

The Order of the Court is stated below:

Dated: September 13, 2022 /s/ 02:43:20 PM

RANDALL SKANCHY  
District Court Judge



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

IN THE MATTER OF THE MARRIAGE  
OF:

JESSICA LYN GILBERT,

Petitioner,

AND

BRIAN JAMES GILBERT,

Respondent.

**DECREE OF DIVORCE**

Civil No. 224902237

Judge Randall Skanchy

Commissioner Joanna Sagers

Based upon the *Verified Petition for Divorce*, the Findings of Fact and Conclusions of Law previously entered, and the Parties' *Stipulation and Settlement Agreement* signed on August 29th, 2022, the pleadings on file, and the Court being fully advised in the premises, **IT IS**

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

The bonds of matrimony heretofore existing by and between Petitioner and Respondent are hereby dissolved and Petitioner is awarded a Decree of Divorce from Respondent, to become absolute and final upon entry by the court.

**PROVISIONS RELATING TO JURISDICTION**

1. The parties have been actual residents of Salt Lake County for several years and no other state has jurisdiction over the child Utah is the home state of the child.

2. Petitioner and Respondent were married around August 7, 2010 in Salt Lake County and are presently married. The parties separated on or about April 25, 2022.

3. Jurisdiction and venue are proper in this Court pursuant to Utah Code Ann. § 30-3-1(2) (1997); Utah is the home state of the minor child and the parties lived together in the State of Utah.

#### **PROVISIONS RELATING TO GROUNDS**

4. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

#### **PROVISIONS RELATING TO CHILD**

5. There has been one child born as issue of this marriage to wit: **[K.L.G., DOB 01/31/2014]**

6. Pursuant to Rule 100 Utah Rules of Civil Procedure, the parties state, upon information and belief, that there are no proceedings for custody of the above-named minor child filed or pending in the Juvenile Court.

#### **PROVISIONS RELATING TO THE UNIFORM CHILD CUSTODY JURISDICTION AND ENFORCEMENT ACT**

7. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. § 78B-13-101 *et seq.* in that:

a. Utah is the home state of the minor child at the time of commencement of this proceeding.

b. Pursuant to Utah Code Annotated § 78B-13-209, said minor child

currently resides at 11652 S. Eaglebend Road, Sandy, UT 84094.

- c. Petitioner has not participated as a party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation/parent time with the child.
- d. Petitioner has no information of any proceedings that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.
- e. Petitioner does not know of any person, not a party to these proceedings who has physical custody of the child or who claims rights of legal custody or physical custody of, child support or visitation/parent time rights with respect to the child.

#### **CHILD CUSTODY, PARENT-TIME AND PARENTING PLAN**

8. **Joint Legal Custody/Decision Making Process:** The parties shall be awarded joint legal custody of the minor child.

9. **Physical Custody and Parent Time:** For one year the parties shall abide by the following:

a. Petitioner shall be awarded primary physical custody of the minor child. Parent-time shall be as the parties agree. If the parties do not agree, Respondent shall have parent-time according to Utah Code Ann. §30-3-35, with the stipulation that Respondent may have a Sunday overnight on his parent-time weekend and an extra weekday visit. Weekday visits shall be Tuesdays and Wednesdays. The parties shall continue to share in transportation for school as

agreed.

b. After one year, if Respondent has used 80% of his parent-time, the schedule shall convert to Utah Code Ann. §30-3-35.1, with Petitioner being designated as the custodial parent for purposes of the schedule. Respondent's weekday overnight shall be Thursday. If Respondent has not used 80% of his visitation time, then the schedule shall remain the same as in subsection "a" of this paragraph.

10. **Right of First Refusal:** Each parent shall have an optional right of first refusal if the party exercising parent-time will not be with the child for a period of four hours or more. The party exercising the right of first refusal shall be responsible for transportation. If a parent is going to be without the child for a period of four hours or more, they shall communicate such to the other parent and offer the other parent the right of first refusal.

11. **Pickup and Delivery for Parent Time:** Both pick-up and drop off shall be as they agree, unless an agreement cannot be reached, the parties exercising parent time, will pick up the minor child.

12. **Summer/Extended Parent Time:** For the first year of parent-time, the parties will exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §30-3-35 if they cannot agree. If after one year, the schedule converts to Utah Code Ann. §30-3-35.1, the parties will exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §30-3-35.1 if they cannot agree. If after one year, the schedule remains the same as in year one due to Respondent not using 80% of his visitation, then the parties will exercise summer/extended parent time as they agree, or pursuant to Utah Code Ann. §30-3-35 if they cannot agree. Notice of summer parenting time shall be made in writing by May 1 of each year, with Petitioner electing first on even-numbered years and Respondent selecting first on odd-

numbered years.

13. **Holidays:** Holidays shall be as they agree, or pursuant to Utah Code Ann. §30-3-35.1 if they cannot agree, with Petitioner being named the custodial parent for purposes of the schedule. In addition to the statutory holiday schedule, on each party's birthday, they shall be entitled to parent-time with the minor child from after school through 9 PM. Holidays shall supersede the regular parent-time schedule.

