FILED
APR 20 2017
MADISON COUNTY

Wendy A. Sebright
Full Name of Party Filing Document

518 N 2nd N
Mailing Address (Street or Post Office Box)

Rexburg, ID 83440
City, State and Zip Code

(707)-430-3431
Telephone

wendycuster92@gmail.com
Email Address (if any)

IN THE DISTRICT COURT FOR THE 7th JUDICIAL DISTRICT
FOR THE STATE OF IDAHO, IN AND FOR THE COUNTY OF Madison

Wendy A. Sebright,
Petitioner,
vs.
Albert N. Sebright Jr.,
Respondent.

Case No. CV-2017-34

STIPULATION FOR ENTRY OF DECREE OF DIVORCE

The above-named parties agree and stipulate that the Court may enter the decree a copy of which is attached to this Stipulation. The parties state:

1. Irreconcilable differences exist between the parties and within their marriage which constitute substantial reasons for not continuing the marriage of the parties and the marriage should be dissolved.
2. This court has jurisdiction of this matter.
3. The proposed decree results in a substantially equal division of our property, considering debts, and thus fairly and equitably divides such property and debts.
4. The Petitioner has resided in Idaho for more than six weeks prior to the filing of the Petition.
5. ☒ The custody and visitation provisions in the Decree are in the best interests of the parties' minor child/ren; **or**
   ☐ No minor children were born of this marriage.
6. We waive our right to appear personally in court to present testimony as to the foregoing and ask that the Court enter the Decree without a Court hearing.

7. We waive entry of findings of fact and conclusions of law pursuant to Rule 801, I.R.F.L.P.

CERTIFICATION UNDER PENALTY OF PERJURY

I am the ☒ Petitioner ☐ Respondent in this case, and I have read this document. I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

Date: 04/20/2017

Wendy Sebright
Typed/Printed Name

Wendy Sebright
Signature

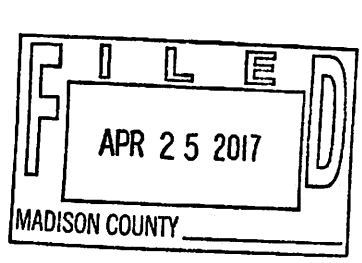
CERTIFICATION UNDER PENALTY OF PERJURY

I am the ☐ Petitioner ☒ Respondent in this case, and I have read this document. I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct.

Date: 04/20/2017

Albert Nelson Sebright
Typed/Printed Name

Albert N Sebright
Signature



Wendy A. Sebright
Full Name of Party Filing Document

518 W 2nd N
Mailing Address (Street or Post Office Box)

Rexburg, ID 83440
City, State and Zip Code

(707)-430-3431
Telephone

wendycuster92@gmail.com
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IN THE DISTRICT COURT FOR THE 7th JUDICIAL DISTRICT
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Wendy A. Sebright,
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vs.
Albert N. Sebright Jr.,
Respondent.

Case No. CV-2017-34

DECREE OF DIVORCE

JUDGMENT IS ENTERED AS FOLLOWS:

1. **Divorce.**
   The bonds of matrimony now existing between the Petitioner and the Respondent are dissolved on the grounds of irreconcilable differences, and the Petitioner is awarded an absolute decree of divorce from the Respondent.
2. **Minor Children.**
   The parties are the parents of the following child/ren, who is/are under the age of 18 years, or 19 years and still pursuing a high school education:

Name	Date of Birth
Evelyn Irene Sebright	11/18/2013
Julie LeAnne Sebright	07/19/2015

3. **Child Custody.**

A. Legal Custody of Minor Child(ren).

☒ Both parents are awarded joint legal custody of their child/ren. **or**

☐ (name) _____ is awarded sole legal custody of the child/ren.

