The Order of the Court is stated below:
Dated: October 08, 2026 09:48:02 AM **/s/** JOEL FERRE
District Court Judge

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IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
In the Matter of the Marriage of: SADIE RENEE EKKER, Petitioner, and KALIN DEAN EKKER, Respondent.	**DECREE OF DIVORCE** Case No. 264902110 Judge: Joel Ferre Commissioner: Joanna Sagers

In accordance with Utah Code 81-4-402, the above-captioned matter came before the court for consideration absent a hearing. Pursuant to the *Stipulation and Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

Sadie Renee Ekker is awarded a Decree of Divorce from Kalin Dean Ekker on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

Custody & Parent Time

1. **Legal Custody:** It is in the best interests of the minor children that the parties be awarded joint legal custody.

2. **Physical Custody:** Sadie has historically been the primary caretaker of the minor children. Sadie is awarded primary physical custody pursuant to the Parenting Plan filed herewith.
3. **Parent-Time:** The parent-time schedule will be as the parties can agree. If the parties cannot agree, parent-time will be consistent with the following schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Sadie	Sadie	Sadie	Dean	Dean	Sadie	Sadie
Week 2	Sadie	Sadie	Sadie	Sadie	Sadie	Sadie	Sadie

4. Dean's parent time will begin after school every other Thursday and end at 6pm on Saturday. Sadie will be flexible in facilitating a Saturday overnight should Dean's work schedule allow for it (avoiding an exchange before 8am).
5. Dean's work schedule changes on an annual basis. The parties will work together to reevaluate and adjust Dean's parent time each year when he receives his new schedule. Dean's parent time will use as much weekend time as his schedule will allow.
6. **Holidays:** Holiday parent time will be as the parties can agree. If the parties cannot agree, they will follow the schedule below:

Even Years	**Odd Years**	**Holiday and Time**
Mom	Dad	**Martin Luther King Jr. Holiday** (1) Holiday begins Friday at: a. The time that school is regularly dismiss; or b. 5:30 pm at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on MKL Jr Day.

Dad	Mom	**President's Day** (1) Holiday begins Friday at: a. The time that school is regularly dismiss; or b. 5:30 pm at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on the day before school resumes.
Mom	Dad	**Spring Break** (1) The holiday begins at the time school is dismissed for spring break, or 5:30 pm at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on the day before school resumes.
Dad	Mom	**Memorial Day** (1) Holiday begins Friday at: a. The time that school is regularly dismiss; or b. 5:30 pm at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on Memorial Day.
Dad	Mom	**Juneteenth National Freedom Day** (1) Holiday begins at: a. 5:30 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. 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.
Mom	Dad	**Independence Day - July 4th** (1) Holiday begins on July 3rd at 5:30 pm. (2) Holiday ends on July 5th at 8:30 pm.
Dad	Mom	**Pioneer Day - July 24th** (1) Holiday begins on July 23rd at 5:30 pm. (2) Holiday ends on July 25th at 8:30 pm.
Mom	Dad	**Labor Day** (1) Holiday begins Friday at: a. The time that school is regularly dismiss; or b. 5:30 pm at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on Labor Day.
Mom	Dad	**Fall Break** (1) Holiday begins at the time school is dismissed for fall break or at 5:30 pm at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on the day before school resumes.

Dad	Mom	**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 3:00 pm if there is no school. (2) Holiday ends at 8:30 pm on the same day the holiday begins.
Dad	Mom	**Thanksgiving** (1) Holiday begins on Wednesday at: a. 5:30 pm; or b. The time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 pm on the night before school resumes.
Mom	Dad	**First Half of Winter Break** (1) Holiday begins at: a. 5:30 pm 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 8:30 pm.
Dad	Mom	**Second Half of Winter Break** (1) Holiday begins on December 27th at 8:30 pm (2) Holiday ends at 8:30 pm on the night before school resumes.
Mom	Dad	**The day before or after child's birthday** (1) Holiday begins at 3:00 pm (2) Holiday ends at 8:30 pm
Dad	Mom	**Child's actual birthday** (1) Holiday begins at 3:00 pm (2) Holiday ends at 8:30 pm
Dad	Dad	**Father's Day** (1) Holiday begins at 5:30 on the day before Father's Day (2) Holiday ends on Father's Day at 8:30 pm
Mom	Mom	**Mother's Day** (1) Holiday begins at 5:30 on the day before Mother's Day (2) Holiday ends on Mother's Day at 8:30 pm

7. **Extended Summer Time:** Dean is entitled to up to four consecutive weeks during the summer (two weeks are uninterrupted and two weeks may be interrupted by Sadie who can exercise the midweek). Sadie is entitled to up to two consecutive uninterrupted weeks during the summer. Dean will make the first election of his parent time by May 1 in even-numbered years and Sadie will make her election by May 15. Sadie may make the first election in odd-numbered years by May 1 and Dean will make his election by May 15. The parties may agree on a different distribution of each parties' extended parent time days if they do so in writing.

