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IN THE THIRD JUDICIAL DISTRICT COURT SALT LAKE COUNTY, STATE OF UTAH	
In the matter of the marriage of: LINDSEY MAY WERT and LEVI DAVID WERT	DECREE OF DIVORCE Case No: 264901395 Judge: Amber M. Mettler Commissioner: Renee Blocher

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. Lindsey and Levi were married in Washington D.C. on June 7, 2008.

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 one minor child: R.D.W. (02/20/2014).

Provisions Relating to Legal Custody

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

Parenting Plan

Decision Making

5. Each party may make day to day decisions while the child is in their care or custody.
6. 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.
7. 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

8. 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.

9. Major Decisions

- b. With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the child), the parties shall adhere to the following dispute resolution procedure:
- c. Notice: The parties shall 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.
- d. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
- e. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
- f. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.

- g. If the parties still cannot agree, Lindsey will have final say on matters relating to education/school subject to Levi having the ability to have her decision reviewed at mediation/court. Neither party will have final say regarding religious or medical issues.
 - i. Mediation: If either party wishes, the parties shall promptly retain the assistance of a mediator, with the parties splitting the costs of such mediation 50/50 to resolve a ongoing issue.
 - ii. Court Review: If the parties still cannot agree after mediation either party may bring the issue before the court.
- h. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.

Education Plan

- 10. The residence of Lindsey will be used for the purpose of identifying where the child should be enrolled in school unless the parties agree otherwise.
- 11. 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

12. Holiday parent-time should be shared equally between the parties as they may agree in writing (text, email, or otherwise in writing). If they are unable to agree they should be divided pursuant to the provisions of the following table (with Lindsey designated as the custodial parent only for holiday purposes):

13. 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 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 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 granted the holiday in the order.	All years if 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.	Even Years	Odd Years

	(2) Holiday ends at 7 p.m. on Columbus Day.		
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

14. The parties shall each have two weeks of uninterrupted time in the summer. Each party should notify the other party of when they intend to take their uninterrupted time by May 1st of each year Lindsey having first choice in odd years and Levi having first choice in even years.
15. There is no additional extended or interrupted time except by written agreement of the parties.

Notice for Travel

16. 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;
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(b)	destinations;
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(c)	places where the child or traveling parent can be reached; and
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(d)	the name and telephone number of an available third person who would be knowledgeable of the child's location.
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Relocation

17. If a party intends to move 150 miles or more from the residence of the other parent, they should be required to provide 60 days advance written notice of their intent to relocate.
18. 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 should be required to follow the provisions of Utah Code Section 81-9-209 regarding the relocation.

Mutual Restraints

19. Each party is mutually restrained from:
 - a. Saying anything demeaning or derogatory about the other party in the presence of the minor child and should remove the child from third parties engaged in such conduct;
 - b. Discussing adult issues, including this action with the child and should 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 should permit third parties to engage in such conduct.
20. Parties shall 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

21. As long as equipment and service are available, both parents should 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

22. The parties share joint physical custody of the minor child.

Provisions Relating to Parent-Time

23. The parties shall share parent time as they can agree. However, if the parties cannot agree they should share parent time based on 50/50 custody arrangement.

- i. During school year 2025-2026 parent time will be as follows if the parties cannot agree otherwise:

- i. Monday and Wednesday with Lindsey
- ii. Tuesday and Thursday with Levi
- iii. Alternating weekends

- j. During School year 2026-2027 and beyond (2-2-5)

- i. Monday and Tuesday with Lindsey
- ii. Wednesday and Thursday with Levi
- iii. Alternating weekends.

- 24. The parties agree that Levi can have parent time overnight only if he has adequate sleeping arrangements for the minor child including but not limited to: a proper bed, his own space, his own room, and roommates that are agreed upon by both parties.

Provisions Relating to Pick-ups and Drop-offs

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

Provisions Relating to Right of First Refusal

- 26. If either party is unable to supervise the minor child for an overnight period or longer during their parent-time, the parent not exercising parent-time should have the right to exercise parent time instead of using surrogate care.
 - k. Supervision by stepparents or grandparents should not count for triggering the right of first refusal.