14. **Relocation:** If either of the parties intends to relocate, the relocating parent shall give the other 60 days' notice along with his/her new contact information, and at a minimum, parent time shall be subject to the relocation provision contained in Utah Code Ann. § 30-3-37.

#### **PARENTING PLAN**

15. **Advisory Guidelines:** In addition to the parent-time schedules provided in Utah Code Ann. § 30-3-35 and Utah Code Ann. § 30-3-10.9, the following advisory guidelines in Utah Code Ann. §30-3-33 shall govern all parent-time arrangements between parents in the event the parties do not agree to the parent time schedule.

16. Day-to-day decisions involving the child shall be made by the parent with whom the child is then located. Emergency decisions affecting the health or safety of the child shall be made by the parent who is with the child at that time. Significant decisions involving legal matters, health, education and religious upbringing, shall be discussed in advance in an attempt to reach an agreement. The minor child shall remain with her current doctor and school (and feeder schools) unless agreed-upon by the parties. When the parties cannot come to an agreement, the parties shall make a good faith effort to resolve the issue through the dispute resolution process, as it is declared in Utah Code Ann. §30-3-10.9(4) (*as amended*).

17. Both parties shall have access to the child during school and authority to check

the child out of school, with notice to the other parent and for good cause.

18. **Notice of Events:** The parties shall notify one another 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 are entitled to attend and participate fully.

19. **Access to Records:** Both parents shall have access directly to all school reports and medical records and shall be notified immediately by the other parent in the event of a medical emergency.

20. **Travel:** The parties shall provide notice and an itinerary of any out of state travel with the minor child. Travel shall not interfere with the other parent's parent time unless agreed upon by the parties. The minor child shall not travel out of the United States without express written permission from both parties.

21. **Notice of Contact Information:** Each parent shall provide the other with his or her current address and telephone number within 24 hours of any change.

22. **Notice Regarding Illnesses:** The parties shall notify one another of any illness that the child has while in their home for parenting time. They will also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, dental or mental health professionals.

23. **Sharing of Information:** The parties will use their best efforts to communicate and share information with each other on a frequent basis regarding the child, in order to keep one another aware of what is happening in the child's life.

24. **Reasonable Contact:** Each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child. This includes

virtual parent-time and phone calls.

25. **Mediator:** Any issue of interpretation of what may be reasonable or any dispute regarding time sharing shall first be submitted to a neutral mediator, with each party bearing the expense equally before engaging the court further.

26. If a parent fails to comply with a provision of the parenting plan or a child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

#### **PROVISIONS RELATING TO SUPPORT PAYMENTS**

27. Petitioner is employed and grosses approximately \$3,726 per month for purposes of calculating child support.

28. Respondent is employed and grosses approximately \$4,669 a month for purposes of calculating child support.

29. Pursuant to Utah Code Ann. §78B-12-202 (as amended), for one year, Respondent shall pay child support to Petitioner based on a joint custody worksheet with Petitioner using 244 nights and Respondent using 121 nights, for a total of \$494 per month, which Respondent shall pay to Petitioner for child support. Child support shall begin September 2022. After one year, if the schedule reverts to Utah Code Ann. §30-3-35.1, then child support shall be recalculated to 220 nights for Petitioner and 145 for Respondent, for a total of \$353 per month which Respondent shall pay to Petitioner for child support. If the schedule remains the same, the child support amount shall remain \$494 per month. Child support shall be paid for the benefit of the minor child pursuant to the Uniform Child Support Guidelines until said child becomes 18 years of age, or have graduated from high school during the child's normal and expected year of

graduation, whichever occurs later. The parties shall use ORS for child support collection. Respondent shall be entitled to split his child support payment into two halves, if desired.

#### **PROVISIONS RELATING TO HEALTH INSURANCE**

30. The parties shall follow the provisions of Utah Code Ann. §78B-12-212 (as amended). The parties shall equally share any out-of-pocket medical, dental and health expenses for the minor child. The minor child shall be placed on Respondent's insurance, with both parties sharing the premium cost equally. The parties shall utilize in-network providers whenever possible.

#### **PROVISIONS RELATING TO CHILD CARE RELATED EXPENSES**

31. The parties shall follow the provisions of Utah Code Ann. §78B-12-214 (as amended).

#### **PROVISIONS RELATING TO EXTRACURRICULAR ACTIVITIES AND EXPENSES**

32. The parties shall equally share the extracurricular activity and education expenses of the minor child to which both parties agree in writing, and neither party will unreasonably withhold this agreement.

33. The parties shall honor splitting the costs of current extracurricular activities already in place and into the future if the child so desires to maintain the activity.

34. The parties shall allow the child to attend extracurricular activities even if it is on the parent-time day of the other party.

#### **PROVISIONS RELATING TO ALIMONY**

35. Neither party shall pay the other alimony.

#### **PROVISIONS RELATING TO BANK AND FINANCIAL ACCOUNTS**

36. During the course of the marriage, Petitioner and Respondent have acquired



certain financial accounts. The Joint America First Account shall be split equally if there are any funds remaining and the account shall be closed. The parties shall each retain any other accounts that are in their own individual names.

