

Wesley Lloyd Davis

Name

599 N. 1450 West

Address

Lehi, Utah 84043

City, State, Zip

801-455-5065

Phone

wdaviscoparent@yahoo.com

Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

Second Amended

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Wesley Lloyd Davis

(name of Petitioner)

and

Lisa Ellen Davis

(name of Respondent)

Other parties (if any)

Divorce Decree

264400676

Case Number

Howell

Judge

Ito

Commissioner (domestic cases)

The court decrees:

Divorce

1. Wesley Lloyd Davis is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Wesley Lloyd Davis. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Wesley Lloyd Davis** and **Lisa Ellen Davis** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Nofear Lyle Davis**

Date of Birth: **Nov 29, 2016**

b.

Child Name: **Everest Joy Davis**

Date of Birth: **Oct 21, 2018**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Nofear Lyle Davis**

Date of Birth: **Nov 29, 2016**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Nov 29, 2016**

Address: **599 N. 1450 West, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Lisa Davis**

Caretaker current address: **599 N. 1450 West, Lehi, Utah 84043 United**

States

(2).

Caretaker at this address: **Wesley Davis**

Caretaker current address: **599 N. 1450 West, Lehi, Utah 84043 United**

States

b.

Child Name: **Everest Joy Davis**

Date of Birth: **Oct 21, 2018**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Oct 21, 2018**

Address: **599 N. 1450 West, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Lisa Davis**

Caretaker current address: **599 N. 1450 West, Lehi, Utah 84043 United**

States

(2).

Caretaker at this address: **Wesley Davis**

Caretaker current address: **599 N. 1450 West, Lehi, Utah 84043 United**

States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Wesley Lloyd Davis** and **Lisa Ellen Davis**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Wesley Lloyd Davis** and **Lisa Ellen Davis** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Wesley Lloyd Davis** and **Lisa Ellen Davis**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Wesley Lloyd Davis** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Wesley Lloyd Davis**'s home **182** overnights each year and in **Lisa Ellen Davis**'s home **183** overnights each year.

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

Week	Evening	Parent
1	Monday	respondent
1	Tuesday	respondent
1	Wednesday	petitioner
1	Thursday	petitioner
1	Friday	respondent
1	Saturday	respondent
1	Sunday	respondent
2	Monday	respondent
2	Tuesday	respondent
2	Wednesday	petitioner
2	Thursday	petitioner
2	Friday	petitioner
2	Saturday	petitioner
2	Sunday	petitioner

Parent-time for special occasions

11. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Labor 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	Odd years	Even years

Holiday	Period	Noncustodial Years	Custodial Years
	election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.		
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: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	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

Holiday	Period	Noncustodial Years	Custodial 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 Break	The parents will discuss and agree on a flexible plan in sharing the Thanksgiving Break with the children from year to year. The parents value providing the children time with extended family during their Thanksgiving school break.	50/50	50/50
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. 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 7 p.m.	Odd years	Even years
Christmas Eve	The parents agree to share Christmas Eve in a collaborative manner, giving the children an opportunity to spend time with extended family and cousins.	50/50	50/50
Christmas Day	The parents agree to	50/50	50/50

Holiday	Period	Noncustodial Years	Custodial Years
	share Christmas Day in a collaborative manner as they mutually agree from year to year.		
New Year's Eve	(1) Holiday begins on December 31st at 4 p.m. (2) Holiday ends on January 1st at 9 a.m.	Even years	Odd years
New Year's Day	(1) Holiday begins on January 1st at 9 a.m. (2) Holiday ends on January 1st at 9 p.m.	Even years	Odd years
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. (1) Holiday begins Friday at: (2) Holiday ends: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.		
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	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: (a) upon	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.		
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: Lisa Ellen Davis is the mother
Summer Break	The parents will alternate from year to year who will have priority in making vacation requests. The parents will provide at least 4 months advance notice of vacation requests that include vacations with the children and without the children. The parents agree that each parent may enjoy equal vacation time with one or both of the children each summer. The monthly parent-time schedule will be followed outside of specific summer plans unless the parents agree to schedule a different summer schedule (i.e. week on, week off).		
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day	Even years	Odd years

Holiday	Period	Noncustodial Years	Custodial Years
	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.		
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
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	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. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Lisa Ellen Davis' Birthday	Lisa Ellen Davis will have parent-time each		All years

Holiday	Period	Noncustodial Years	Custodial Years
	year starting on the evening before her birthday and extending until the morning following her birthday.		
Wesley Davis' Birthday	Wesley Davis will have parent-time each year starting on the evening before his birthday and extending until the morning following his birthday.	All years	
Holiday	Period	Noncustodial Years	Custodial Years
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. Wesley Lloyd Davis is the father.	