PARENTING PLAN

8. **Transportation:** Wherever possible, parent-time exchanges will occur through the children's school, wherein the parent ending their parent-time timely drops the children off at school and the parent beginning their parent-time picks the children up from school. In all other instances, the parties will do exchanges curbside (meaning the party driving remains in the car) at the parties' residences. The party starting his/her parent time will do the transportation. The parties will be mindful of the importance of promptness and having the children ready when parent-time exchanges occur outside of the children's school.

9. If either party is unavailable to personally transport the children for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected that individual will immediately provide the other parent with that third party's name and contact information.

10. **Right of First Refusal:** Pursuant to Utah Code § 81-9-202, parental care is presumed

to be better for the children than surrogate care. Therefore, if either party is available when the other parent is not available to personally care for the child during their parent-time for a period of more than twenty-four (24) hours, they will have the right of first refusal. A parent exercising the right of first refusal will be solely responsible for picking the children up and dropping them back off.

11. **Virtual Parent-Time:** Both parents will allow the minor children unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

12. **Address and Phone Number:** The parties will keep each other informed of their address and telephone number at all times.

13. **Mutual Restraining Order:** The parties are restrained from disparaging the other party to or in the presence of the children and are to instruct third-parties to also be so restrained. Both parties are restrained from discussing the legal action or any adult topics with or in the presence of the children and are to instruct third-parties to also be so restrained.

14. The parties are permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

15. **Communication:** Each party is restrained from using the minor children as messengers for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical.

16. The parties will communicate only regarding issues relative to the welfare of the

minor children. The parties may use text message or email to communicate about parenting issues. In the event of emergency, parents will communicate by phone or in any other manner reasonably certain to reach the other party as soon as possible. Any communication between the parties will be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties will refrain from sending multiple messages in a day and each party will make their best efforts to respond to any messages within 24 hours.

17. **Medical Information:** Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for all medical and dental provider contact.

18. **Educational Information:** Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party will be listed as a parent for the purposes of school contact.

19. **School Choice:** The children will remain in their current school, East Sandy Elementary, and will attend all feeder schools (Union Junior High and Hillcrest High School) unless otherwise agreed by the parties in writing.

20. **School Attendance:** Neither party will check the children out of school early or allow the children to miss school for the purpose of exercising parent time.

21. **Notice of Activities:** Both parties will have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can

have enough advance notice to attend.

22. **Decision-making:** All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy will be decided together. Neither party will have final say. The parties will adhere to the following decision-making process and will end the process at any stage a mutual resolution is reached or court order entered.

a. Identify the issue and develop possible resolutions;

b. Consult a 3rd party professional in the area of disagreement (i.e. a pediatrician, specialist, etc.);

c. Discuss the professional's recommendation and attempt to determine a solution;

d. Attend mediation and divide the mediator's cost equally;

e. Bring the issue before the court for a final determination.

23. **Emergency Medical Decisions:** The parent who has the child at the time he/she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent will immediately notify the other parent of the emergency.

24. **Day-to-Day Decisions:** Whichever parent has the children in his or her physical custody will make minor, day-to-day decisions regarding them and their care.

25. **Implementation of Treatment:** Each of the parties will facilitate, help, and promote administration of medication or other regimens of therapy for the children as prescribed by a doctor.

26. The children may attend therapy with a qualified and licensed therapist, psychiatrist or psychologist. The parent suggesting therapy will provide the names of three professionals, and the other party will choose one within 7 days of being provided the list.

27. **Out-of-State Travel:** Any parent intending to take a child out of state will provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for emergency communication. The parties will comply with the provisions of Utah Code § 81-9-202(19).

28. **Relocation:** The parties will follow the notice provisions of Utah Code § 81-9-209.

29. **Corporal Punishment:** The parties will refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

30. **Mediation Before Litigation:** If the parties have a dispute concerning an issue addressed in the parent time provisions of the Decree or this Parenting Plan, they will seek first to resolve the dispute via mediation with a certified domestic relations mediator before initiating a court action to modify the Decree.

CHILD-RELATED FINANCES

31. **Public Assistance:** Neither party is receiving any public assistance for the benefit of the dependent children.

32. **Child Support:** Sadie receives $4,098.00 per month in gross monthly income from all eligible earned and unearned sources under Utah Code§ 81-6-203.

33. Dean receives $9,705.00 per month in gross monthly income from all eligible earned and unearned sources under Utah Code§ 81-6-203.

