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**IN THE THIRD JUDICIAL DISTRICT COURT**

**SALT LAKE COUNTY, STATE OF UTAH**

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<b>In the matter of the marriage of:</b>	<b>DECREE OF DIVORCE</b>
<b>ERIN EBERT</b>	
<b>and</b>	<b>Case No: 244903057</b>
<b>BRIAN EBERT</b>	<b>Judge: Keith Kelly</b>

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The above-captioned matter having come before the above-referenced court, the Court having reviewed the file and finding the necessary pleadings in the file, the Court having entered its Findings of Fact and Conclusions of Law, and being otherwise fully advised, states:

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

Termination of Marriage

1. Erin Ebert is awarded a divorce from Brian Ebert and the marriage between the parties is hereby terminated.

Minor Children

2. The parties have one minor child together: C. E. (Born: 03/2007)

#### UCCJEA

3. Utah has jurisdiction over the custody, parent-time, and child support issues described herein pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act ("UCCJEA") because Utah is, and was at the time the Petition was filed, the home state of the subject minor child as defined in Utah Code Section 78B-13-102(7).

#### URCP Rule 100

4. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, the UCCJEA, Utah Code 78B-13-101 et seq. and the Uniform Interstate Family Support Act, Utah Code 78B-14-101 et seq., the parties are unaware of the existence of any of the following:
- a. a case in which a party to this action or the party's child is the subject of a petition or order involving child custody, child support or parent time;
  - b. a criminal or delinquency case in which a party to this action or the party's child is a defendant or respondent; or
  - c. a protective order case involving a party to this action.

#### Legal Custody

5. The parties are awarded joint legal custody of the minor child subject to the parenting plan that follows:

#### **PARENTING PLAN**

#### Decision Making

9. Each party may make day to day decisions while the child is in their care or custody.

**10.** Each party may make emergency decisions while the child is in their care or custody but must notify the other parent of the emergency as promptly as possible under the circumstances.

**11.** The parties will discuss all important or major decisions; including, but not limited to, non-emergency medical decisions, educational decisions, and religious decisions; regarding the minor child and make good faith efforts to come to an agreement.

#### Dispute Resolution

**12.** If the parties cannot agree on an important or major decision regarding the child, then the parties will:

**a.** First, consult any professionals that may have relevant feedback for a particular issue regarding the minor child. (Such as doctors, counselors, teachers, coaches, etc.)

**b.** Second, if the parties still cannot agree they shall attend mediation to attempt to resolve the dispute.

#### Final Say

**13.** If there is an important or major decision that has not been resolved by the parties per the dispute resolution process outlined above or if the decision is urgent and cannot wait for the parties to follow the dispute resolution process, then Erin Ebert will have final say on the issue.

**14.** Brian Ebert may have any final say decision made by Erin Ebert reviewed by the Court if he desires to do so.

### Education Plan

15. Erin Ebert's home or residence will be used for the purpose of identifying where the child are enrolled in school unless the parties agree otherwise.
16. Erin Ebert has final say decision making authority for education decisions if the parties cannot agree.
17. Both parties may have authority to check the child out of school but should not do so without good reason nor should they do so in order to exercise parent-time.

### Holidays

18. Holiday parent-time are shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to agree they are divided pursuant to the provisions of the following table (taken from Utah Code 30-3-35.1) with Erin Ebert designated as the custodial parent for purposes of the holiday schedule:

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
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 Dr. Martin Luther King Jr. Day; or	Odd years	Even Years

	(b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.		
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 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 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 break if there is no school.	Odd Years	Even Years
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 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.	All years if noncustodial parent is the mother or other parent designated in the order.	All years if custodial parent is the mother or other parent designated in the order.
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.	All years if noncustodial parent is the father or other parent designated in the order.	All years if custodial parent is the father or other parent designated in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even Years	Odd Years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd Years	Even Years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th 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.	Odd Years	Even Years

	(2) Holiday ends: (a) upon delivering 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.		
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 school is dismissed for fall break. (2) Holiday ends: (a) upon delivering 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 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even Years	Odd Years
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.	Even Years	Odd Years

	(2) Holiday ends: (a) upon delivering 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.		
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 27th at 7 p.m.	Odd Years	Even Years
Winter Break (Second Half)	(1) Holiday begins on December 27th 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

#### Uninterrupted/Extended Time

**19.** The parties will each have two weeks of uninterrupted time in the summer. Each party will notify the other party of when they intend to take their uninterrupted time by May 1<sup>st</sup> of each year with Erin Ebert having first choice in even years and Brian Ebert having first choice in odd years.