Parent-time transfers

12. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

13. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

14. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

15. The school the children will attend is based on a specific plan for where the children will attend school: **The parents shall agree from year to year the school for each of their children according to the children's needs and best interests..**

16. Wesley Lloyd Davis and Lisa Ellen Davis has authority to check the children out of school. Wesley Lloyd Davis and Lisa Ellen Davis has access to the children during school. If the parents cannot agree, education decisions will be made by Lisa Ellen Davis.

Communication with each other

17. Parents will communicate with each other by any method.

Communication with the children

18. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

19. Parents and children may communicate with each other whenever the children choose.

- By any method

20. Other terms about communication with the children: **The parents agree to discuss and agree on an appropriate age for their daughter to have a cell phone and what restrictions shall be placed on her cell phone. The parents will agree on the appropriate way to pay and share their daughter's cell phone expenses.**

Records and information sharing

21. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

22. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

23. If the children will be travelling for more than **7** days, the parent arranging the travel will notify the other parent at least **7** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

24. Other agreements about travel by the children: **The parents agree to cooperatively work together in applying for passports for their children and**

sharing all fees in a 50/50 manner. The parents shall both have access to the children's passports when needed. The parents agree to provide at least 30 days advance notice of any intended international travel and to provide a general itinerary and emergency contact phone numbers to his/her co-parent.

Child care

25. A child care provider for our children must be:
26. Other terms about child care: **The parents agree to discuss and agree on a list of child care providers they both feel comfortable with.**

Relocation of a parent

27. Neither parent may relocate with the minor children more than **30** miles from their current residence without a written agreement signed by the parties or further court order.
28. Other terms about relocating: **The parents agree that they will not relocate with the minor children more than 30 miles from their current address of 599 N. 1450 West, Lehi, Utah without a written agreement signed by the parties or further court order.**
29. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **If one or both parents move to a location that makes their 50/50 parent-time schedule impractical and unworkable, they agree to redesign their parent-time schedule and design an equitable manner to share transportation responsibilities and expenses. The parents agree to return to mediation if they need assistance in redesigning their parent-time plan.**
30. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.
31. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

32. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:
- a. **Mediation**
33. Other agreements about resolving disputes:
- b. **Lisa Davis and Wesley Davis will make all major parenting decisions in a joint manner, including all decisions regarding the education, medical care, dental care, orthodontic care, counseling, child care, extracurricular activities and other major parenting decisions. The parents agree to discuss, research**

options, and consult with experts and health care professionals if needed in making joint parenting decisions. The parents agree to return to mediation if they need assistance prior to seeking a resolution in court.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

34. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Wesley Lloyd Davis) (Utah Code 81-6-203)

35. **Wesley Lloyd Davis's** gross monthly income for child support purposes is **\$18286**.

Wesley Lloyd Davis receives the following gross monthly income:

- a. **Wesley Lloyd Davis** is employed at **Adobe Inc.. Wesley Lloyd Davis** earns **\$18286** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Lisa Ellen Davis) (Utah Code 81-6-203)

36. **Lisa Ellen Davis's** gross monthly income for child support purposes is **\$3312**. **Lisa Ellen Davis** receives the following gross monthly income:

- a. **Lisa Ellen Davis** is employed at **Intermountain Health**. **Lisa Ellen Davis** earns **\$3312** gross (pre-tax) monthly income working a 40-hour a week job or less.

37. The adjusted gross monthly income for **Lisa Ellen Davis** is **\$3312**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

38. It is in the best interest of the children that **Wesley Lloyd Davis** be ordered to pay child support to **Lisa Ellen Davis** as follows:

a. **\$989.00** per month base support. This amount complies with the Utah Child Support Act.

39. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

40. The **joint** custody worksheet was used to calculate child support.

41. The base child support amount using the joint custody calculation is **\$989** per month.

Child support reduction for extended parent-time

42. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

43. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

44. Child support will be paid as follows:

Wesley Davis will set up an interbank transfer of his monthly child support obligation to Lisa Davis and may pay in two equal installments each month.

45. The issue of past-due child support may be decided by future court or administrative action.

46. **Wesley Lloyd Davis** and **Lisa Ellen Davis** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Lisa Ellen Davis**, **Wesley Lloyd Davis** will reimburse **Lisa Ellen Davis** for half the fee.

47. The parties must notify each other within 30 days of any change in their income.

48. The parties will do the following for child related support or expenses:

a. Wesley Davis agrees to pay a monthly child support obligation of \$1,500 beginning in June, 2026. The parents agree to review this child support amount in February, 2027 to ensure it feels workable by the parties. Lisa Ellen Davis will be entitled to any self pay from the DSPD. The parents will discuss and pre-approve any additional child rearing expenses they deem appropriate to share. These expenses will include the children's clothing, winter wear, extracurricular activities, school related fees, camps, cell phone expenses, car and maintenance expenses for Everest and other court ordered expenses. They agree to share these additional child rearing expenses in a 50/50 manner. The parents shall give each other 30 days to respond to requests for reimbursement for all child rearing expenses referenced above.

49. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

50. As long as **Wesley Lloyd Davis** is current on all child support and other court-ordered financial obligations, **Wesley Lloyd Davis** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

a. **Everest Joy Davis**

51. As long as **Lisa Ellen Davis** is current on all child support and other court-ordered

financial obligations, **Lisa Ellen Davis** may claim the following children as dependents/exemptions for tax purposes as allowed by law:

b. **Nofear Lyle Davis**

Child health care (Utah Code 81-6-208)

52. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

53. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Wesley Lloyd Davis's** insurance will be primary coverage.
- **Lisa Ellen Davis's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Wesley Lloyd Davis's** spouse's insurance will be primary coverage.
- **Lisa Ellen Davis's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.

h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

54. All reasonable work, career, or occupational training-related child care expenses will

be paid as follows

Each parent will be responsible for paying his or her own child care expenses.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

55. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

56. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

57. Vehicles will be divided as follows:

a.

Year: **2021**

Make: **Kia**

Model: **Sedona**

VIN: **Vin #**

Owner (before divorce): **Wesley Lloyd Davis**

Current value: **\$15,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Lisa Ellen Davis**

Loan: **N/A**

b.

Year: **2004**

Make: **Toyota**

Model: **4 Runner**

VIN: **VIN#**

Owner (before divorce): **Wesley Lloyd Davis**

Current value: **\$4,000.00**

Amounts Estimated: **no**

Ownership After Divorce: **Wesley Lloyd Davis**

Loan: **N/A**

c.

Year: **2023**

Make: **Ford**

Model: **Transit**

VIN: **VIN#**

Owner (before divorce): **Lisa Ellen Davis**

Current value: **\$100,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Lisa Ellen Davis**
Loan: **N/A**

58. **Wesley Lloyd Davis** will receive the following property:

a. All furniture, household items, and personal effects assigned to Wesley Davis.

59. **Lisa Ellen Davis** will receive the following property:

a. All furniture, household items, and personal effects assigned to Lisa Davis.

Debts

60. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

61. The parties acquired the following real property during the marriage:

a.

Description: **House**

Address: **599 N. 1450 West, Lehi, Utah, Utah 84043 United States**

Tax ID: **66:565:0089**

Legal Description: **Lot 89, Sage Vista Sub Area 0.585 AC**

Date property acquired: **Nov 28, 2018**

Names on title: **Wesley Lloyd Davis**

Original cost: **\$948,500**

Current value: **\$1,736,000.00**

Property values estimated: **no**

Disposal: **Lisa Ellen Davis and Wesley Lloyd Davis have equalized and agreed on a property settlement for their marital assets. Wesley Lloyd Davis shall be awarded the parties' marital home located at 599 N. 1450 West, Lehi, Utah 84043. All equity in the home will be awarded to Wesley Lloyd Davis. Wesley Davis shall be responsible for all liabilities related to the Lehi home. The parties will nest in the home until Lisa Davis moves in her home at the beginning of the summer, 2026, or at a mutually agreed on time.**

i.

