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IN THE SECOND JUDICIAL DISTRICT COURT

DAVIS COUNTY, STATE OF UTAH

In the matter of the marriage of:

RACHEL DAWN EWING

and

MATTHEW CODY EWING

DECREE OF DIVORCE

Case No: 264700578

Judge: JOSEPH BEAN

Commissioner: JULIE WINKLER

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:

Provisions Relating to Termination of Marriage

1. Rachel and Matthew were married in Pensacola, Escambia County, Florida, on June 25, 2016.

2. The parties are awarded a divorce on the grounds of irreconcilable differences and the marriage between the parties is hereby terminated.

Provisions Relating to Minor Children

3. The parties have two minor children: K.S. E. (11/25/2016) and A.R.E. (12/28/2018).

Provisions Relating to Legal Custody

4. The parties are awarded joint legal custody of the minor children.

Parenting Plan

Decision Making

9. Each party may make day to day decisions while the children are in their care or custody.
10. Each party may make emergency decisions while the children are 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 children and make good faith efforts to come to an agreement.

Dispute Resolution

12. Regarding day-to-day decisions:
 - a. With respect to minor day-to-day decisions, the parent in charge of the child during his or her designated parent-time shall have the right to make all such

day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the child, each parent will respect the decisions of the other parent and give each other the due deference that they equally deserve.

13. Major Decisions

- a.** With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties will confer and work together in good faith to reach joint decisions regarding these matters. Shall a dispute arise relating to these matters (i.e. the health, education, or religion of the child), the parties will adhere to the following dispute resolution procedure:—
- b.** Notice: The parties will notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
- c.** Information: The parties will exchange all relevant information and/or documentation pertaining to the matter in dispute.
- d.** Discussion: The parties will then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
- e.** Consultation: If a decision cannot be reached after consulting in good faith, the parties will consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

- f. If the parties still cannot agree, Rachel will have final say.
- i. Mediation: If Matthew disagrees with the decision and desires to attend mediation, the parties will promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50 to resolve an ongoing issue.
- ii. Court Review: If the parties still cannot agree after mediation either party may bring the issue before the court.
- g. No Undue Delay: Neither party will cause any undue delay in utilizing this decision-making process and will pursue the speedy resolution of all disputes.

Education Plan

14. The residence of Rachel will be used for the purpose of identifying where the child will be enrolled in school unless the parties agree otherwise.
15. Both parties may have authority to check the child out of school but will not do so without good reason nor will they do so in order to exercise parent-time.

Holidays

16. Holiday parent-time will be shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If the parties cannot agree they will do holidays pursuant to Utah Code § 81-9-209. If Matthew moves to the same location as Rachel, holidays will be pursuant to the provisions of the following table (with Rachel designated as the custodial parent only for holiday purposes):

17. Holiday	Holiday Time Period	Years Noncustodial Parent is	Years Custodial Parent is

		Granted Holiday	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 at 7 p.m. on Dr. Martin Luther King Jr. Day.	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 at 7 p.m. on the day before school resumes.	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 at 7 p.m. on the day before school resumes.	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 at 7 p.m. on Memorial Day.	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 granted the holiday in the order.	All years if custodial parent is the mother or other parent granted the holiday in the order.
Father's Day	(1) Holiday begins on Father's Day	All years if	All years if

	at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.	noncustodial parent is the father or other parent granted the holiday in the order.	custodial parent is the father or other parent granted the holiday 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 on 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 at 7 p.m. on Labor Day.	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 school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes	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. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even Years	Odd Years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on 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 at 7 p.m. on the day before school resumes.	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

18. If Matthew resides in the same location as Rachel, 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 1st of each year Rachel having first choice in odd years and Matthew having first choice in even years.

19. While Matthew remains more than 150 miles from the residence of Rachel, he will have parent time for the entire summer vacation with the exception of Rachel having 2 weeks of uninterrupted time of her choosing. Rachel will notify Matthew which two weeks she wants during the summer no later than May 1st of each year.

a. If Matthew moves within 150 miles of the residence of Rachel, summer parent time will revert back to the parent time schedule consistent with joint custody uninterrupted time explained in paragraph 18 herein.

Notice for Travel

20. 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

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

22. 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 of the court, then they will be required to follow the provisions of Utah Code Section 81-9-209 regarding the relocation.

Mutual Restraints

23. Each party will mutually restrained from:

- a. Saying anything demeaning or derogatory about the other party in the presence of the minor child and will remove the child from third parties engaged in such conduct;
- b. Discussing adult issues, including this action with the child and will remove the child from third parties engaged in such conduct;
- c. Using the child as 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.

f. Saying anything demeaning or derogatory about the other party's religious beliefs or lack thereof in the presence of the minor child. Neither party will permit third parties to engage in such conduct.

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

Provisions Relating to Romantic Partners

25. The parties agree to not introduce any romantic partners to the minor children until they have been exclusively dating an individual for 3 months prior to introducing the partner to the minor children.

Virtual Parent-Time/Telephone Contact

26. As long as equipment and service are available, both parents will be 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****

Provisions Relating to Physical Custody

27. Rachel will have sole physical custody of the minor children.

Provisions Relating to Parent-Time

28. The parties will share parent time as they can agree. However, if the parties cannot agree they will share parent time based on Utah Code § 81-9-209.

a. The current agreement of the parties is for Matthew to have the entire summer (minus two weeks) with the minor children. The parties agree to continue this schedule unless they agree otherwise or Matthew moves pursuant to the paragraph below.

