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Attorneys for Erin Macavinta

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR
WEBER COUNTY, STATE OF UTAH**

**IN THE MATTER OF THE MARRIAGE
OF:**

ERIN MACAVINTA

And

TANNER AGREN

DECREE OF DIVORCE

Civil No. 264900701

Judge Reuben J Renstrom

Commissioner Brandon Richards

THIS MATTER came before the Court on Erin Macavinta's (hereafter "Erin") Declaration of Jurisdiction and Grounds of Divorce in accordance with Rule 104, Utah Rules of Civil Procedure. The Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised, it is hereby:

JURISDICTION AND VENUE

1. **SUBJECT MATTER JURISDICTION.** The above-entitled Court has original subject matter jurisdiction of this action pursuant to UTAH CODE ANN. §78A-5-102, 1953 (as amended).

2. **PERSONAL JURISDICTION.** Erin is an actual and bona fide resident of Weber County, State of Utah, and have been for more than three (3) months immediately prior to the commencement of this action, the above-entitled Court having personal jurisdiction over Thomas pursuant to UTAH CODE ANN. §30-3-1(2), 1953 (as amended).

3. **VENUE.** Venue is appropriate in the above-entitled Court pursuant to UTAH CODE ANN. § 30-3-1(2), 1953 (as amended), and UTAH CODE ANN. §78B-3-307, 1953 (as amended).

DIVORCE GRANTED & GROUNDS

4. **IRRECONCILABLE DIFFERENCES.** During the course of the marriage there have arisen between the parties irreconcilable differences, the parties having indicated by their words and conduct that the legitimate purposes of the marriage are no longer being pursued, preventing the parties from pursuing a viable marriage relationship and rendering continuation of the marriage undesirable and impossible, the same being sufficient and here alleged as ground for divorce pursuant to UTAH CODE ANN. § 30-3-1(3)(h), 1953 (as amended).

5. The parties' attempts at reconciliation have been unsuccessful and no expectation exists that the parties will ever resume a meaningful marital relationship.

6. **DIVORCE GRANTED.** The parties are granted a divorce on the grounds of irreconcilable differences.

CHILDREN

7. There is one (1) minor child born as issue of this marriage; to wit, F.A. born April 17, 2023.

8. The State of Utah has jurisdiction over the custody and parent-time issues presented in this

case. The statutes for jurisdiction in Utah are: The Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA), UTAH CODE ANN. §78B-13-101 *et seq.* The section under which Utah has custody is UTAH CODE ANN. §78B-13-102(7) and/or this case meets the criteria under UTAH CODE ANN. §§78B-13-201(1), 207, and 208.

9. The child has resided with the parties in Utah for at least six (6) months preceding the filing of this action. Utah is the home state for the minor child and Utah has jurisdiction under UTAH CODE ANN. §78B-13-102(7).

10. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 *et seq.*, and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 *et seq.*,

11. CARE, CUSTODY AND CONTROL OF THE CHILD. It is in the best interest of the child that Erin and Tanner be awarded the joint legal custody of the child and that Erin be awarded the primary physical custody of the minor child subject Tanner's rights to parent-time in accordance with UTAH CODE ANN. § 81-9-302 or UTAH CODE ANN. § 81-9-304, whichever applies or whatever other and additional parent-time as the parties can agree. In the event they cannot agree, the statutory standard parent time as outlined above will apply.

12. Parent-time will include the following conditions:

- a. The parties currently agree that Tanner have parent-time with the minor child on Mondays and Wednesdays during the days and one weekend day every other week with Tanner providing 48 hours' notice of the day.

- b. For the next three (3) months Tanner will make an effort to exercise his time with the child in the martial home to ease the transition.
- c. Tanner will not have parent-time at his apartment in Tooele when there is a party anywhere in the house.
- d. Tanner may have overnight parent-time with his parents but only if his stepmother is present.
- e. Tanner will begin to exercise regular weekend overnight parent-time pursuant to the statutory parent-time when the child begins kindergarten so long as he lives within a 30 minute drive of the child's school, has suitable housing without roommates other than a family member, and there is no alcohol or illegal drug use or intoxication while the child is in his home.
- f. Neither party will expose the child to illegal drugs or alcohol or allow a third party to do so.
- g. Erin will ensure that the shed on her property is secured at all times when the child is present.
- h. Both parties must utilize a car seat whenever transporting the child, whether in his vehicle or in someone else's.