34. Using the above incomes and overnights as well as the sole physical custody obligation calculations outlined in Utah Code § 81-6-205, Dean is ordered to pay a base child support amount of $1,449.00 per month to Sadie for the parties' children. A *Sole Physical Custody Child Support Worksheet* is attached. The child support obligation will commence October 1, 2026.

35. The base support obligation is required so long as a child is under the age of 18 or is over 18 but is enrolled in high school during the normal and expected year of graduation and not otherwise emancipated, self-supporting, married or a member of the armed forces of the United States.

36. When a minor child becomes emancipated, the base support obligation will be automatically adjusted without the need for a new Court Order.

37. The base award will be recalculated using the incomes and number of overnights stated herein for the remaining number of children due support.[1]

38. Either party may request the child support obligation be submitted to and administered by the Office of Recovery Services (ORS).

39. The income of an obligor may be subject to immediate income withholding relief pursuant to Utah Code§ 26B-9-303.

40. Child support will be paid in two increments each month; half on the 5th and half on the 20th of each month.

[1] Parties may use the Child Support Calculator available at: https://orscsc.dhs.utah.gov/orscscapp/orscscweb/actions/Csc0002;jsessionid=a7xVb7KdpQDiiriWDa _ a-dcCAqZCY ZvnyPd4DuwH.ip-10-204-48-113

41. **Medical Insurance Coverage and Costs:** At least one parent must provide health insurance for the minor children if available at a reasonable cost.

42. Dean is currently providing health insurance for the minor children.

43. Dean will continue to cover the minor children on his health insurance plan so long as it is available unless otherwise agreed by the parties in writing. In the event that Sadie's insurance is more affordable and provides better or similar coverage, the children should be placed on Sadie's plan, so long as the parties both agree.

44. Commencing the first day of the month following entry of the Decree, the parties will equally share in the out-of-pocket costs of the premium actually paid by Dean for the children's portion of the health insurance.

45. The children's portion of the premium is a per capita share of the premium actually paid.

46. The premium expense for a child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

47. The parent who provides health insurance will receive credit against the base child support award or recover the other parent's share of the children's portion of the premium.

48. If, at any point in time, a child is covered by the health insurance plans of both parents, the health insurance plan of Sadie shall be primary coverage for the child and the health insurance plan of Dean shall be secondary coverage for the child. However, neither party will be obligated to double-cover the child.

49. If a parent remarries and the children are not covered by that parent's health insurance plan but are covered by a step-parent's plan, the health 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 child.

50. If the children are covered by the paid insurance plans of both parents, each will cover the cost of his/her own premium without reimbursement from the other.

51. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent, and if applicable, to the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year.

52. The parent shall notify the other parent, and if applicable, the office under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

53. **Out-of-Pocket Medical Expenses:** Each parent will equally share all reasonable and necessary uninsured and unreimbursed health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to: any out-of-pocket costs, co-payments, co-insurance, and deductibles.

54. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

55. The other parent will reimburse the paying parent for half the total cost within thirty

(30) days of receiving verification of payment.

56. The court may deny a parent incurring medical expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide verification of cost and payment within 30 days of payment.

57. **Separate Medical/Dental Billing:** Either parent may request that a medical or dental service provider of the children bill each parent separately for half of the out of pocket cost of services pursuant to Utah Code§ 15-4-6.7(1). The parent requesting division of the bill must provide the service provider with a copy of the final Order in this matter at or before the time service is provided.

58. **Childcare:** Each parent will equally share the reasonable work-related[2] childcare expenses of the parents.

59. Each parent will begin paying half the childcare costs on a monthly basis immediately upon presentation of proof of the childcare expense.

60. A parent who incurs a childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.

61. The parent shall notify the other parent of any change of childcare provider or the monthly expense of childcare within 30 calendar days after the day on which the change occurred.

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[2] "Work-related child care expenses" means reasonable child care costs for up to a full-time work week or training schedule as necessitated by the employment or training of a parent.

62. The court may deny a parent incurring childcare expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to provide written verification of the cost and identity of a childcare provider to the other parent.

63. **Child Tax Exemptions:** The parties will each claim the exemptions available for one of the children available to be claimed each year on their State and Federal income taxes. Sadie will claim D.B.E. and Dean will claim D.L.E. For years in which there are an odd number of children qualifying for an exemption, the parties will alternate years wherein each may claim the exemption of the extra child, with Sadie claiming the exemption in odd years and Dean claiming the exemption in even years.

64. An exemption may not be awarded to a parent unless the award will result in a tax benefit to that parent. If a parent will not receive a benefit by claiming the exemption, the other parent may claim the exemption.

65. Dean must be current in his child support obligation by December 31 of a tax year to be awarded an exemption. If Dean is not current, then Sadie may claim the exemptions for that tax year.