**PROVISIONS RELATING TO PENSION AND RETIREMENT ASSETS**

37. The parties shall each be awarded their own retirement account in their own name free and clear of any claim from the other.

**PROVISIONS RELATING TO REAL PROPERTY**

38. The parties own marital property located at 11652 S. Eaglebend Road, Sandy, UT 84094. Petitioner shall be granted the opportunity to refinance the marital residence into her own name within 180 days of the date of signing the Stipulation. If she is unable to refinance, the home shall immediately be listed for sale and sold by a mutually agreed-upon realtor. After costs of refinance or sale, any equity shall be split equally between the parties. Commencing September 1, 2022, Petitioner shall be responsible for the expenses on the marital home, including mortgage and utilities. Respondent will transfer the utilities to Petitioner within 30 days of this Agreement.

**PROVISIONS RELATING TO PERSONAL PROPERTY**

39. The parties shall divide their personal property as follow:

<b>Personal Property</b>	<b>Awarded to:</b>
2018 Toyota 4Runner	Jessica
2018 Volkswagen Passat	Brian
1991 BMW	Brian
2 Leather Couches (front room)	Brian
Guitars (2)	Brian
Marshal Amplifier	Brian

Garage Decor	Brian
Farmwood side tables/coffee table	Brian
Apple Macbook Pro	Brian
Computer Equipment Kitchen Table	Brian
Family heirlooms (clock/mirror/lamp)	Brian
Dog named Barley	Brian
Dog named Jack	Jessica
Sony Camera, SD cards, and Lenses	Jessica* (*both parties shall be entitled to a full copy of all photos and data stored)

40. Any property not listed in the above table shall remain the property of the person who currently possesses the property or as the parties agree.

**PROVISIONS RELATING TO DEBT**

41. The marital debts shall be divided as follows:

<b>Debt:</b>	<b>Responsible Party:</b>
America First Credit Card in Brian's Name	Brian
American Express Credit Card	Brian
Citi Bank Credit Card	Brian
Apple/Goldman Sachs Credit Card	Brian
America First Credit Card in Jessica's Name	Jessica

42. Each party shall be responsible for their vehicle debt and any post separation debt.

**PROVISIONS RELATING TO TAX CREDIT**

43. The parties shall pay their 2021 taxes jointly. Respondent shall be entitled to any refund or responsible for any debt for the 2021 taxes and shall indemnify and hold Petitioner

harmless for the same. Beginning 2022, the parties shall rotate claiming the minor child on their federal and state income taxes on an every-other-year basis, with Petitioner claiming the minor child on even-numbered tax years and Respondent claiming the minor child on odd-numbered taxes years. Respondent must be up-to-date on his child support by December 31 of the applicable tax year in order to claim the exemption.

#### **ATTORNEY'S FEES**

44. Each party shall pay their own attorney fees.

#### **PROVISIONS RELATING TO MUTUAL NON-HARASSMENT**

45. The parties shall be subject to the following Mutual Restraining Order:
  - a. Both parties are restrained from saying or doing anything that would tend to diminish the child's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent or family members in front of the child or speaking to the child about the issues in this case, or from attempting to influence the child's preference regarding custody or visitation.
  - b. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest. Neither party shall use the minor child as a "bargaining chip" to influence the actions of the other parent.
  - c. Both parties are restrained from discussing custody issues in front of the child or allowing a third party to do so. The parties are also restrained from

discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child.

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. Neither party shall enter the residence and/or work location of the other party unless they are invited in writing to do so.

f. Both parties are mutually restrained from allowing third parties to do in front of the child 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 shall remove the child from such circumstances.

g. Both parties are restrained from speaking to one another for purposes other than issues related to the child unless both agree to do so otherwise. Both parties shall only communicate electronically (text, email, or parenting app) with each other about issues related to the child.

h. Both parties shall keep the other party informed regarding their current physical address, phone number and email address.

i. In order to provide the minor child time to adjust to her new situation, the parties shall exercise prudence in introducing new romantic partners to the minor child. Neither party shall have a romantic partner spend the night at the house when the minor child is present nor left in the romantic partner's care alone for at least six months from the date of this stipulation.

**MISCELLANEOUS PROVISIONS**

46. Alcohol: Respondent shall refrain from consuming alcohol immediately prior to or during parent-time.

47. Insurance: Upon the Court’s entry of the Decree of Divorce, each party shall be responsible for his and her own policies of health, dental, vision, and automobile insurance.

48. Petitioner may change her name to her maiden name of “Ball” if so desired.

49. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the Decree of Divorce entered by the Court.

**SO ORDERED**

**COURT SIGNATURE AT TOP**

Approved by:

/s/ Martin Olsen  
*Attorney for Respondent*  
(Signed with permission granted  
via email on September 2, 2022)

**CERTIFICATE OF SERVICE**

I hereby certify that on this 9th day of September, 2022, the office of Michael T. Thornock electronically filed the foregoing **DECREE OF DIVORCE** with the Clerk of the Court using the ECF system, giving automatic notice to the following:

Martin Olsen  
*Attorney for Respondent*

/s/ Michael T. Thornock