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IN THE FOURTH DISTRICT COURT, UTAH COUNTY
STATE OF UTAH

In the matter of the marriage of: MALIA ADAMS, Petitioner, and JAKE DAVIS, Respondent.	DECREE OF DIVORCE Case No. 264400611 Judge Thomas Low Commissioner Marla Snow
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The Court, having reviewed the records, files, and papers in this matter, and having been fully advised, now ORDERS, ADJUDGES, and DECREES as follows:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the Court.

JURISDICTION

1. Malia is currently a resident of Utah County, State of Utah, and has been for at least three (3) months prior to the commencement of this action.
2. The parties married on January 4, 2025, in Washington County, Utah, and have since remained husband and wife.

3. The parties separated on November 15, 2025.

GROUND FOR DIVORCE

4. During the course of the marriage, irreconcilable differences have arisen, making a continuance of the marriage impossible.

CHILDREN

5. The parties have one minor child together: JFD (born October 3, 2025).
6. Pursuant to Utah Rule of Civil Procedure 100, there are no pending proceedings related to the child support, parent time, or custody of the parties' minor child.
7. Utah is the "home state" for purposes of the Utah Uniform Child Custody Jurisdiction and Enforcement Act in that the child has resided in the State of Utah for at least six months prior to the commencement of this action.
8. The parties completed the divorce education and orientation courses.

PERSONAL AND REAL PROPERTY

9. During the marriage, the parties acquired certain items of personal property. The parties' items of personal property shall be divided equitably between the parties within 30 days of entry of the Decree of Divorce. If they are unable to agree to an equitable division, they agree to attend mediation.
10. The parties shall be awarded the bank accounts in their respective names.
11. Parties shall be awarded their separate retirement accounts in their name free and clear of any claim of the other party. This includes Jake's military pension which shall be awarded to him free and clear of any claim of Malia.

12. Jake shall be awarded the 2022 Volkswagen Tiguan subject to any and all financial obligations associated with that vehicle free and clear of any claim of Malia.

13. Jake shall be awarded the real property located at 1435 Crippen Ct., Colorado Springs, CO, 80916, free and clear of Malia along with any debts or liabilities associated with the property.

14. Jake's interest in the real property located at 10788 Witcher Dr., Colorado Springs, CO, 80925, shall be awarded to him free and clear of any claim of Malia along with any debts or liabilities associated with the property.

ALLOCATION OF MARITAL DEBT

S15. During the marriage, the parties incurred certain debts. These debts shall be divided as follows:

a. The parties have personal credit cards held separately. The parties shall be solely responsible for their respective credit card debts and will hold the other harmless.

b. Jake will be solely responsible for the mortgages secured by the two items of real property awarded to him in the previous section.

16. Notwithstanding the foregoing, each party shall be ordered to pay and assume, and hold the other harmless from, each and every debt he or she has incurred independent of the other party from the date of separation.

17. In accordance with the above allocation of debts, the parties shall hold each other harmless from the debts which have been allocated to him or her, and shall indemnify each other for any costs, charges or fees incurred as a result of a defense or claim made against the other for payment on those debts.

18. Both parties shall provide notice to their creditors, following entry of the decree of divorce, indicating who was ordered to pay which debts, and providing the creditor with the address of the party liable for that debt.

19. The expenses and debts which are ordered to pay, herein, shall be considered to be “in the nature of family support” for bankruptcy purposes.

