



Brancy Davis

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR UTAH COUNTY
STATE OF UTAH

In the Matter of the Marriage of

BRANCY DAVIS, and
JEFFERY DAVIS.

DECREE OF DIVORCE

Case No. 264400014

Judge Derek Pullan

Commissioner Marla Snow

THE ABOVE-ENTITLED having come before the Court on a written stipulation of the parties, hereafter, Brancy Davis (Brancy or Mother) and Jeffery Davis (Jeffery or Father), an acceptance, waiver, and consent, and an affidavit of grounds and jurisdiction, the Court having taken all matters herein under advisement, and being fully advised in the premises, having heretofore entered its Findings of Fact and Conclusions of Law, and for good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. Divorce: The parties are hereby granted a Decree of Divorce from each other dissolving the bonds of matrimony heretofore existing between the parties. The decree shall become absolute on the date it is signed by this Court and entered by the Clerk.

2. Residency: Brancy is a bona fide resident of Utah County, State of Utah, and has been for three (3) months immediately prior to the filing of this action.
3. Marriage: The parties married on July 26, 1999, in Taylorsville, State of Utah. The parties are currently married.
4. Grounds: During the course of the marriage the parties have experienced difficulties that cannot be reconciled and that have prevented the parties from pursuing a viable marriage relationship.
5. Child: There is one (1) child of this marriage who is still a minor: M.W.D. (born May 2009).
6. Legal Custody & Parenting Plan: Both parties shall be awarded joint legal custody of the minor child and use the terms herein as a parenting plan and be bound to abide thereby.
7. Information Sharing: Both parties are entitled to direct access to all of the child's records without limitation. Both parties will be listed as parents and basic contact information provided to all third parties who interact with the child (medical, school, therapeutic, religious, childcare, etc.). The parties will provide each other with the names and telephone numbers or emails of persons who work with the child so that each party can initiate their own relationship with these people (teachers, medical providers, therapists, coaches, etc.).
8. Minor Decisions and Activities/Appointments: Minor and day-to-day decisions and emergency medical decisions will be made by the parent exercising parent time. The parties will keep each other informed and give notice to the other parent of the activities and appointments of the child. The parents will notify each other of any special events involving the child such as school activities, church events, sports events, graduations, etc., so that each party will have the option of attending the special event if possible and participate fully.
9. Major Decisions: The parties shall have a good-faith discussion on all major decisions in the child's life prior to a decision being made regarding health, safety, religion, and education.
10. Dispute Resolution: If the parties disagree on a major decision regarding the child, the parties will first consult with an appropriate professional or relevant individual about the issue—doctor, teacher, therapist, coach, etc. If the parties still disagree on the issue, then either party may (1) request the other promptly submit the matter to mediation, or (2) file a motion in court

and schedule a hearing, and the court will decide the issue using the standard of the best interest of the child.

11. Educational Plan: The child will continue to attend his current school. Both parents can request login and passwords from the school for homework and other information available. In the future, if the parties disagree on the school placement or registration, they will use the dispute resolution procedures outlined herein.

12. Contact Information: The parties will keep each other informed of his and her contact information (address, phone, email) and update the other within 48 hours of any change.

13. Communication with Child: Communication between a parent and the child (phone, Facetime, texting and other forms of electronic communication) shall be at reasonable hours, for a reasonable duration.

14. Travel: When the minor child is traveling away from a party's regular place of abode for overnight or longer, the parent exercising parent time shall notify the other parent in advance of the travel with the following information: (a) travel dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location. See Utah Code 81-9-202(19).

15. Physical Custody: The parties will be awarded joint physical custody of the minor child. Parent time shall be as the parties may agree. If the parties are unable to agree, parent time with the Father will be pursuant to Utah Code 81-9-303. The parties agree to deviate from this schedule such that the Mother will have approximately 235 overnights and the Father will have approximately 130 overnights.

16. Holiday Parent Time: Holidays shall be as the parties may agree. If the parties are unable to agree, the parties will use holiday schedule in Utah Code 81-9-303 summarized as follows:

Holiday	Holiday Time Period Utah Code 81-9-302	DAD	MOM
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 minor child; (b) the time that school is regularly dismissed; or	Odd years	Even years

	(c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.		
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes. (Parties reversed the odd/even rotation).	Even years	Odd 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 minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	Mom every year	Mom every year
Father's Day	(1) Holiday begins on Father's Day at 9 a.m.	Dad	Dad

	(2) Holiday ends on Father's Day at 7 p.m.	every year	every year
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (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 at 7 p.m. on the day before school	Odd years	Even years

	resumes.		
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school	Even years	Odd years

	resumes.		
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

17. Summer Parent Time: Extended parent time during the summer will be pursuant to Utah Code 81-9-303.

18. Moves: The parties have joint physical custody, and therefore, the provisions of Utah Code 81-9-209 do not apply. As such, absent a written agreement of the parties, a parent desiring to relocate the child to a distance that makes joint physical custody unworkable or impractical, that parent must file a petition to modify seeking court assistance for custody and parent time.