66. Upon reasonable advance notice and request, each party will provide the other party with a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

67. **Extracurricular Activities:** If the parties have agreed in writing to the children's participation in an extracurricular activity, then they will equally share the costs

associated therewith and facilitate the children's participation on his/her parent time. If the parties do not agree on an extra-curricular, they do not have to share in the cost or facilitate participation on his/her time.

68. **Education-Related Expenses:** The parties will be equally responsible for any and all of the children's educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school uniforms, school supplies, field trips, school lunches, and any other school-related activities. If a schoolteacher or administrator specifically recommends private tutoring that is not covered by public services, the parties will equally share the cost of that tutoring.

69. **Separate Billing:** Either parent may request that a provider separately bill each party for half of the school fees for the minor children pursuant to Utah Code§ 15-4-6.7(2). The parent requesting division of the bill must provide the service provider with a copy of the final Order in this matter at or before the time service is provided.

THE MARITAL ESTATE

70. **Debts and Obligations:** During the course of the marriage, the parties acquired certain debts and obligations. Those debts will be divided as follows:

Debt	Approximate Balance	Responsible Party
Capital One Credit Card (4284)	$2,933.65	Sadie
Merrick Bank Credit Card (9698)	$717.52	Sadie
USAA Credit Card (3593)	Unknown	Dean
Condo Mortgage	Unknown	Dean

71. Sadie is unaware of any outstanding joint debts. If any joint debts are discovered, then

the party who incurred the debt will be responsible and liable for it.

72. **Accounts:** The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The parties' accounts will be divided as follows:

Accounts	Approximate Balance	Awarded To:
American First Credit Union (2053)	$30,000	Sadie
America First Credit Union (7018)	Unknown	Dean
Chase Bank (1676) (8426)	Unknown	Dean
USAA (5757) (5767)	Uknown	Dean
Robinhood Accounts (6604) (0569)	Uknown	Dean

73. **Personal Property:** The parties' titled property will be divided as follows:

Vehicle	Approximate Value	Awarded To:
2014 Ford Escape	$5,480	Sadie
2021 Subaru Crosstrek	$12,320	Dean
2005 Harley Davidson	$2,925	Dean
2006 GMC Sierra	$6,235	Dean

74. In order to equalize the values of the property awarded above, Dean shall pay Sadie $8,000. Dean will make monthly payments of $100 per month for 80 months.

75. Each party will be awarded their own personal property.

76. **Retirement Accounts:** During the course of the marriage the parties acquired interests in various retirement accounts.

77. Dean's Victory Roth IRA was started prior to the parties' marriage. Dean is entitled to 100% of the premarital portion of the account from its commencement through December 22, 2015. The marital portion from December 23, 2015 through May 30, 2023 will be equally divided between the parties. Contributions made by Dean after May 30, 2023 will be 100%

attributed to Dean, but all gains on the marital portion from May 30, 2023 through the entry of the Decree will be equally divided.

78. Dean's Thrift Savings Plan 401(k) and FERS pension were acquired during the marriage. All benefits received between December 23, 2015 and May 30, 2023 will be equally divided. Contributions made by Dean after May 30, 2023 will be 100% attributed to Dean, but all gains on the marital portion from May 30, 2023 through the entry of the Decree will be equally divided.

79. The parties will retain James Woodall at Carr Woodall to prepare any QDRO/DROs necessary to effectuate the order. The parties will equally share in the cost of James Woodall's fees for that purpose.

80. **Real Property:** During the marriage, the parties have not acquired an interest in any real property.

81. Dean acquired a Condo located in Saratoga Springs, Utah after the parties separated. Dean is awarded said property and hold Sadie harmless from any liability or obligations associated with the Condo.

MISCELLANEOUS

82. **Alimony:** Both parties are able bodied and employable and neither is awarded alimony from the other now or in the future.

83. **Restoration of Maiden Name:** Sadie's name will be restored to Sadie Renee Olson, if she so chooses.

84. **Attorney's Fees:** Each party will pay their own attorney's fees and costs incurred in

obtaining the Decree.

85. **Mutual Restraining Order:** The parties are permanently restrained from bothering, harassing, annoying, threatening, and/ or harming the other party at any time or in any place.

86. **Delivery of Documents and Duty to Sign Documents:** 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. Should a party fail to execute a document within 90 days of the entry of their divorce decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Alexander Scherf
Alexander Scherf
Attorney for Dean Ekker
(signed with permission via email on 10.2.26)

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

RESPONDENT: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah that this Order prepared by Sadie Renee Ekker's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October 2026, I personally served a true and correct copy of the foregoing **DECREE OF DIVORCE** via Electronic Notification to:

Casey Hoyer
Alexander Scherf
Attorneys for Dean Ekker

/s/ Tara Reilly
Tara Reilly
Attorney for Sadie Ekker