**20.** There are no additional extended or interrupted time for either party except by written agreement of the parties.



### Notice for Travel

**21.** For emergency purposes, whenever the child travels with either parent, all of the following will be provided to the other parent:

- (a) an itinerary of travel dates;
- (b) destinations;
- (c) places where the child or traveling parent can be reached; and
- (d) the name and telephone number of an available third person who would be knowledgeable of the child's location.

### Relocation

**22.** If a party intends to move 150 miles or more from the residence of the other parent, they are required to provide 60 days advance written notice of their intent to relocate.

**23.** If the parties cannot agree as to how the relocation will affect parent-time, travel costs, or other aspects of the parenting plan or orders if the court then they are required to follow the provisions of Utah Code Section 30-3-37 regarding the relocation.

### Mutual Restraints

**24.** Each party is mutually restrained from:

- a. Saying anything demeaning or derogatory about the other party in the presence of the minor child and shall remove the child from third parties engaged in such conduct;

- b. Discussing adult issues, including this action with the child and shall remove the child from third parties engaged in such conduct; and
- c. Using the child as a messenger or courier between them.
- d. Questioning the child about their parent-time or relationship with the other parent, interrogating the child about their visitation with the other parent, discussing this case with the child, or bribing or coaching the child to make statements regarding custody or visitation.
- e. Communicating with each other in any manner that is unprofessional, uncivil, or derogatory; that uses name calling, vulgarity, or otherwise inhibits a healthy co-parenting relationship.

25. Parties will not allow or permit third parties to do anything that they themselves are restrained from doing under this Parenting Plan.

#### Virtual Parent-Time/Telephone Contact

26. As long as equipment and service are available both parents are entitled to virtual parent-time, telephone calls, and texting with the minor child during the other parent's time as long as it is at a reasonable hour, for a reasonable duration, and is not disruptive to the plans and activities of the parent who has physical custody of the child at the time.

*\*\*\*End of Parenting Plan\*\*\**

#### Physical Custody

27. The parties are awarded 50/50 joint physical custody with substantially equal parent-time.

#### Parent-Time

**28.** The day to day parent-time schedules are as the parties may agree, if the parties cannot agree then parent-time are a rotating one week-on one week-off parent-time schedule that is flexible to the child's needs, schedule, and desire given that the child is 17 years old.

#### Child Support

**29.** Erin Ebert is ordered to pay child support to Brian Ebert consistent with the uniform child support guidelines using a sole custody child support worksheet.

**30.** Erin Ebert is employed and earns approximately \$11,250 gross per month.

**31.** Brian Ebert is employed and earns approximately \$5,833 gross per month.

**32.** Accordingly, Erin Ebert is ordered to pay child support to Brian Ebert in the amount of \$243 per month.

#### Medical Insurance and Medical Expenses

**33.** Pursuant to Utah Code § 78B-12-212, the parties are ordered to provide the minor child with medical and dental insurance coverage if available at a reasonable cost.

a. The parties are each be required to pay ½ of the medical and dental insurance premiums for the minor child on a per capita basis per statute.

b. If, at any point in time, a dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance of the parent who can secure the best insurance shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan of the other parent shall be secondary coverage for the dependent child. If a parent remarries and his or her dependent child are not covered by the parent's health,

hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.

c. Both parents will provide verification of coverage to the other parent, upon initial enrollment of the dependent child, and thereafter on or before January 2 of each calendar year. The parent shall notify the other parent, of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or shall have known of the change.

d. Each parent will pay one-half (1/2) of all reasonable and necessary uninsured medical or dental expenses incurred on behalf of the minor child, including, but not limited to, orthodontia, vision correction, and psychological services, if necessary.

e. The parent who incurs medical expenses will provide written verification of the cost and payment of medical expenses to the other parent within thirty (30) days of payment and the parent receiving the written verification shall pay their share of the medical expense within 30 days of receiving written verification.

f. In addition to any other sanctions provided by the Court, 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 comply with above.