CHILD SUPPORT AND DAY CARE EXPENSES

13. Erin is informed and believes and upon such information and belief here avers, for the purpose of complying with the strictures of UTAH CODE ANN. §78B-12-113(2)(a) and (b), 1953 (as

amended), that child support services have not been and are not currently being provided on behalf of the dependent child under Part IV of the Social Security Act, 42 U.S.C., §601 *et seq.*

14. For purposes of child support, Erin's gross countable income is to be \$11,250.00 per month derived from her employment with Standard Wellness.

15. For purposes of child support, Tanner' gross countable income is believed to be \$6,000.00 per month derived from his disability from the US Air Force and his school stipend.

16. The party's minor child is in need of support and Tanner will be ordered to pay Erin the amount of \$511.00 per month as and for child support. Child support will begin immediately with one-half Tanner' monthly obligation due on or before the 5th and the remaining one-half due no later than the 20th of each month (Tanner may elect to pay the entire monthly amount of the 5th).

17. Each party will share equally the out-of-pocket cost of work or school related daycare costs. The party incurring such costs will provide written verification of the daycare provider and the cost to the other party within thirty (30) calendar days of payment.

18. The parties will equally share equally all agreed upon extracurricular activities for the Minor Child. The party incurring such costs will provide written verification of the daycare provider and the cost to the other party within thirty (30) calendar days of payment.

CHILD'S HEALTH INSURANCE

19. In accordance with UTAH CODE ANN. § 78B-12-212, 1953 (as amended), the Parties will be ordered to provide health, accident, and dental insurance for the benefit of the parties' minor child for so long as coverage is available at a reasonable cost, with the child of the parties named as

beneficiary thereon. Tanner' insurance will be primary insurance and, if available and economically advisable, Erin's will be secondary.

20. Both parties are to share equally all other reasonable and necessary uninsured medical, therapy/counseling, dental, and orthodontia expenses, including premiums for the child, routine office calls, and co-payments incurred for the dependent child and actually paid by the parties.

21. Should either party incur medical expenses on behalf of the minor child, they will provide written verification of the cost and payment of medical expenses to the other party within thirty (30) calendar days of payment.

22. In addition to any other sanctions imposed by the Court, a party incurring medical expenses will be denied the right to receive credit for the expenses or to recover the other party's share of the expense if that party fails to comply with the next preceding paragraph.

CHILDREN AS PERSONAL EXEMPTIONS

23. Erin will have the right to claim the minor child on her taxes each year.

ALIMONY

24. Neither party will be awarded alimony.

PERSONAL PROPERTY

25. During the course of the marriage relationship the parties acquired certain items of personal property which will be equitably divided by the Court including, but not limited to, the following:

- a. **ERIN**: Her personal effects and clothing, all items of personal property owned by her prior to the marriage, all items of personal property inherited by her or

gifted to her, all personal property currently in her possession, her bank accounts, the child's property in her possession, and the vehicles in her possession (she will refinance any vehicle loans to remove Tanner no later than 30 days after the date that the consumer debt is retired).

- b. **TANNER:** His personal effects and clothing, all items of personal property owned by him prior to the marriage, all items of personal property inherited by him or gifted to him, all personal property currently in his possession, his bank accounts, and the vehicles in his possession (he will refinance any vehicle loans to remove Erin no later than 30 days after the date that the consumer debt is retired).

RETIREMENT BENEFITS

- 26. Each party will be awarded all of their benefits, if any, accrued pursuant to any retirement, 401(k), IRA or pension free from any claim of or by the other.

REAL PROPERTY

- 27. During the course of the marriage the parties did acquire a parcel of real property located in Farr West, Utah.

- 28. The marital home will be awarded to Erin subject to Tanner's right to 50% of the equity therein pursuant to the following conditions:

- a. Tanner has voluntarily vacated the marital home.

- b. Erin has the right to occupy and possess the marital home subject to her obligation to pay/maintain the expenses thereof and hold Tanner harmless therefrom.
- c. Once the parties' consumer debt is paid off or within twelve (12) months, whichever occurs first, Erin will refinance the marital home in order to pay Tanner his share of the equity.
- d. The proceeds of any refinance will first be applied to retire the debt of the parties, if any remain, and then to a division of equity.
- e. Tanner's equity share will be $\frac{1}{2}$ of the total equity at the time of refinance minus 5%.