B. Physical Custody of Minor Child(ren).

☐ Both parents are awarded joint physical custody of their child/ren

☐ on the terms and according to the attached Parenting Plan.

or

☐ as follows: _____

_____

_____

_____

or

☒ (name) Wendy A. Sebright is awarded sole physical custody of the child/ren. **And**

☒ (name) Albert N. Sebright Jr. shall have time with the child/ren

☒ on the terms and according to the attached Parenting Plan **or**

☐ as follows: _____

_____

_____

_____

_____

_____

4. **Child Support.**

☒ Child support shall continue as set in Case No. CV-2017-34, entered in Madison County, State of Idaho, on (month/day/year) 01/13/2017. (If checked skip to section 5.) **or**

☐ The child support in Case No._____, entered in _____ County, State of _____, on (month/day/year) _____ has been consolidated into this case. The child support is modified and the Decree issued by this Court controls. All terms of the Court's prior Order(s), Judgment(s) or Decrees(s) not modified by this Decree remain in full force and effect. **and/or**

☒ Child support shall be paid by (name) Albert Nelson Sebright Jr. . Child support shall be paid as follows:

Basic Child Support Amount
Pick one:

☐ Mother shall pay $_____
☒ Father shall pay $ 514

Health Insurance Premiums
Monthly cost for children $?
Mother pays % 37
Father pays % 63

Costs shall be: *(Pick one)*
☐ paid directly between parents
☐ added to or subtracted from basic child support +/- $_____

Tax Benefits
☐ As detailed in paragraph (f) below
Mother's share % 37
Father's share % 63
Basic child support increased or decreased by +/- $ 111

for a total of Basic Child Support Amount with adjustments of: $ 625 per month.

Child support payments shall begin on the 20 day of the month after the Decree of Divorce is signed and continue to be paid on the same day of each following month until the child/ren for whom support is being paid reach/es the age of eighteen (18). If a child for whom support is being paid continues his/her high school education after reaching the age of eighteen (18) years, child support payments shall continue until the child discontinues his/her high school education or reaches the age of nineteen (19) years, whichever is sooner. **Payment shall be made payable to the Department of Health and Welfare and sent to Idaho Child Support Receipting, P.O. Box 70008, Boise, ID 83707-0108.**

Notice

The court is required to order income withholding in all child support orders. Income withholding is enforced by a withholding order issued to the paying parent's employer without additional notice to the paying parent, according to Idaho Code Section 32-1204.

The support order can also be enforced by license suspension or the filing of a lien upon all real and personal property of the paying parent.

a. Multiple Children. (if applicable)

☐ If this child support order has not been modified, when one child is no longer entitled

to support, child support for the remaining child/ren shall continue and will be paid by (name)_____ in the total adjusted support amount of $_____ per month; when two children are no longer entitled to support, child support for the remaining child/ren shall continue and will be paid by (name)_____ in the total adjusted support amount of $_____ per month; when three children are no longer entitled to support, child support for the remaining child/ren shall continue and will be paid by (name)_____ in the total adjusted support amount of $_____ per month.

b. Extended Visits. (if applicable)

☒ When the parent who has custody 25% of the time or less is paying child support and has physical custody of the child/ren for 14 or more overnights in a row, the amount of basic child support shall be reduced for that period of time. However, visitation of two overnights or less with the other parent shall not eliminate the reduction of basic child support during extended visits. The child support reduction for the period of the actual physical custody shall be ☐ 50% **or** ☒ (other percentage) 25 % of the basic child support obligation. The reduction shall be subtracted from the child support payment due the month following the extended visit.

☒ If the parent paying child support has physical custody of some but not all of the children for a period of 14 overnights in a row, before a reduction is made, the basic child support obligation shall first be divided by the number of children under eighteen (18) years of age. The parent who pays child support can only claim a reduction for the child/ren in that parent's custody.

c. Work-Related Childcare Expenses.

☒ The actual net out-of-pocket costs for work-related child care shall be paid 63 % by Father and 37 % by Mother. Payment shall be made directly to the child care provider by both parents according to arrangements made with the care provider if permitted by the care provider. Otherwise, if one parent pays the child care provider any portion of the other parent's share of costs, the non-paying parent shall reimburse the paying parent within 10 days after the paying parent provides a copy of the invoice and proof of payment.

d. Medical, Dental, and/or Optical Insurance.

☒ (name) Albert Nelson Sebright Jr. shall continue to provide health insurance for the minor child/ren, so long as it is reasonably available through that parent's employment. If such insurance becomes unavailable to the parent currently providing insurance, the parent first reasonably able to obtain group health insurance through employment shall do so. **or**

☐ The parent first reasonably able to obtain group health insurance through employment shall do so.