#### Childcare or Day Care

**34.** The minor child is at an age in which childcare is no longer needed.

Taxes and Tax Exemptions for the Child

**35.** The parties will alternate the right to claim the minor child, with Erin claiming her in even numbered tax years (2024) and Brian claiming her in odd numbered tax years (2025, if applicable).

**36.** Erin Ebert's right to claim the minor child in any years shall be contingent upon being current on her child support per the provisions of Utah Code Section 78B-12-217. If she is not current as of December 31st of an applicable tax year in which she would otherwise be entitled to claim the child, she will forfeit the right to claim the child for that year and Brian Ebert will be allowed to claim the child instead.

Alimony

**37.** Both parties are fully able to support themselves and neither party is awarded alimony from the other now or in the future.

Personal Property

**38.** The personal property that the parties have acquired over the course of the marriage are awarded as follows:

- a.** Erin Ebert is awarded:
  - i.** The Lexus, and
  - ii.** The dog named Mabel.
- b.** Brian Ebert is awarded:
  - i.** The rental trailer (at 193 Teakwood, Pocatello, ID),
  - ii.** The Acura MDX,

- iii. The Honda Civic, and
- iv. The dog named Harvey.

#### Financial/Bank Accounts or Investment Accounts

39. All bank, financial, or investment accounts not otherwise specifically mentioned herein are awarded to the party whose name is on the account.

#### Brian's Book of Business

40. Erin Elizabeth is awarded fifty percent (50%) of the Sell Value of 150 insurance clients that Brian Ebert had on July 15, 2023 (time of Separation) in the amount of \$50,000.00 to be paid at the time of Sell of Insurance Book of Business.

#### Retirement Accounts

41. Both the IRA and ROTH IRA currently held by New York Life are equally divided between the parties.

#### Real Property

42. The parties acquired a home located at 10473 S. Oquirrh Lake, South Jordan, UT 84095 which is awarded to Brian Ebert free and clear of any claims by Erin Ebert.

43. The parties acquired a home located at 4927 Daybreak Parkway, South Jordan, UT 84095 which is awarded to Erin Ebert free and clear of any claim by Brian Ebert.

44. Both parties will execute quit-claim deeds conveying their interest in the above-mentioned homes to the other party.

45. Brian Chad Ebert is awarded the home at 3693 Sochi Lane, St, George, UT 84790.

46. The rental home located at 650 East 200 North #2, Price, UT will be put in a Joint Trust or Joint LLC, to be owned 50/50 and be used for the parties' children. All rental income from this property shall go to a joint bank account in Zions Bank to be used as agreed upon by the parties.

#### Debts

47. Each party will assume any and all debts or liabilities associated with real property and vehicles or other personal property that they are being awarded herein and are strictly required to hold the other party harmless and indemnify the other party therefrom.

48. Each party is restrained from obtaining or incurring future debts in the name of the other party.

#### Attorney's Fees and Costs

49. The parties will each pay their own attorney's fees and costs incurred in prosecuting this action if uncontested.

#### Miscellaneous Provisions

50. Erin Elizabeth Ebert is allowed to change her name back (if she so desires) to her maiden name: Erin Elizabeth DeFrancis

51. Each party is ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

**\*\*SEE COURT SIGNATURE STAMP AT THE TOP OF THE FIRST PAGE\*\***

**Approved as to form and content:**

/s/ Brian Ebert

**BRIAN EBERT**

**Respondent**

*Esigned by Braden Wamsley w/ Permission of  
Brian Ebert via email on 7/30/2024.*