FINANCIAL DEBT

29. During the marriage relationship the parties acquired certain debts and financial obligations which SHALL be the responsibility of the party who incurred the particular debt and will be paid as follows:

- a. The parties will cooperate to continue to place sufficient money in the joint account to pay off all marital consumer debt (excluding the party's vehicles).
- b. Payments will be 50/50 until the debts are paid in full.
- c. Tanner's contribution will be inclusive of his child support payment.
- d. Once the debts are retired and the home refinanced, the parties will no longer be required to maintain a joint account.
- e. Once the debts are retired and the home refinanced, Tanner will then pay his

child support directly to Erin.

30. Should either party fail so to pay the debts as herein specified and/or notify their respective creditors or obligees as herein provided, the above-entitled Court may hold such defaulting party in contempt and/or reopen the property division hereunder to compensate the party not otherwise in default, for such failure to pay or notify, and/or fashion any other remedy which the Court deems fair and equitable, including awarding to the non-defaulting party his or her costs and attorney's fees incurred as a result of such default.

ATTORNEY'S FEES

31. The parties will be responsible for their own costs and attorney's fees.

MISCELLANEOUS PROVISIONS

32. Each party will be ordered to execute and to deliver to the other such documents as are required to implement the provisions of the Decree of Divorce hereafter to be entered herein by the Court.

33. Each party will, upon entry of the Decree of Divorce herein contemplated, promptly, at any time or times reasonably required, make, execute and deliver to the other any further assurance, release, contract, document and instrument necessary to implement the provisions thereof.

34. The Court will grant such other and further relief as it may deem just and appropriate in this matter.

PARENTING PLAN

35. The parents will discuss which each other and mutually decide the significant decisions regarding the Child, including, but not limited to, the Child's education, health care, and religious

upbringing. Either parent may make emergency decisions regarding the health or safety of the Child.

36. Day to day decisions regarding the care, control and discipline of the parties' Child will be made by the parent with whom the Child reside/are residing at the time.

37. Any parental duties or rights not specifically addressed in this plan will be made by the primary custodial parent.

38. Should the parties have a dispute regarding a major issue regarding the health, education, or religious upbringing of the Child that they cannot resolve between them after discussion, Erin will be the final decision maker.

39. Should Tanner feel that a decision made under this parenting plan is contrary to the best interests of the Child, Tanner may seek review of that decision through the process described in the below paragraphs dealing with mediation.

40. **MEDIATION.** When mutual decision-making is designated but cannot be achieved, the parties will make a good faith effort to resolve the issue through mediation where possible, before seeking enforcement or modification of the terms and conditions of joint legal and/or physical custody through litigation, except in emergency situations requiring immediate orders to protect the Child. In the mediation process the following will apply:

- A. preference will be given to the provisions in the parenting plan;
- B. parents will use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support, unless an emergency exists;

- C. a written record will be prepared of any agreement reached in counseling or mediation and provided to each party;
- D. if the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent; and
- E. the district court will have the right of review from the dispute resolution process.

41. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue prior to requesting review. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. The court has the right of review from mediation, counseling, and arbitration.

42. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the Child and mediation has not successfully resolved the dispute, that parent may seek court review of the decision through the appropriate petition or motion.

43. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing parent. The court has the right of review from mediation, counseling, and arbitration.

44. The advisory guidelines, as promulgated in UTAH CODE ANN. § 81-9-202, will apply to this case as follows:

- A. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- B. The parent-time schedule will be utilized to maximize the continuity and stability of the Child's life.
- C. Special consideration will be given by each parent to make the Child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the Child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- D. When the Child is in their custody, each party will have the Child ready for parent-time at the time the Child are to be picked up for parent-time by the other party and will be present at the home or will make reasonable alternate arrangements to receive the Child at the time the Child are returned. The party picking up the Child will make every reasonable effort to be on time both to pick-up and drop-off the Child before and after parent-time.
- E. Regular school hours may not be interrupted for a school-age Child for the exercise of parent-time by either parent.
- F. The court may make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents and may increase the parent-time allowed to the non-custodial parent but may not diminish the standardized parent-time provided in Section 30-3-35.

- G. The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.
- H. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court ordered parent-time schedule.
- I. Each parent will notify the other parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the Child are participating or being honored, and both parents will be entitled to attend and participate fully.
- J. Each parent will have access directly to all school reports including preschool and daycare reports and medical records and will be notified immediately by the other parent in the event of a medical emergency.
- K. Each parent will provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.
- L. Each parent will permit and encourage, during reasonable hours, reasonable and uncensored communications with the Child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available, provided that if the parties cannot agree on whether the equipment is reasonably available, the court will decide whether the equipment for virtual parent-time is reasonably available, taking into consideration:

- i. the best interests of the Child;
- ii. each parent's ability to handle any additional expenses for virtual parent-time; and
- iii. any other factors the court considers material.