☐ The total child support amount includes the actual cost paid by either parent for health insurance premiums for the child/ren. That cost, whether being paid now or incurred in the future, shall be prorated between the parents in proportion to their guidelines income in the percentages noted above.

☐ The total child support amount does not include any actual cost paid by either parent for health insurance premiums for the child/ren. That cost, whether being paid now or incurred in the future, shall be prorated between the parents in proportion to their guidelines income in the percentages noted above. The payment shall be in addition to the basic child support award and promptly paid or reimbursed directly between the parents.

Notice

Where medical insurance is provided, each parent shall be ordered to provide the other with all medical insurance information necessary to obtain health care and process insurance claims for the child/ren. Insurance proceeds shall be applied first to unpaid medical bills and then to reimburse the paying parent for any prepaid medical costs. Both parents shall be ordered to sign any needed document that provides continuing health care for the child/ren.

Failure to provide medical insurance coverage may result in the direct enforcement of a medical support order by either the obligee (party or parent other than the parent ordered to carry or provide a health benefit plan for the parties' minor child/ren) or the Department of Health and Welfare. A national medical support notice will be sent to your employer, requiring your employer to enroll the child in a health benefit plan as provided by Sections 32-1214A through 32-1214J, Idaho Code, and applicable rules of the department.

e. Health Care Costs.

The actual cost paid by either parent for health care expenses for the child/ren not paid in full by insurance, including, but not limited to, insurance premiums, orthodontic, optical and dental, shall be prorated between the parents. Father shall pay

63 % and Mother shall pay 37 %. Any health care for the child/ren (whether for psychiatric, psychological, special education, addiction treatment, or counseling in any form, and including regular medical or dental care), whether or not covered by insurance, that would result in an actual out-of-pocket expense of over $500 to the parent who did not incur or consent to the expense, must be approved in advance, in writing, by both parents or by prior court order.

All health care payments shall be in addition to the basic child support award and shall be promptly paid or reimbursed directly between the parents.

f. Tax Benefits & Exemptions.

The parent not receiving the exemption(s) shall sign the required Internal Revenue Service form(s) to release the claim to the exemption(s).

The state and federal income tax dependency exemptions for the child/ren are assigned as follows:

☐ Mother shall claim:_____

_____

☒ Father shall claim:_____

_____

The parent not receiving the exemption(s) is awarded a pro rata share of the value of income tax benefit in proportion to his/her guidelines income which is either a credit against or in addition to the basic child support obligation.

5. Separate Property.

☒ No separate property is awarded to either party. **Or**

☐ The separate property listed in the attached Schedule is confirmed as the Husband's separate property, and Wife shall return to Husband any such property in Wife's possession.

☐ The separate property listed in the attached Schedule is confirmed as the Wife's separate property, and Husband shall return to Wife any such property in Husband's possession.

6. Community Real Property.

☒ No community real property is awarded to either party. **Or**

☐ Community real property is awarded as set out in the attached Schedule.

7. Community Personal Property.

☐ No community personal property is awarded to either party. **Or**

☒ Each party is awarded the community personal property now in his or her possession.

☐ Community personal property is awarded as set out in the attached Schedule.

Each party shall deliver to the other any of the community personal property currently in his/her possession that is awarded to the other party, and the parties shall execute and deliver any documents necessary to effectuate the property division.

8. **Community Debts.**

☒ No community debt is assigned to either party. **Or**

☐ The Husband shall pay the debts listed in the attached Schedule as or before they become due and hold the Wife harmless for any further liability concerning these debts.

☐ The Wife shall pay the debts listed in the attached Schedule as or before they become due and hold the Husband harmless for any further liability concerning these debts.

9. **Debts Incurred Since Separation.**

☐ Each party shall assume any debt incurred by that party since _____, the date of the parties' separation. Each party shall pay those debts as or before they become due and hold the other party harmless for any liability concerning those debts.

10. **Name Change.**

☐ _____ is restored to the former last name of _____.

