



TRAVIS R. MARKER #09955
PO BOX 13444
Ogden, UT 84412
Phone (385) 626-1940
Email: markerlawmediation@gmail.com

Attorney for Petitioner

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

IN THE MATTER OF THE MARRIAGE OF: DEVIN QUINN ROSEBROCK Petitioner vs. JAQUELIA CHIANN LOUISA ROSEBROCK, Respondent.	DECREE OF DIVORCE Case No. 264900141 Judge: RENSTROM Commissioner: WILSON
---	--

This matter came before the court by way of the parties' stipulation and findings of fact and conclusions of law. Based on said documents the court hereby enters the following order:

JURISDICTION AND GROUNDS

1. **JURISDICTION**: The Petitioner currently is a resident of Weber County and has so resided for at least three months prior to the filing of this action.
2. **GROUNDS**: The parties acknowledge that irreconcilable differences have arisen destroying the legitimate bonds of matrimony.

3. MARRIED: The parties were married October 3, 2015, in Ogden, UT.
4. SEPARATION: The parties separated on December 5, 2025.
5. MINOR CHILDREN: The parties have one minor children as issue to this marriage to wit: E.A.R. dob 12/4/2019.
6. CUSTODY AND PARENT-TIME: The Petitioner is awarded sole legal and sole physical custody of the parties' minor child, with Respondent having parent time as the parties can agree. If the parties do not agree, they will follow Utah Code 81-9-302. The parties agree that holidays and summer will be as agreed upon and if parties do not agree that they will follow the summer/holiday schedule outlined in Utah Code 81-9-302 with Respondent following the non-custodial schedule. The one exception to this is that summer parent time will be 1week blocks instead of 2 week blocks. Once Respondent has a place of her own and has a space and bed for E.R. that parties will go back to mediation to evaluate changing physical custody.
7. CHILD SUPPORT: The Petitioner's monthly income is \$5,505.00 per month and Respondent's monthly income is \$2,275.00 per month. The monthly obligation of Respondent is \$263. The parties agree that in lieu of Respondent getting her ½ of Petitioners retirement, she will be credited \$39,000 which is anticipated to cover 12 years of child support.

Child support has been calculated according to the uniform child support guidelines and according to a sole custody worksheet.

- a. The child support award may be modified prospectively pursuant to §78B-12-210 (8) and (9):

(1) §78B-12-210(8)(a): If a child support order has not been issued or modified within the previous three years, a party may petition the court to adjust the amount of a child support order.

(2) §78B-12-210(8)(b): If there is a difference of 10% or more and the difference is not of a temporary nature, the court shall adjust the amount to that which is provided for in the guidelines.

(3) §78B-12-210(9)(a): A party may, at any time, petition the court to adjust the amount of a child support order if there has been a substantial change in circumstances.

(4) §78B-12-210(9)(b): A substantial change in circumstances may include:

- (i) material changes in custody;
- (ii) material changes in the relative wealth or assets of the parties;
- (iii) material changes of 30% or more in the income of a parent;
- (iv) material changes in the ability of a parent to earn;
- (v) material changes in the medical needs of the child; and
- (vi) material changes in the legal responsibilities of either parent for the support of others.

(5) §78B-12-210(9)(c): The court shall determine whether a substantial change has occurred. If it has, the court shall then determine whether the change results in a difference of 15% or more between the amount of child support ordered and the amount that would be required under the guidelines. If there is such a difference and the difference is not of a temporary nature, the court shall adjust the amount of child support ordered to that which is provided for in the guidelines.

b. The sole custody worksheet was used in calculating the child support in this

matter. If the physical living arrangements of a child changes from what is ordered (not including temporary changes for parent-time or visitation), then pursuant to Utah Code 78B-12-108 a parent whom the child is not residing with is required to pay to whoever the child is residing with the amount of support set out above for that parent and described as "the base child support amount." The parent should automatically begin paying this base support amount without the need to modify this child support order.

c. Pursuant to §78B-12-216, UTAH CODE ANNOTATED (as amended), the base child support award should be reduced by fifty percent (50%) for each child for time periods during which the child is with the noncustodial parent by order of the court or by written agreement of the parties for at least twenty-five (25) days of any thirty (30) consecutive days, or 25% for each child for time periods during which the child is with the noncustodial parent by order of the court, or by written agreement of the parties for at least 12 of any 30 consecutive days of extended parent-time. Normal visitation and holiday visits to the custodial parent shall not be considered an interruption of the consecutive day requirement. The per child amount to which the abatement applies shall be calculated by dividing the base child support by the number of children included in the award.