19. Mutual Restraining Orders re Child:

- a. Disparaging: Both parties shall be restrained from demeaning or disparaging the other parent, speaking derogatorily or in a belittling manner about the other parent. As used in this subparagraph, demeaning or disparaging means to say anything ill of the other whether they believe it to be true or not.
- b. Mutual Respect: The parties shall be supportive and respectful of the other parent in the presence of the minor child.
- c. No Involvement in Legal Case: Both parties are restrained from discussing with the child any legal or financial issues in this case with the child.
- d. Not Use Child as Messenger: The parties will not use the child to send messages to the other about parent time arrangements, parent time adjustments, or related to financial issues, but will discuss such issues directly with one another and outside the presence and hearing of the child.
- e. Undue Influence: Both parties are restrained from attempting to influence the child's preference regarding custody or parent time.

- f. Interrogation: Neither parent should question, interrogate or “pump,” the minor child about the other parent’s activities, personal relationships or how the other parent spends his/her time or money.
- g. Corporal Punishment: Neither party shall use corporal punishment as a form of discipline on the child.
- h. Harassment and Abuse: Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or the minor child, or from committing any domestic violence or abuse against the other party or the minor child.
- i. Substance Abuse: Neither party will use alcohol in excess, illegal drugs, or abuse prescription drugs within 12 hours prior to or during parent time with the child.
- j. Third Parties: Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing under these subparagraphs and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the child from such circumstances.

20. Child Support: The Father is employed and earns approximately \$9,737 per month. The Mother is not employed, but is capable of earning, and agrees to be imputed to \$1,257 per month. Effective January 1, 2026, child support is awarded to the Mother from the Father in the amount of \$907 per month pursuant to and in compliance with the child support guidelines. Child support shall terminate May 31, 2027.

21. Childcare: Because of the age of the child, no childcare is anticipated.

22. Medical Insurances: A parent shall provide health/dental/vision coverage for the medical expenses of their minor child if such coverage is available to a parent at a reasonable cost. Currently, the Father is providing medical insurance. Each parent shall share equally the actual out-of-pocket costs of the premium actually paid by a parent who maintains the insurance for the child’s portion of insurance.

- a. Each parent shall equally share all other reasonable and necessary uninsured and unreimbursed medical, dental, mental health, and orthodontia expenses incurred for

the child, including deductibles and copayments. A parent who incurs such medical expenses for the minor child, shall provide proof of the expense and proof of the payment to the other parent within 30 calendar days, and shall be entitled to reimbursement of one-half by the notified party within thirty (30) calendar days. If a party fails to notify the other of medical expenses within 30 days of payment of an expense, that party may be denied the right to reimbursement for such expenses. See Utah Code 81-6-208.

b. After May 2027, the court will no longer have jurisdiction over the medical expenses related to this child. However, the parties may agree between themselves thereafter for the continued medical expenses for their adult child, if they so desire.

23. Division of Accounts. When a parent is arranging for and making payment for medical, school, childcare or other activities, the parent may request that the provider create separate accounts for each party to pay their respective half of the costs separately. See Utah Code 15-4-6.7.

24. Extracurricular Expenses: Each party shall pay fifty percent (50%) of any out-of-pocket amounts for any extracurricular activities if both parties agreed in writing to the activity in advance. The party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment, and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. If an extracurricular activity is agreed upon, then both parents will make reasonable efforts to have the child attend during his or her parent time. If an extracurricular activity is not agreed upon, then the parent who did not agree to the activity is not required to have the child attend during his or her parent time.

25. School Expenses: Each party shall pay fifty percent (50%) of any required out-of-pocket public-school expenses for the minor child incurred during the time leading up to and including high school. The party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment and shall be reimbursed by the other party within thirty (30) days of receipt of documents of verification.

26. Divorce Education Classes: If either party has not taken the required divorce classes, he or she will do so within 30 days and provide proof to the other party and to the court.

27. Taxes: The parties shall file a joint tax return for the 2025 tax year and divide any refunds or liability equally. The parties shall file separate tax returns for the 2026 tax year, and thereafter, with the Father being eligible to claim the minor child on his tax returns for the remaining eligibility years.

28. Alimony: Effective January 1, 2026, Jeffery shall pay Brancy alimony of \$2,167 per month. Alimony shall automatically and permanently terminate (1) upon the payment of the cumulative total paid of \$52,008 (meaning Jeffery may prepay Brancy if he so desires), (2) after 24 months, (3) upon the remarriage of Brancy, (4) upon the cohabitation of Brancy with another person, or (5) upon the death of either party, whichever occurs first.