M. **RIGHT OF FIRST REFUSAL.** Parental care will be presumed to be better care for the Child than surrogate care and the court will encourage the parties to cooperate in allowing the non-custodial parent, if willing and able to transport the Child, to provide the childcare for periods of time that are 4 hours or greater when the custodial parent will be unavailable.

- i. The party with the child in their custody will notify the other of a period of 4 hours or more that they will be unavailable. The other party will notify that they will exercise the right of first refusal as soon as practicable, but in no wise more than 12 hours.
- ii. Childcare arrangements existing during the marriage are preferred as are childcare arrangements with nominal or no charge.

N. Each parent will provide all surrogate care providers with the name, current address, and telephone number of the other parent and will provide the non-custodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

- O. Each parent will be entitled to an equal division of major religious holidays celebrated by the parents, and the parent who celebrates a religious holiday that the other parent does not celebrate will have the right to be together with the Child on the religious holiday.

45. CHANGE OF ADDRESS: Each party should provide the other with, and inform the other within twenty-four (24) hours of, of any change of his/her current address and telephone number.

46. Neither party is entitled to extended vacations during the other party's parent-time except as set forth in the holiday and vacation provisions of UTAH CODE ANN. § 3-3-35 and/or as agreed between the parties.

47. Each party will provide no less than thirty (30) days' notice of any trips with the Child outside of their state of residence or the United States. Such notice will contain a detailed itinerary for the trip with addresses where the Child will be staying and telephone numbers where the Child may be reached.

48. RELOCATION. When either parent decides to move from the State of Utah, or one-hundred-fifty miles or more from their current residences, the relocating parent will comply with the provisions found in UTAH CODE ANN. § 81-9-209.

49. Upon relocation, all possible considerations regarding custody should be given to maintaining stability in schooling, familial relationships, and community support for the Minor Child.

50. MUTUAL ORDERS OF RESTRAINT. All communication between Erin and Tanner will be at reasonable times and in a reasonable manner, and they will have the affirmative duty to

assure that their respective friends, acquaintances and extended family members refrain from any action or disparaging communication to or in the presence of the Child, the consequence of which would reasonably be to subject the other parent to disdain, ridicule or humiliation.

51. The parties will be mutually and permanently restrained from interfering with the other party's parent-time and from removing the Child from the other party or secreting the Child away.

52. The parties will be mutually restrained from committing any domestic violence against each other, the child, or in the presence of the child.

53. The parties will be mutually restrained from doing anything to the Minor Child that could reasonably be considered child abuse, physical abuse, or emotional abuse.

54. While in the presence of the Minor Child, the parties will be mutually restrained from engaging in disparaging remarks relating to the other parent. The parties will not engage in any behavior designed to distance or alienate the other parent from the Minor Child. The parties will not allow any third party to engage in behavior designed to alienate the Child from the other parent.

55. The parties will be mutually restrained from engaging in alcohol use, illegal drug use and/or illegal prescription drug use within the presence of the Child. The parties will not allow any third party from doing the same within the presence of the Minor Child.

56. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

57. This parenting plan is filed by Erin in good faith and Erin believes the plan is in the best interests of the parties' Child.

--End Parenting Plan--

-ORDER EFFECTIVE IF SIGNED BY THE COURT ON THE TOP OF THE FIRST PAGE-

DATED this 10th day of June 2026

APPROVED OF FORM:

/S/ Tanner Agren

TANNER AGREN

(signed with permission via email)

BARTLETT & WEBSTER, by:

/S/ John M. Webster

JOHN M. WEBSTER

Attorney for Erin Macavinta

NOTICE OF INTENT TO SUBMIT FOR SIGNATURE

TAKE NOTICE that that in accordance with Utah Rule of Civil Procedure 7, the foregoing ORDER will be submitted to the Court at the expiration of 7 days from the undersigned date (plus 7 for mailing) unless an objection as to the form of the order is filed with the Court prior to that time. I hereby certify that on the 10th day of June 2026, the foregoing order was served on Tanner Agren at agrencell@gmail.com.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of June 2026, I caused a true and correct copy of the above and foregoing Decree of Divorce via postal mail to the following:

TANNER AGREN

agrencell@gmail.com

/S/ Jordane Rohde

JORDANE ROHDE

Paralegal at Bartlett & Webster