



Jared T. Hales (10767)
McConkie Hales & Gunn
4055 South 700 East, Suite 205
Salt Lake City, UT 84107
Phone: 801-883-9649
Email: Jared@mhg-law.com

Attorney for Respondent

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

<p>EMILY LOCKHART BRITTON, Petitioner, vs. MAXWELL CLANCY BRITTON, Respondent.</p>	<p>DECREE OF DIVORCE Case No. 204905374 Judge: Amber Metler Commissioner: Joanna Sagers</p>
--	--

This matter came before the Court on a Verified Petition for Divorce filed with the Court on September 15, 2020. On February 19, 2021, the parties signed a Stipulation, filed with the Court on February 23, 2021, and an email agreement dividing assets found after mediation, filed with the Court on February 24, 2021, that resolved all of the disputes in the above matter. The Court having reviewed the file in this matter, has determined that, based upon the documents provided, the Court has jurisdiction to enter a final Decree of Divorce. The Court having previously entered Findings of Fact and Conclusions of Law now

ORDERS, ADJUDGES, AND DECREES

1. Child. The following are the minor children of the parties.

1.	Name	2.	Date of Birth
3.	I.M.B.	4.	Sept. 2016
5.	C.C.B.	6.	March 2018

PARENTING PLAN

2. Physical Custody. Parties are awarded joint physical custody of the minor children designating Emily as the primary residential parent and subject to Maxwell's parent time schedule as outlined in the Parent Time section below.
3. Legal Custody and Educational Plan. The parties are awarded joint legal custody of the minor children subject to the following provisions:
 - a. Information Access. The parties shall both have access to medical records, school records, court records, and any other information or records concerning their children.
 - b. Day to Day. Both parties shall have the authority to make routine decisions regarding the children's day-to-day activities when the children are in his or her care.
 - c. Emergency. In the event of an emergency, the party exercising the parent time shall have the authority to make any initial decision regarding emergency medical care and that party shall be under the affirmative duty to contact the other parent as soon as is possible after ensuring that the child is safe.

- d. Schools. Parties will decide where the children will attend school together. Neither party may unilaterally bind the other party to pay for the costs of a private school. If the parties cannot reach an agreement on where the children attend school, then Emily will be considered the residential parent for school purposes.
- e. Emergency Contact and Check Out. Both parties will be listed as emergency contacts at the school and both will have authority to check the children out of school and also authority to designate responsible adult individuals with whom the children are familiar to pick up from school. Neither party will check out the minor children during the other's parent time without written permission from the other parent. Texts may constitute written permission.
- f. Dispute for Educational Plan. The parties will follow the Dispute Resolution Plan below.
- g. Religion. Each party shall be allowed to participate in religious activities of his or her choice during their parent time.

4. Dispute Resolution. The parties shall meaningfully discuss issues regarding the minor children's education, medical issues, as follows:

- a. The parties shall communicate via text for immediate scheduling concerns.

- b. The parties shall communicate via telephone for emergency situations.
- c. The parties shall communicate via email regarding major decisions that need to be made for the children and make efforts to come to a mutual agreement.
- d. If parties cannot come to a mutual agreement after speaking to experts in the field of dispute, Emily will be awarded presumptive decision making authority subject to mediation or court if Maxwell does not agree.

5. Parent-Time. Parent-time with the Minor Children shall be as the parties may agree. If the parties cannot agree, Max shall be awarded the following parent time schedule:

- a. From March 1 to March 31, 2021. Max is awarded parent time pursuant to 30-3-35 as follows:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	evening				X	X	7pm
WEEK 2	evening						
WEEK 3	evening				X	X	7 pm
WEEK 4	evening						

- b. From April 1 to April 30, 2021. Max is awarded parent time based on a 4 of 14 schedule as follows:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY

		Y	AY	AY	Y	AY	Y
WEEK 1	X				X	X	X
WEEK 2	eve						
WEEK 3	X				X	X	X
WEEK 4	eve						

c. Thereafter on a Permanent Basis. Max is awarded parent time pursuant to Utah Code 30-3-35.1 as follows:

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
WEEK 1	X				X	X	X
WEEK 2	X						
WEEK 3	X				X	X	X
WEEK 4	X						

6. There will be no make up parent time. If Max cannot exercise his parent time due to his traveling schedule, he will not be awarded make up parent time.
7. Transportation and Exchanges. Exchanges will be at school whenever possible. In the event that exchanges do not occur at school, the receiving parent will provide the transportation to begin his or her parent time. The party exercising an overnight will be responsible for getting the child to school in the morning. When school is not in session exchanges shall be at 8:00 a.m.
8. Holidays, Summer and Extended Parent Time. The holidays shall be as the parties agree. If the parties cannot agree the holidays will be

pursuant to Utah Code §30-3-35.1 designating Emily as custodial and Maxwell as non-custodial for purposes of dividing Holiday parent time only. The parties agree that this assigned holiday time takes precedence over regularly scheduled parent-time.