29. Real Property: During the course of the marriage, the parties acquired a home and real property located at 1311 W 125 S, Lehi, UT 84043. This property along with its equity is awarded solely to Brancy, subject to the following provisions:

a. Refinance Opportunity: Brancy will be granted an opportunity to remove the mortgage out of Jeffery's name, by refinance or otherwise, if able to do so by December 31, 2026.

b. Brancy's Work/Refi Plan: Brancy will obtain employment, keep the mortgage current, and obtain work history to be able to qualify for the refinance, assumption, or otherwise remove the of the mortgage out of Jeffery's name.

c. Deed: Upon or concurrent with the refinance or other removal of the home out of Jeffery's name, the parties will sign a quit claim deed into Brancy's sole name.

d. Backup Plan: If Brancy is unable to remove the mortgage out of Jeffery's name, by refinance or otherwise, December 31, 2026, then the property shall be immediately listed for sale by a realtor of Brancy's choice. Unless the parties agree otherwise, the property shall be sold "as is." Both parties are to keep each other informed of all offers on the property, and both shall be able to communicate with the sales agent. Both parties will comply with all reasonable requests made by the sales agent in the marketing and sale of the home.

e. Sale Proceeds: When sold, the proceeds of the sale shall be applied as follows: (1) pay expenses and costs of sale; (2) pay off the remaining mortgage on the property; (3) the balance remaining thereafter to be awarded solely to Brancy..

f. Pending Refinance or Sale: Pending the refinance, payoff, or sale of the property, Brancy shall have use and possession of the real property and effective January 1, 2026, will be responsible for the mortgages, utilities, and any and all other expenses related to this property. Jeffery will move from the home by December 31, 2025 if possible. Both parties will make their best effort to get the home in “show ready” condition. Any expenses incurred for this purpose must be agreed-upon.

30. Vehicles: Brancy is awarded the Dodge Journey and the Mazda B2300 along with any associated insurance, and expenses relating thereto. Jeffery is awarded the Ford Mustang along with any associated debt, insurance, and expenses relating thereto.

31. Personal Property: All other personal property not otherwise distributed herein shall be distributed as the parties may hereafter agree. If the parties are unable to agree to a property division of items not otherwise distributed herein, the parties will submit the matter to mediation before seeking court assistance.

32. Bank Accounts: The funds in the joint account at Central Bank with approximately \$29,000 currently (but the parties anticipate on spending some for the mediation or other household expenses) shall be divided equally, and one party’s name removed, or the account shall be closed. Each party is awarded any other bank account(s) in his or her sole name as his or her separate property, free and clear of any claim of the other.

33. Debts: There are no other known joint debts, not already assigned in this agreement. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear. Each party will hold the other harmless on the debts ordered to be paid by him or her.

34. Retirement Accounts: Jeffery has a Standard Retirement Services 401k account through his current employment of approximately \$150,000. Jeffery also has a T.RowePrice traditional IRA account of approximately \$123,000. Jeffery will attempt to rollover from the 401k to the IRA an amount of funds to make both accounts equal. After that rollover transfer is complete,

then the T.RowePrice IRA account is awarded 100% to Brancy. If the transfer from the 401k to the IRA, or the transfer from the IRA to Brancy requires a QDRO for any reason by the plan administrator or the financial institution, the parties will cooperate and have such prepared and share the cost equally. They may order such QDROS through UtahQDRO.com if they desire for this purpose.

35. Documentation Cooperation: Upon request, each party shall be ordered to sign any and all documents that are required to implement the provisions herein, including but not limited to titles, deeds, bank documents to close or transfer accounts, etc.

36. Mediation: Prior to or concurrent with a petition to modify being filed, the parties must first make an offer to resolve the issue through mediation, and mediation will be scheduled promptly and both parties will share the cost equally. If both parties agree, mediation may be utilized, but will not be required for exigent circumstances or enforcement actions.

37. Attorney Fees: Each party will pay his or her respective attorney fees and costs incurred.

38. Disclosures: The parties acknowledge that there has been only a limited exchange of documents in this matter and that this agreement is based upon the information voluntarily supplied by the parties.

39. Waiver of Discovery, Trial and Acceptability. For all fully resolved issues above, the parties do not desire to exercise any further discovery rights, nor do they desire a trial to have the court decide these issues and waive such rights. The parties understand that the mediator is not giving legal, tax, or asset valuation advice to either party but is a neutral facilitator only. The parties have the right to advice of legal counsel of his or her own choice before signing this agreement and have received such advice or hereby waive that right.

40. Fair Settlement Disclosure: Both parties agree that the terms herein are fair and reasonable; they agree to these terms voluntarily and of his or her own free will; and each does so free from any undue influence, threat, or duress.

41. Miscellaneous Provisions: The Stipulation of the parties is effective on the date signed by all parties. This agreement resolves all issues pending between the parties. Both parties acknowledge the jurisdiction of this court and consent thereto. The parties agree that a final order shall issue from the court with these same terms, conditions, and provisions, and that until a final

order is entered, the terms and conditions set herein are enforceable as a court order and are not mere recitations.

APPROVAL AS TO FORM:

Signed and dated 12/16/2025

Signed and dated 1/3/2026

/s/Brancy Davis

/s/Jeffery Davis

Brancy Davis, Petitioner

Jeffery Davis, Respondent

(Signed via DocuSign)

(Signed via DocuSign)

*THIS IS THE SIGNED ORDER OF THE COURT WHEN SIGNED ELECTRONICALLY
BY THE COURT ON THE FIRST PAGE OF THIS DOCUMENT*