1. PHYSICAL AND LEGAL CUSTODY

20. Malia shall be awarded sole physical custody of the minor child.

21. Jake currently lives in Colorado Springs, CO. Jake shall receive parent time as the parties agree, if they cannot agree, until the child is five years old, parties will follow this plan:

a. When Jake plans on utilizing parent time he shall notify Malia at least one month in advance with visitation dates.

b. If Jake plans on utilizing passes to exercise visitation with JFD, he shall notify Malia at least two weeks in advance.

c. Until the child is three years old, Jake’s parent time shall take place with Malia present between the hours of 8:00AM and 7:00PM in Utah.

d. After the child is three years old, Jake shall have parent time in Utah for one weekend a month in Utah from Saturday at 8:00AM to 7:00PM and on Sunday from 8:00AM to 7:00PM.

e. After the child is five years old, in accordance with U.C.A. §81-9-209, Jake may have parent time for one weekend per month at his option and expense.

f. After the child is five years old, Jake shall have extended parent time when he is on leave from the military, this leave consists, generally, of two weeks in the winter and two weeks in the summer.

- i. Jake shall inform Malia as soon as he has information related to his leave time.
 - ii. In even years Jake shall have the minor child for the week of the Christmas holiday and Malia shall have the minor child for the week of the New Years holiday.
 - iii. In odd years, Malia shall have the minor child for the week of the Christmas holiday and Jake shall have the child for the week of the New Years holiday.
22. If Jake leaves the military, parent time shall be in accordance with U.C.A. §81-9-209.
- a. When Jake plans on utilizing parent time he shall notify Malia at least one month in advance with visitation dates.
 - b. Until the child is three years old, Jake's parent time shall take place with Malia present between the hours of 8:00AM and 7:00PM in Utah.
 - c. After the child is three years old, Jake shall have parent time in Utah for one weekend a month in Utah from Saturday at 8:00AM to 7:00PM and on Sunday from 8:00AM to 7:00PM.
 - d. After the child is five years old, in accordance with U.C.A. §81-9-209, Jake may have parent time for one weekend per month at his option and expense.
 - i. Holidays shall follow U.C.A. §81-9-209 with Jake designated as the non-custodial parent.

23. The parties shall be awarded joint legal custody of the minor child. The parties shall both have access to medical records, school records, court records, and any other information and records concerning their child. The major decisions concerning their child's general welfare, education, religion, and discretionary medical treatment shall be based on mutual agreement of the parties. However, in the event of disagreement regarding a decision, Malia shall have final

decision-making authority. Both parties shall have the authority to make routine decisions regarding the child's day-to-day activities when the child is in his or her care.

24. Regarding educational decisions, Malia shall be considered the residential parent for purposes of determining where the child attend school. In addition, Malia shall be given authority to make education decisions for the child if the parties cannot agree.

2. PARENTING PLAN

25. Parties shall utilize a shared calendar to keep track of important dates regarding the child.

26. Unless otherwise agreed upon, the receiving parent will provide transportation of the child.

27. Non-routine travel costs, such as to a destination outside of the home region of the receiving parent, shall be the responsibility of the travelling parent.

28. If either party moves closer than 150 miles from the other, the parties shall attend mediation to determine parent time.

29. The parties will discuss all parenting concerns by text, email, or mail at any time needed and will not use their child to deliver messages. The parties will use phone contact for emergencies or changes on the date of the exchange.

30. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the child, in the form of mail privileges and virtual parent-time if equipment is reasonably available. Telephone contact shall be at reasonable hours and for reasonable duration.

31. When the child travels with either parent overnight, all of the following will be provided to the other parent: itinerary for travel dates, list of destinations, places where the child or traveling parent can be reached, and the name and telephone number of an available third person that

would be knowledgeable of the child's location. The parent taking the child on trips or vacation will be responsible for all costs associated with the travel.

32. The parties shall take affirmative steps to share school activity information concerning their child with each other on a frequent basis. The parties shall, within reason and where one party may not be aware of these things, notify each other of any school programs, extracurricular activities, and any sporting events their child may be involved in.

33. Special consideration shall be given by each parent to make the child available to attend family functions, including funerals, weddings, family reunions, 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 visitation schedule.

34. The parties shall not make disparaging remarks to one another or to their child about one another in the child's presence, either verbally, in writing, or otherwise. Both parties are to refrain from using drugs or drinking to intoxication during parent time. Both parties are mutually restrained from harassing or threatening the other party. To the extent possible, neither party shall permit any third party to do any of the above either.