9. Summer Parent Time. Summer parent time will be pursuant to Utah Code 30-3-35.
10. Notification of Summer Parent Time. Both parents shall provide notification of extended parent-time or vacation weeks with the children by May 1 each year with Emily having first choice of extended time in odd numbered years and Max having first choice of extended time in even numbered years. If a parent does not provide notification of extended time by May 1, they may provide notification 30 days in advance so long as it does not interfere with the other's already chosen extended time or holidays.
11. Relocation. The parties will abide by Utah Code §30-3-37.
12. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children.
13. First Right of Refusal. If either party needs consistent daycare and the other person is available to regularly provide said care, they will be given the first right of refusal to do so. If one of the parties is not personally available to care for the minor children overnight, they

will offer the other the first right of refusal. Sleepovers for the child when the parent is available and in town shall not trigger the first right of refusal

14. Disparagement. The parties shall not make disparaging remarks to one another or to their children about one another or in the children's presence, either verbally, in writing or otherwise.

15. The parties shall not use the children as messengers or involve the children in adult issues.

16. Overnight travel. The parties shall provide an itinerary to the other parent whenever they will be traveling away from their primary residence overnight with the children. An itinerary shall include how the party is traveling (flight numbers and times, route by car, etc.), dates of travel, where the party will be staying, and any emergency contact information. This information is provided for peace of mind and shall not be used by the other party to harass or annoy. When possible, the parties shall provide two weeks' notice of this itinerary to the other party.

17. Communication. The parties shall communicate primarily through email or text and shall limit their conversations to issues related to parenting or parent-time issues. The parties shall be civil in their communications. Name-calling and vulgar language are never considered civil. The parties may communicate by phone so long as

both parties agree to use this form of communication. Phone communication is always permitted in medical emergencies and other serious emergencies. Regular communications shall include the following:

- a. Notice of all significant school, social, sports, religious, and community functions in which the child is participating or being honored.
- b. Calendaring doctor, therapist, dentist, and vision appointments.
- c. Concerns over behavioral, physical, emotional, school, or other issues for individual children.
- d. Any other miscellaneous issues related to the children.
- e. Each party shall respond in a timely manner to parenting issues.

In general, parents shall respond within one to two days if the communication is by email or within 24 hours if by text.

18. Mutual Restraints. The parties shall abide by the following mutual restraints:

- a. Both parties are mutually restrained from going to the other's property without written invitation unless it is for a scheduled parent-time exchange. Neither party shall enter the residence of the other party without written permission.

- b. Both parties are restrained from accessing either party's emails, social media accounts, or electronic accounts, financial or otherwise.
- c. 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 shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or the party shall remove the children from such circumstances.
- d. The parties are mutually restrained from making any threatening, demeaning, or disparaging statements to each other or third parties, or making such statements in a manner in which the other party may reasonably be expected to learn of them.
- e. The parties shall not discuss the details of the divorce with the minor children, including if there is ongoing litigation or speculation about parent-time or custody changes.
- f. The parties shall not make any demeaning or disparaging comments about each other to the minor children, or in a manner in which the minor children might reasonably be likely to overhear. This includes when the children are in the same home when the comment is made, as sound can travel through

walls easily. For the purpose of this provision, demeaning or disparaging comments include any reference to the other parent in any way other than a positive light. In short, the parents shall not say or do anything that would diminish the love and affection for the other parent, nor allow third parties to do the same in the children's presence.

- g. Neither party shall use the other party's likeness, picture, name and identification, or credit of the other party to obtain credit, open an account for any service, or obtain any other service.
- h. Both parties will ensure that all electronic devices the children will have access to while exercising parent-time, whether at a residence or away from a residence, shall have appropriate filters or passwords to prevent inadvertent or intentional access to pornography or age-inappropriate content.
- i. The minor children will not participate in sleepovers with third parties except Grandparents.
- j. The parties agree the children shall not have as their own device a cell phone, tablet, or other similar device (excluding video game systems) that can potentially access age-inappropriate material until the reach the age of 14 unless both of the parties agree otherwise in writing.