Date: 4-24-17

/s/Colin Luke
Magistrate Judge

CLERK'S CERTIFICATE OF SERVICE

I certify that a copy of this Decree was served:

Wendy A. Sebright
(Name)

518 W 2nd N
(Street or Post Office Address)

Rexburg, ID 83440
(City, State, and Zip Code)

☒ By United States mail
☐ By personal delivery
☐ By fax (number) _____

Albert Nelson Sebright Jr.
(Name)

160 E. 100 Apt. 5
(Street or Post Office Address)

Bountiful, UT 84010
(City, State, and Zip Code)

☒ By United States mail
☐ By personal delivery
☐ By fax (number) _____

Date: 4-25-17

Jennifer Muir
Deputy Clerk

Child Support Order Summary Form

This form must be completed and given to the Clerk of the Court, with a copy of the final order attached.
SUPPORT PAYMENTS UNDER THIS ORDER MUST BE SENT TO THE STATE OF IDAHO, CHILD SUPPORT RECEIPTING, P.O. BOX 70008, BOISE, ID 83707

Case # CV-2017-34 County Madison Date of Order 04/20/2017

Who is ordered to pay child support? (full name) Albert Nelson Sebright Jr.
How much? $ 625 How often: ____weekly ✓ monthly Beginning date: 06/01/2017

Special child support terms in this order (check all that apply): ____Cost of living increases
____Modification of a previous order ____Decrease for visitation ____Other ____

Is there an order for Wage Assignment? ____Yes ✗ No (If yes, please attach a copy of the Wage Assignment Order)

Plaintiff's full name Wendy Arwen Sebright ____Male ✗ Female

Social Security # 606-72-4507 Date of Birth 10/25/1992 Phone Number 707-430-3437

Mailing address 518 W. 2nd N. Rexburg ID 83440

Residence address (if different than mailing) ____

Employer name and address NA

Plaintiff's attorney: NA Phone NA City/State NA

Defendant's full name Albert Nelson Sebright Jr. ✗ Male ____Female

Social Security # 242-69-5096 Date of birth 01/26/1988 Phone number 707-580-8645

Mailing address 160 E. 100 N. Apt. 5, Bountiful UT 84010

Residence address (if different than mailing) ____

Employer name and address United States Air Force, 550 C St. Ste 50, Randolph AFB TX 78150

Defendant's attorney: NA Phone NA City/State NA

Children for whom support is ordered in this order:

Child's Full Name	Social Security #	Date of Birth	Sex
Evelyn Irene Sebright	822-84-6092	11/18/2013	Female
Julie LeAnne Sebright	407-81-8814	07/19/2015	Female

If support is ordered for more than four children, please attach a separate sheet of paper with the information.

Print name of person who completed this form: Albert Nelson Sebright Jr. Date: 04/20/2017

- Each parent shall provide each child with regular health, optical and dental care.
- Each parent shall make sure each child takes his/her prescription medications as prescribed.

All non-emergency health care decisions such as medical, dental, optical, orthodontic, special education, and counseling, including choice of providers, shall be made by ☐ both Mother and Father **or**
☐ Father ☒ Mother (check one).

☐ Both parents shall use the same health care providers for each child.
In emergencies, each parent shall consent to emergency medical treatment for a child as needed. Parents shall immediately notify the other parent whenever a child has an illness, accident or injury requiring hospitalization or emergency treatment by a physician.

Health insurance coverage for each minor child shall be provided by the parent who has health insurance available at a reasonable cost as a benefit of his/her employment.

The parent that has health, dental or vision insurance coverage for each child shall provide the other parent with a subscriber card, copies of coverage information, and the preferred providers list, if any.

Within thirty (30) days of receipt, the parent with insurance shall provide the other parent with copies of each explanation of benefits (EOB) form received.

Any non-emergency health care for a child, whether or not covered by insurance, that would result in an actual out-of-pocket expense of over $500 to the parent who did not incur or consent to the expense must be approved in advance, in writing, by both parents or by prior court order.

14. CHILD CARE

The work-related child care provider shall be chosen by ☒ Mother ☐ Father ☐ both parents (check one).
If occasional (not work-related) child care is needed for more than ____ hours, each parent ☐ is **or** ☐ is not required to offer the other parent the chance to provide this care before seeking someone else to care for a child. The parent on duty shall make any needed occasional child care arrangements and pay any costs.