Provisions Relating to Child Support

27. Lindsey's gross monthly income is approximately \$7453 per month.
28. Levi's gross monthly income is approximately \$5134 per month.
29. In accordance with the income of Lindsey and Levi, Lindsey is ordered to pay child support to Levi consistent with the state guidelines, in the amount of \$118.00 per month (182 for Lindsey and 183 for Levi).
 1. Child Support payments will begin when Levi has a new residence in which the minor child can stay overnight with adequate conditions.
 - m. Lindsey will pay one half of child support on the first day of the month and pay the second half by the 15th of the month. Lindsey can also pay it all by the first of the month if she so chooses.

Provisions Relating to Extracurricular Activities and School Fees

30. The parties are ordered to equally share the cost of extracurricular activities that the child are involved in or will be involved in. Additionally, they should be required to equally share the costs of any future extracurricular activities that the parties mutually agree upon in writing.
31. The Parties are required to equally share all school fees.

Provisions Relating to Health Insurance

32. Pursuant to Utah Code §81-6-208, the parties should be ordered to provide the minor child with medical and dental insurance coverage if available at a reasonable cost.

- a. The parties should each be required to pay $\frac{1}{2}$ 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 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 should 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 should pay one-half ($\frac{1}{2}$) 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 shall 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.
- 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

- 33. Each party pays one-half of all child care or daycare related costs per Utah Code §81-6-209.

Provisions Relating to Taxes

- 34. The parties shall alternate claiming the minor child for tax purposes. Lindsey shall claim the minor child in odd years and Levi in even years.
- 35. The parties agree to file married joint on their 2025 taxes. The parties will split the refund or liability on their taxes and will complete filing prior to any penalties or deadlines.

Provisions Relating to Alimony

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

Provisions Relating to Real Property

37. The parties lived at a residence together during the marriage at 2411 S. Red Acorn Ct. West Valley City UT 84119.
- n. The parties agree that Lindsey will be permitted to retain sole possession and sole ownership in the home.
 - o. The parties are investigating together a loan assumption option to secure the same low interest rate on the home to transfer the home loan from Levi to Lindsey. This assumption will need to occur within a reasonable time, but the parties agree no longer than two (2) years. If an assumption is no longer possible, then Lindsey will attempt a refinance or sale no later than after the minor child emancipates.
 - p. Levi agrees to waive any claim he may have as to the equity in this residence now and forever in the future.
 - q. Levi agrees to sign a quit claim deed to remove his name from the residence and to sign any assumption or other paperwork as needed.

Provisions Relating to Personal Property

38. Each party is awarded their own separate personal property that they acquired before their marriage.
39. Lindsey is awarded:

- r. 2020 Nissan Kicks SR and any associated debt
- 40. Levi is awarded:
 - s. The 2013 Nissan Leaf SV and any associated debt
 - t. The 2005 Toyota 4runner SR5 Sport and any associated debt
- 41. The parties are in possession of \$10,000 cash and agree to each take \$5,000.
 - u. Lindsey will get the cash to Levi within thirty (30) days of the date of this agreement.
- 42. All other personal property should 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

- 43. The parties have a joint bank account at US bank. The parties agree to divided the proceeds in this account 50/50 then Lindsey will work with Levi to remove his name from this account so that Lindsey can continue to pay expenses from this account.
- 44. 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

- 45. Lindsey has a URS account (0508) which the parties agree will be awarded to Lindsey free and clear of any claim by Levi.
- 46. The parties are not aware of any investment accounts but they should be awarded any accounts in their own names if discovered.

Provisions Relating to Debts

47. Lindsey will pay the Capital One (2251) debt and hold Levi harmless therefrom.
48. Levi will pay the Amazon Chase (7731) debt and hold Lindsey harmless therefrom.
49. Levi will pay the CareCredit/Synchrony (4340) debt and hold Lindsey harmless therefrom.
50. Lindsey will pay the Intermountain Healthcare IHC debts (1234 & 9738) and hold Levi harmless therefrom.
51. If any additional marital debt is discovered, the parties should divide it 50/50.

Provisions Relating to Attorney's Fees and Costs

52. The parties shall 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****

Levi Wert: 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.

Approved as to Form:

/s/ Levi Wert

Signed by Brock Wamsley with Permission of Levi Wert via email on 4/21/26