Creditor: **N/A**

Names on mortgage: **Wesley Lloyd Davis**

Date mortgage acquired: **Nov 28, 2018**

Mortgage balance: **\$416,000.00**

Monthly payment: **\$2,623.17**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Wesley Lloyd Davis will pay the entire debt. Wesley Lloyd Davis will provide a copy of the divorce decree to the lender.**

Alimony

62. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

63. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

64. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **5195**

Plan Name: **Adobe Inc. 401(k) Plan**

Plan Administrator: **Vanguard**

Company Name: **Adobe Inc.**

Address: **unknown**

Date Opened: **Jan 1, 2015**

Plan Value: **\$265000**

This plan is in the name of: **Wesley Lloyd Davis**

Divide as follows: **The retirement money should be awarded by dollar amount.**

Wesley Lloyd Davis should be awarded \$124599 and Lisa Ellen Davis should be awarded \$140401. Wesley Lloyd Davis should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 90 days after the divorce decree is entered.

b.

Account Number: **0330**

Plan Name: **University of Utah Retirement Account**

Plan Administrator: **TIAA**

Company Name: **University of Utah**

Address: **Utah**

Date Opened: **Jan 1, 2010**

Plan Value: **\$153000**

This plan is in the name of: **Lisa Ellen Davis**

Divide as follows: **The entire account should be awarded to Lisa Ellen Davis.**

C.

Account Number: **5576**

Plan Name: **Intermountain Health 401(k) Plan**

Plan Administrator: **T Rowe Price**

Company Name: **IHC**

Address: **Utah**

Date Opened: **Mar 1, 2025**

Plan Value: **\$860.86**

This plan is in the name of: **Lisa Ellen Davis**

Divide as follows: **The entire account should be awarded to Lisa Ellen Davis.**

Additional provisions

65. The parties will adhere to the following additional provisions:

a.

Additional Provision: **Lisa Davis and Wesley Davis agree to be collaborative co-parents and raise their children in a respectful and cooperative manner. They agree to hold a weekly logistically meeting on Monday morning at 11 a.m. (or another mutually agreed on time) by phone. They agree to check in as co-parents as needed by email or text. They agree to request a phone call for more extensive discussions. The parents agree to respond to emails or texts from their co-parent within 24 - 48 hours. They agree to keep a logbook while they are nesting to share important information.**

b.

Additional Provision: **Lisa Davis and Wesley Davis agree to give invitations to each other for special events involving the children. They agree to honor the children's relationships with extended family members.**

c.

Additional Provision: **Lisa Davis and Wesley Davis agree to not introduce the children to an exclusive new partner for at least twelve months after their divorce is final. The parents agree to not introduce the children to a new romantic partner until six months of exclusive dating. They agree to provide advance notice to their co-parent prior to him or her introducing the children to an exclusive new partner. If requested by one's co-parent, a co-parent will introduce his or her exclusive new partner to his or her co-parent prior to**

introducing the children to the new partner. The parents agree that Wesley Lloyd Davis will not cohabitate specifically in their former marital residence, 599 N. 1450 West, Lehi, Utah. The parents agree to ask the children to call a step parent by his/her name, reserving the names of Mom and Dad for the parents.

d.

Additional Provision: Lisa Davis and Wesley Davis agree to discuss a plan for Nofear's residential needs, a parent-time schedule, and an equitable sharing of his expenses and tax exemption after he turns 18 years old. The parents agree to discuss and assist in designing a post-high school plan for their daughter, Everest. The parents agree to return to mediation if they need assistance in making these plans for their children.

e.

Additional Provision: The court shall award to Lisa Ellen Davis her real estate contract for a new home in Saratoga Springs, Utah. Lisa Davis shall be responsible for all liabilities related to that real estate contract.

f.