15. OTHER TERMS REGARDING THE CHILD(REN)

_____

_____

_____

_____

_____

☒ **Attorney Fees:** If the court finds one of the parents is in willful disobedience of a provision of this Parenting Plan, then the parent seeking to enforce that provision may be entitled to costs and a reasonable attorney's fee at the discretion of the court.

Duration: This Parenting Plan remains in effect unless modified by court order.

9. VACATION

Each parent has the option for 30 days of vacation time with each child each calendar year with 90 days advance written or electronic notice to the other parent. Each parent shall provide the other with the details of the vacation plans with each child. If there is a conflict over vacation:

Mother has priority for vacation in ☐ even-numbered ☐ odd-numbered years.

Father has priority for vacation in ☐ even-numbered ☐ odd-numbered years.

Holidays have priority over vacation time.

10. RELOCATION BY PARENT

A move by either parent of more than _____ miles from _____cannot be made without the parents' mutual written agreement or a decision by the court that it is in a child's best interest to move.

☒ In the event that the parents consent to such a move for a child, the cost of transporting each child between the two homes will be paid by the moving parent.

11. EDUCATION

- Major decisions about education shall be made by ☐ both Mother and Father **or** ☐ Father ☒ Mother (check one).
- Mother shall be identified as "Mother" and Father shall be identified as "Father" on school registration and other official school documents.
- Parents shall communicate with each other regarding each child's educational needs.

Unless there is a court order stating otherwise:

- Parents shall tell one another about upcoming parent/teacher conferences. If one parent is unable to attend a conference, the attending parent shall provide the absent one with verbal and/or written information.
- Each parent shall communicate with each child's school.

12. SAFETY

Parents shall:

- Not leave a child alone or unattended until the age of 12 years, except when the child is at school or in known or usual recreational activities or in the immediate care of another competent person.
- Not operate a vehicle when impaired by alcohol or drugs when a child is in the vehicle or use drugs or alcohol carelessly when a child is in our care.
- Provide and use child safety restraints when driving a child as required by law.
- _____

_____

_____

13. HEALTH CARE

Parents shall:

- Give each other at least 72 hours notice of all scheduled medical, dental, optical, orthodontic, special education, counseling appointments, and the purpose for the appointment.
- Each parent shall instruct each child's health care providers to list both parents on the health records.
- Parents shall communicate with each other on major health care for each child.
- Each parent shall have the right to a child's medical information and records.

7. HOLIDAY SCHEDULE

(Write the "Day" (date or day of the week) and "Time" (hour) the child(ren) will begin their time with mother or father under the heading "Begin" and the "Day" (date or day of the week) and "Time" (hour) the child(ren) will end the time with that parent under the heading "End.") For example: "THANKSGIVING Begin Day and Time" write " Wednesday 5:00 pm. " End Day and Time" write Sunday 6:00 pm. Write "Mom" or "Dad" under the headings "Even Years" & "Odd Years".)

The parents follow the regular parenting schedule for any holidays that are left blank or are crossed off. Where the Holiday start time is prior to the release of school, the holiday starts when school lets out.

SPECIAL DAYS (Check the box ☐ for the holidays you want to address).	Begin Day	Begin and Time	End Day	End and Time	Even Years Dad or Mom	Odd Years Dad or Mom
*☐ Martin Luther King						
*☐ Presidents' Day						
☐ Spring Break						
☐ Easter						
☐ Mother's Day						
*☐ Memorial Day						
☐ Father's Day						
☐ Fourth of July						
*☐ Labor Day						
☐ Halloween						
☐ Thanksgiving Break						
☐ December 24						
☐ December 25						
☐ New Year's Day						
☐ 1st Part Christmas						
☐ 2nd Part Christmas						
☐ Each Child's Birthday(s)						

(*Holidays that are observed on Monday)

☒ The holiday schedule for December 24 and December 25 above takes priority over the Christmas Break Schedule.

☒ If the holiday schedule results in a child spending 3 weekends in a row with the same parent, the other parent will have the child the weekend following the holiday weekend.