- k. Neither party shall consume alcohol to the point of inebriation while exercising parent-time of the minor children. Inebriation shall be defined as the legal limit to operate in vehicle in the State of Utah, currently a .05 BAC.
- l. Neither party shall exercise corporal punishment for the minor children (including spanking or any other form of physical punishment or discipline), nor allow third parties to do the same.

END OF PARENTING PLAN

FINANCIAL ITEMS

- 19. Child Support. The parties stipulated to all issues regarding support for the children including, but not limited to, the amount and terms of child support, medical insurance coverage, out-of-pocket medical expenses, daycare, and dependency exemptions, all of the terms of which are outlined in the *Stipulation and Property Settlement Agreement* and *Findings of Fact and Conclusions of Law*, and those terms are ratified herein.
- 20. Vehicles. The parties stipulated to all issues regarding the division of vehicles, including but not limited to, the award of each vehicle and the assignment of liability thereon, all of the terms of which are outlined in the *Stipulation and Property Settlement*

Agreement and Findings of Fact and Conclusions of Law, and those terms are ratified herein.

21. Personal Property. The parties stipulated to all issues regarding the division of personal property, all of the terms of which are outlined in the *Stipulation and Property Settlement Agreement and Findings of Fact and Conclusions of Law*, and those terms are ratified herein.
22. Real Property. The parties stipulated to all issues regarding the division of real property, all of the terms of which are outlined in the *Stipulation and Property Settlement Agreement and Findings of Fact and Conclusions of Law*, and those terms are ratified herein.
23. Financial Assets. The parties stipulated to all issues regarding the division of all other financial assets of the parties, all of the terms of which are outlined in the *Stipulation and Property Settlement Agreement, Email Agreement of the Parties* on file with the Court, and *Findings of Fact and Conclusions of Law*, and those terms are ratified herein.
24. Debts and obligations. The parties are unaware of any debts currently owing. In the events such debts do exist, each shall be responsible for all debts in their own names.
25. Business Interests. The parties stipulated to all issues regarding the division of any business interests, including but not limited to, the division of businesses and the assignment and

indemnification of any liabilities, all of the terms of which are outlined in the *Stipulation and Property Settlement Agreement* and *Findings of Fact and Conclusions of Law*, and those terms are ratified herein.

26. Lump Sum Settlement. The parties stipulated to all issues regarding the payment of any lump sum settlement, including but not limited to, the terms of payment, all of the terms of which are outlined in the *Stipulation and Property Settlement Agreement*, *Email Agreement of the Parties* on file with the Court, and the *Findings of Fact and Conclusions of Law*, and those terms are ratified herein.

27. Alimony. Neither party is awarded alimony. Both parties waive and relinquish the right to receive alimony from the other both now and in the future.

28. Back Owing Payments, Reimbursements, and Arrears. Both parties are deemed current on all financial obligations to the other as of the date of the Stipulation. Neither owes the other any further arrears.

29. 2020 Taxes. The Parties will file 2020 taxes jointly and divide equally any refund or amounts owing.

30. Taxes. Emily will claim the youngest child each year. Max will claim the oldest child year. When only one child remains, Emily will be awarded the right to claim that child on odd numbered years and Max on even numbered tax years.

END OF FINANCIAL ITEMS

31. Name Change. Emily may be restored the use of her maiden name of Lockhart, should she so choose.
32. Attorney's Fees and Costs. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.
33. Dissolution of the Marriage. The marriage of the parties is hereby dissolved.

Executed and entered by the Court as indicated by the seal at the top of this document.

/s/ Dustin Hardy
Dustin Hardy
Signed by Jared T. Hales, with permission
Attorney for Respondent

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of five days (5) plus three days (3) for mailing unless written objection is filed within that time period.

Dated this the 5th day of March, 2021.

/s/ Jared T. Hales

Jared T. Hales

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of March, 2021, I caused a true and correct copy of the foregoing to be served, pursuant to Utah Rule of Civil Procedure 5(b), on the following person(s), by the means indicated herein.

Dustin Hardy
dhardy@choicelegalservices.org

U.S. Regular Mail
 Hand Delivery
 Facsimile Transmission
 E-filing/Emailing

/s/ Sarah Wells
Sarah Wells