Additional Provision: Wesley Davis shall be awarded his Fidelity IRA, which he started prior to the marriage. Lisa Davis shall be awarded her University of Utah Annuity Plan which she started prior to the marriage.

g.

Additional Provision: Lisa Davis and Wesley Davis have collaboratively agreed on an equitable, marital property settlement, summarized by a spreadsheet that was signed by both parties. The parties have transferred necessary assets according to their spreadsheet. Lisa Davis shall be awarded all cash, investments, and other property as designated by the spreadsheet. Wesley Davis shall be awarded all cash, investments, and other property as designated by the spreadsheet. A copy of the signed spreadsheet equitably dividing their marital property was emailed to their mediator, Liz Dalton, J.D.

h.

Additional Provision: Lisa Davis shall be awarded all bank accounts, brokerage accounts, and other property assigned to her in the parties' equitable financial settlement. She shall be responsible for all credit cards, debts, and other liabilities in her name.

i.

Additional Provision: **Wesley Davis shall be awarded all bank accounts, brokerage accounts, and other property assigned to him in the parties' equitable financial settlement. He shall be responsible for all credit cards, debts and other liabilities in his name.**

j.

Additional Provision: **The parties shall cooperatively work together to prepare a qualified domestic order, after their divorce is finalized, that will be necessary to rollover certain retirement funds to Lisa Davis from Wesley Davis' Adobe Inc. 401k Plan. If the parties cannot use a QDRO form from Vanguard, they shall retain Rori Hendrix, J.D. to prepare the necessary QDRO order.**

k.

Additional Provision: **For federal and state tax filing purposes, Wesley Davis shall be assigned Everest Joy Davis as a tax exemption and will be assigned to care for her six months and one day per year in order to qualify for head of household tax filing status. Lisa Davis shall be assigned No Fear Lyle Davis as a tax exemption and will be assigned to care for him six months and one day per year in order to qualify for head of household tax filing status.**

l.

Additional Provision: **The court shall award property and inheritance held separately or owned prior to the marriage to the party owning such separate property.**

m.

Additional Provision: **The parents feel confident in making all major decisions regarding their children. The parents feel confident in consulting with health care professionals, school counselors, therapists, and other professionals in assisting them work through any disagreements or impasses on major parenting issues. The parents shall return to mediation if needed to resolve a major parenting issue, regarding education, health care, counseling or other major parenting issue, prior to seeking a resolution in court.**

n.

Additional Provision: **The parents feel confident in sharing parent-time in a 50/50 manner as they mutually agree and will confirm their parent-time schedule in a shared google calendar on a month to month basis. The parents agree to designate equal one on one time with each of their children as they mutually agree to ensure each child receives special attention. Both parents**

will have open access to their children's health care appointments, school events and extracurricular activities. Whenever it is reasonable, the parents will design exchanges to occur at therapy and at school and will specify exchange times and locations on their shared google calendar. The parents agree to share holiday time with the children as they mutually agree in a 50/50 manner. The parents will be open to sharing birthdays and other family events together. The parents agree to use the Utah Holiday Schedule for ideas and as a tie-breaker if they need assistance dividing up holidays with their children.

O.

Additional Provision: The parents will communicate first by email, and if no response is received within 48 hours, then by text or phone call. For any emergency or an urgent matter, the parents will call or text each other. The parents agree to respect each other's meal times and bedtimes with the children.


P.


Additional Provision: The parties shall return to mediation if they need assistance implementing the provisions of their Decree of Divorce.

Duty to sign documents

66. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Judge's signature may instead appear at the top of the first page of this document.

Date <u>5.4.26</u>	Signature ▶ <u></u>
Date _____	Judge <u>Shawn Hoot</u>
Date _____	Signature ▶ _____
	Commissioner _____



Approved as to Form.

Other Party
Signature ►

Lisa E. Davis 4/30/26

Other Party
Name Lisa Ellen Davis

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Lisa Ellen Davis**

Method of service: **Hand Delivery**

Address: **599 North 1450 West, Lehi, UT 84043**

Date of Service: **Apr 25, 2026**

04/25/2026

Date

Signature ►

Wesley Lloyd Davis

Printed
Name

Wesley Lloyd Davis