8. POLICY FOR SCHEDULING CHANGES AND EXTRACURRICULAR ACTIVITIES

In the event occasional scheduling changes need to be made, a request for such change shall be made as soon as possible and at least 3 hours in advance. Neither parent shall schedule any activities for a child that interferes with the other parent's scheduled time without consulting with the other parent and obtaining his/her written/electronic consent in advance.

☒ When a child is ill during a scheduled block of parenting time and cannot be with the other parent, this time shall be made up.

5. PARENTING SCHEDULE

(Include specific days and times. It is easier to start with the parent with fewer overnights. For example: "Each child will be in Mother's care on the weekends beginning on the 1st, 3rd and 5th Fridays of each month from Friday at 6PM to Sunday at 7PM and Wednesday from 5PM to 7PM." Then simply write on the other parent's section, "Each child will be in Father's care at all times when not in Mother's care.")

(A) Except for holidays selected (next page), summer, or school breaks, the parenting schedule is as follows:

Time in Father's care: Must provide mother with an itinerary by email of activities with children, plans must be approved by mother unless there is reasonable concern for the childrens safety, must be main caretaker and be with children at all times, open communication during visits, give immediate notification of emergencies and/or illnesses, changes in itinerary must be approved by mother unless there is reasonable concern for children's safety, children allowed two hours screen time such as phone, tablet, tv and movies, must adhere to regular daily schedule (naps, meals, bedtime)

Time in Mother's care: Must have out of state travel itinerary approved by email, notify father of appointments by email, open communication between father and children at available times, notify father of emergencies and/or illnesses as soon as possible, children allowed two hours screen time such as phone, tablet, tv and movies. All time when not in fathers care.

(B) During the summer or school break, the parenting schedule will ☒ stay the same as the above parenting schedule (if box is checked, do not complete the summer schedule below) **or**

Time in Father's care: _____

Time in Mother's care: _____

6. EXCHANGES AND TRANSPORTATION

(A) ☐ The parent who is receiving each child will pick him/her/them up or arrange to have him/her/them picked up. **or**

☒ The parent who is recieving each child will pick them up.

(B) ☒ The parents shall keep their conversations with each other short and calm at exchanges.

☐ The parent or their designated substitute will remain in their vehicle and the other parent will remain in their house during drop off and pick up of each child.

CAO FL-3
PARENTING PLAN

The parents Albert Nelson Sebright Jr. (Father) and Wendy A. Sebright (Mother) shall spend time with their children:

Name	Date of Birth
Evelyn Irene Sebright	11/18/2013
Julie LeAnne Sebright	07/19/2015

as follows:

1. PARENT RESPONSIBILTIES
When each child is in a parent's physical custody, the parent will provide each child with regular and nutritious food, and clean, appropriate clothing. The parent who has each child in his/her care shall make decisions about each child's day-to-day care.

2. LOVE AND AFFECTION
Neither parent shall do anything, nor permit any other person residing in their household to do anything, which would alienate a child from the other parent or distort each child's opinion of the other parent or impair each child's love and respect for the other parent.

3. INFORMATION SHARING
The parents shall keep each other informed at all times of their current address and telephone number. The parents shall keep each other informed of the names and contact information for school and for the work related child care and health care providers. Prior to any child leaving town longer than 1 days, each parent shall notify the other parent at least 14 days in advance about the child's plans, including date of departure, date of return, destinations, phone where the child can be reached, and airline flight numbers and times if flying.

The parents shall not:

- question a child about the other parent's personal life;
- listen in on a child's conversations on the telephone with the other parent;
- say negative or critical things about the other parent any time a child can hear;
- send messages to the other parent through a child;
- argue or fight in front of a child.

4. READINESS
Each parent shall be responsible to have each child ready and promptly available for all custody exchanges – both pick-up and drop-off. Parents will arrive within 30 minutes of the time they are scheduled for the exchange. If an unavoidable delay occurs, the delayed parent shall contact the other parent immediately. The parents shall deliver and return each child's personal belongings at the same time they exchange each child. Parents shall assist a child to remember to take the personal belongings and school supplies s/he needs.