with each party to pay their own mediation fees. Should the Parties be unable to agree upon a mediator or mediation

service, the party requesting mediation will arrange for mediation through Utah Dispute Resolution. A written record shall be prepared of any agreement reached in mediation and a copy provided to each party. If the parties cannot reach a decision in mediation, the parties may present the matter for decision to the Court. No dispute may be presented to the Court in this matter without a good faith attempt by both parties to resolve the issue through mediation. If the Court finds that a party has used or frustrated the dispute resolution process without good reason, then that party shall be responsible for all attorney's fees, court costs and mediation fees.

10. The parent with whom the children are residing at the time will make day-to-day decisions regarding the care, control, and discipline of the parties' children. A parent may make emergency decisions regarding the health or safety of the children when the children are in their care.

11. Both parents shall have access to the children during school and shall have authority to check the minor children out of school. Both parties shall be listed as a point of contact for school communications. In the event the parties' cannot agree on educational decisions, the parties shall attend mediation in an effort to resolve the matter.

12. Expenditures related to cosmetic surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by a child's insurance requires the prior and mutual consent of both parents in writing, with both parents signing the written confirmation. The portions of payment for the procedures are to be negotiated as part of the consent and mutual approval prior to the procedure. The parties shall not inform a minor child of the potential of the procedures and/or have a minor child assess

for any of the procedures prior to receiving the consent of the other parent. A minor child shall not receive the cosmetic, surgery, alternative medicine, orthodontia, or other non-life-threatening medical procedures not covered by the child's insurance, prior to receiving the written consent provided herein. Sanctions for violating this provision include, but are not limited to, a parent being denied reimbursement for said procedure.

13. No insured or uninsured medical or psychological treatment shall be undertaken without knowledge and consent of both parties unless in an emergency. Consent shall not be unreasonably withheld. If parties cannot agree, they shall attend mediation.

14. 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 child or in the life of either parent which may inadvertently conflict with the parent-time schedule. The parties agree to cooperate to accommodate such events and to communicate about them a reasonable time in advance.

15. The parties shall have parent-time with the minor children as set forth above. The receiving parent shall pick up the minor children for their designated parent time. The non-receiving parent shall have the minor children ready for the receiving parent at the time the minor children are to be picked up.

16. Any parental duties or rights not specifically addressed in this plan will be discussed and mutually decided and agreed upon by both parties.

17. Each parent shall provide the other with his current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

18. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor children, in the form of phone, mail privileges and virtual parent-time if the equipment is reasonably available. The children are allowed to contact either parent at any time. When the children request to speak with the other parent, each parent shall make reasonable efforts to facilitate the communication.

19. Parental care shall be presumed to be better care for the minor children than surrogate care and both parties shall be awarded the right of first refusal to provide care for the minor children when the other party would require surrogate care for overnight periods or for non overnight military obligations (drill, annual training, and schools).

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

21. Both parties are restrained from discussing the case in the presence of the minor children or allowing third parties to discuss the case in the presence of the minor children. Furthermore, both parties shall be restrained from making negative, disparaging or derogatory comments about the other parent to or in the presence of the minor children

and shall use their best efforts to restrain third parties from making any such comments in the presence of the minor children.

22. Neither party shall make social media posts about the other party or publicly disparage the other party.

23. The parties shall not introduce anyone that they are dating to the minor children unless they are in a committed and exclusive relationship. Advance notice shall be given to the other party prior to introducing the children to their significant other.

24. The parties shall create a shared calendar which the parties shall maintain and use to communicate with the other parent about events for the minor children.

25. Both parties are mutually restrained from using illegal narcotics or consuming alcohol to excess while caring for the minor children or before transporting the minor children. The parties shall keep all alcohol or drugs locked away from the minor children.

26. If one party fails to comply with a provision of this parenting plan, the other parties' obligations under the Parenting Plan are not affected.

**\*\*\*ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE  
COURT'S SEAL AT THE TOP OF THE FIRST PAGE\*\*\***

APPROVED AS TO FORM this 25<sup>th</sup> day of November 2024.

*E-signed by Wade Taylor  
with permission of Craig Donald Howell*

*/s/ Craig Donald Howell*

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CRAIG DONALD HOWELL

*Petitioner*

*E-signed by Wade Taylor  
with permission of Brittany Hunsaker Howell*

*/s/ Brittany Hunsaker Howell*

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BRITTANY HUNSAKER HOWELL  
*Respondent*

**CERTIFICATE OF SERVICE & RULE 7 NOTICE**

I hereby certify that on the 16th day of November 2024, I caused a true and correct copy of the foregoing *Proposed Decree of Divorce* to be served on the following by the method indicated below. Further, the Proposed Decree shall be submitted in accordance with Rule 7 of the *Utah Rules of Civil Procedure*.

EMAIL:

CRAIG DONALD HOWELL  
*Petitioner*  
Email: craig.d.howell1@gmail.com

BRITTANY HUNSAKER HOWELL  
*Respondent*  
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