29. If Matthew were to move within 150 of the residence of Rachel, he will have parent time pursuant to a 60/40 arrangement with Rachel having 60% custody.

Provisions Relating to Pick-ups and Drop-offs

30. The person starting parent time will do the driving unless otherwise agreed in writing.

Provisions Relating to Child Support

31. Rachel's gross monthly income is approximately \$10,000 per month.

32. Matthew's gross monthly income is approximately \$6,666 per month.

33. In accordance with the income of Rachel and Matthew, Matthew will be ordered to pay child support to Rachel deviating from the state guidelines, in the amount of \$500.00 per month (sole custody for Rachel).

a. The parties are deviating from the child support guidelines as Matthew will be taking on the liability of the consolidated loan from marital debt (see debt section).

b. Once the consolidated loan debt is paid in full the parties will return to the uniform guidelines for child support. The current child support amount under the guidelines is \$910.00 per month. When the loan is paid off the parties will recalculate child support with current incomes and come to a new child support

amount for sole custody. If Matthew moves within 150 miles of Rachel's residence, child support will be based on 60/40 custody in favor of Rachel.

Provisions Relating to Extracurricular Activities and School Fees

34. The parties are ordered to equally share the cost of extracurricular activities that the children are involved in or will be involved in. Additionally, they will be required to equally share the costs of any future extracurricular activities that the parties mutually agree upon in writing.

35. The Parties are required to equally share all school fees.

Provisions Relating to Health Insurance

36. Pursuant to Utah Code §81-6-208, 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 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 are 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 will be primary coverage for the dependent child, and the health, hospital, or dental insurance plan of the other parent will 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 will be treated as if it

is the plan of the remarried parent and will 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 will notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he/she knew or will 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 will pay their share of the medical expense within 30 days of receiving written verification.

g. 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.

Provisions Relating to Childcare

37. Each party pays their own costs of all childcare or daycare related costs during their parent time.

Provisions Relating to Taxes

38. While two children remain, the parties will each claim a minor child. When only one minor child remains the parties will alternate the only remaining child with Rachel having the benefit in odd years and Matthew will have the benefit in even years.

Provisions Relating to Alimony

39. Both parties are able to support themselves and are not in need of alimony. Alimony is waived by both parties now or forever in the future.

Provisions Relating to Real Property

40. The parties lived at a residence together during the marriage at 40 Wendywood Dr. Angier, NC 27501.

- a.** The parties now have renters in this residence.
- b.** The lease for the renters is up in two years and the parties agree to list the residence for sale at the end of this lease.
- c.** The parties will split the net equity through sale of the residence at that time.
- d.** If the tenants vacate early the parties will list the home for sale at that time.

Provisions Relating to Personal Property

41. Each party is awarded their own separate personal property that they acquired before their marriage.

42. Rachel is awarded:

- a.** 2023 Mercedes GLC 300 and any associated debt

43. Matthew is awarded:

a. The 2020 Chevrolet Silverado and any associated debt

44. All other personal property shall be awarded to the person already in possession of it. The parties wave any claim to the property not currently in their possession unless described herein.

Provisions Relating to Financial/Bank Accounts

45. The parties have a joint bank account at Chase bank. The funds currently in this account are from Rachel's retirement and are being used to cover the two-hundred-dollar loss the parties are receiving from the renters in the property in North Carolina. Upon sale of this property, Rachel will be entitled to all the funds in this account and the parties will cooperate on closing this account at that time.

46. Each party is awarded the accounts in their own names free and clear of any claim by the other party.

Provisions Relating to Retirement Accounts and Investment accounts

47. The parties will each be awarded their own retirement accounts free and clear of any claim by the other party.

48. The parties are not aware of any investment accounts but they shall be awarded any accounts in their own names if discovered.

Provisions Relating to Debts

49. The parties consolidated their debt into a National Debt Relief account. In leu of paying child support according to the state guidelines (\$910.00 per month), Matthew will

pay the full payment on this debt and be solely responsible for this debt. He will hold Rachel harmless from this debt and will make sure the account remains in good standing.

50. The parties jointly owe approximately \$17,000 to the IRS from taxes in 2023. The parties currently each pay \$110 per month and they agree to continue sharing this responsibility 50/50. The parties can pay monthly until debt is paid off or agree to pay it off early at their discretion and by written agreement.

51. If any additional marital debt is discovered, the person who incurred the debt will be responsible for paying it off.

Provisions Relating to Attorney's Fees and Costs

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

Miscellaneous Provisions

53. 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:

Matthew Ewing: In accordance with the Utah Rules of Civil Procedure Rule 7(j) you may approve of this proposed order by signing below and returning this document to me OR you may object to the form of the proposed order by filing an objection within 7 days after the order is served upon you. If you do not object within the 7-day deadline Rule 7(j) allows me to submit the proposed order to the Court for signature without your approval.

/s/ Matthew Ewing

Matthew Ewing

Respondent

Esigned by Brock Wamsley w/ permission of Matthew Ewing via email on 06/01/26.