8. MEDICAL INSURANCE FOR THE BENEFIT OF THE MINOR CHILDREN:

Petitioner is to pay for medical insurance to cover E.R. as long as he is able to get it at a reasonable cost. Each party will pay half of the premium for E.R. as well as half of all out-of-pocket medical expenses pursuant to Utah Code 78B-12-212:

a. Both parties should be required to maintain medical, hospital, dental and vision insurance for the dependent child where available at reasonable cost and the insurance coverage is accessible to the children.

9. UNINSURED MEDICAL/DENTAL: Each parent shall share equally in all reasonable and necessary uninsured medical, dental, optical and orthopedic expenses, including deductibles, premiums, and co-payments incurred for the benefit of the minor children. The parent who incurs any such medical expense should provide the other parent with written verification of the costs and payment of the medical expense within 30 days of payment. The non-incurring parent should then reimburse the incurring parent one-half (½) of said payment within 30 days of receipt of written verification.

10. ACTIVITIES: The parties agree that any extra curricular activities that E.R. participates in will be split equally between parties if parties agree in writing to put E.R. in that activity. Furthermore, parties agree that they will make sure that E.R. gets to those activities on their parent time. If parties do not agree on an activity, the parent that wants E.R. to participate in that activity can pay for the full cost of that activity, but it cannot disrupt the other parents' parent time.

11. TRANSPORTATION: Transportation will be as parties can agree, if they do not agree, the party picking up will be the one to transport E.R.

12. CHILD CARE: The parties will be responsible for their own costs for any childcare that they need during their parent time

13. FIRST RIGHT OF REFUSAL: Parties agree if they are not able to be with E.R. for a duration of 4 hours or longer that they will first offer the other parent to take that

time with E.R. prior to having another person or childcare for E.R.

14. TAX DEDUCTIONS: Petitioner will claim the parties minor child on even years and Respondent will claim her on Odd years.

15. REAL PROPERTY: The Parties do not have any real property, but they do have a trailer that they own that is located at 4375 Weber River Dr. #24 Ogden, UT 84405.

The Parties agree that the trailer should be awarded to Devin.

16. PERSONAL PROPERTY: The Parties have personal property that they agree to divide as outlined:

- 2 White nightstands to Chiann
- Vanity table to Chian
- Black tree bookcase/lamp to Chiann
- 65" television and stand to Chiann
- Pink Keyboard and mouse/mouse pad to Chiann
- White ottoman to Chiann
- Fluffy chair in Evalynn's room to Chiann
- Bear collection w/coins in feet to Chian
- Scrimshaw to Chiann
- Chiann will also receive all of her clothing, her photos, her books, her box of quilt pieces, her bathroom supplies and storage container, her blankets, and her A54 5G phone. All other personal property including the king size bedframe and Evalynn's dresser and bed will be awarded to Devin.

17. DEBTS: Each party will be responsible for the debts in their

own names.

18. BANK ACCOUNTS: Parties will keep their own bank accounts and any money that they have in their accounts.

19. RETIREMENT/INVESTMENT ACCOUNTS: Parties agree that Devin has about \$78,000.00 in his 401k in lieu of Chiann paying child support.

20. PUBLIC ASSISTANCE: Neither party is currently receiving public assistance.

21. ALIMONY: Neither party shall receive alimony.

22. MAIDEN NAME: Petitioner shall have the option to have her maiden name restored if she so chooses.

20. DOCUMENT DELIVERY: Each party should be 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 60 days of the entry of the divorce decree, the other party may bring an Order to Show Cause at the expense of the disobedient party and seek that the Court 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 should have the same effect as if executed by the disobedient party.

END OF ORDER
Signed electronically above

APPROVED AS TO FORM AND CONTENT:

/s/ DEVIN ROSEBROCK
Petitioner

Signed by Travis R. Marker
With permission from Devin Rosebrock

/ s/ JAQUELIA CHIANN LOUISA ROSEBROCK
Respondent
Signed by Travis R. Marker
With permission from Jaquelia Chiann Louisa Rosebrock