35. If the parties have any future disagreement pertaining to their child generally or the terms or implementation of any agreement, they shall seek the assistance of a mutually agreed upon third-party or mediator before the parties initiate legal action. However, either of the parties may seek emergency relief from the Court in the future should an emergency arise which would make formal negotiation impractical.

36. Each party shall be ordered to mutually assume and be responsible for 50% of any out-of-pocket amounts incurred for any mutual agreed-upon extracurricular activities that the minor

child might be involved in. The party incurring extracurricular out-of-pocket costs must submit to the other party verification of incurred expenses in the form of a receipt or an invoice, within 30 days of payment or receiving the same and shall be reimbursed by the other party within 30 days of receiving verification of incurred expenses.

37. The parties shall abide by U.C.A. §81-6-208 and shall be ordered to secure and maintain health insurance for the child. The premium expenses for the child shall be calculated by dividing the premium amount by the number of all individuals covered under the policy and multiplying the result by the number of children in the instant case.

38. The parties shall share equally all reasonably necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents. The party who incurs medical or dental expenses may provide written verification of the cost and payment of medical and dental expense to the other parent within 30 days of payment. The other party will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one half of all reasonably necessary medical and dental expenses for the minor child as indicated.

39. If, at any point in time, the child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jake shall be primary coverage for the dependent child and health, hospital, or dental insurance plan of Malia shall be the secondary coverage for the dependent child. If either parent remarries and his or her dependent child are not covered by that parent's health, hospital, or dental insurance plan but are covered by a stepparent's health, hospital, or dental insurance, the plan of the stepparent is to be treated as if

it is the plan of the remarried parent and retains the same designation as the primary or secondary plan of the dependent child.

40. The parties shall adopt U.C.A. §81-6-209, and each parent shall share reasonable work-related childcare expenses for the minor child.

41. Malia will claim JFD for tax purposes in all years which JFD can be claimed for taxes.

3. CHILD SUPPORT

42. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq.

43. Jake is employed and earns \$7,522 per month for child support purposes.

44. Malia is employed and earns \$4,160 per month for child support purposes.

45. Based on the forgoing incomes, and a sole physical custody worksheet, Jake shall pay Malia \$621 per month in child support, effective June 1, 2026.

46. Jake shall pay an upward deviation of \$79 per month such that the total amount paid in child support is \$700 per month effective June 1, 2026.

47. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

48. The child support is payable on the first of each month.

MISCELLANEOUS PROVISION

S49. The parties shall maintain and pay for their own separate vehicle, dental, vision, and health insurance policies as of the date of the Decree of Divorce.

50. If either party must pursue legal action to receive timely and complete payment or reimbursement from the other party as required in the decree, the party pursuing legal action shall be entitled to an award of attorney's fees and the delinquent payments or reimbursements shall be due with interest.

51. The parties shall be duly ordered to execute and deliver all documents necessary to effectuate the Decree of Divorce.

Approved as to form:

/s/ Jake Davis

Jake Davis

Respondent

Signed with permission via June 23, 2026, email

4. **THE FOREGOING ORDER IS EFFECTIVE WHEN THE COURT OFFICIAL'S
SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE.**

NOTICE TO PARTIES:

Pursuant to Utah Rule of Civil Procedure 7(j), Petitioner's attorney, Orion T. Foxx, will submit the foregoing proposed order to the Court for signature upon expiration of seven (7) days from the date of this notice, unless a written objection is filed prior to that time.

CERTIFICATE OF SERVICE

I certify that on June 23, 2026, I transmitted a true and correct copy of the foregoing document via email to the following:

Jake Davis
jake.s.davis2@outlook.com
Respondent

/s/ Orion T. Foxx
Orion T. Foxx
Attorney for Petitioner