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

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In the Matter of the Marriage of:

KAITLYN MARIE DAVIS  
Petitioner,

and

JESSE HOVEY DAVIS,  
Respondent.

**DECREE OF DIVORCE**

Case No.: 264401000

Judge: Hon. Shawn R. Howell

Commissioner: Hon. Marian Ito

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The parties, Respondent JESSE HOVEY DAVIS (“Respondent”), by and through counsel, and Petitioner KAITLYN MARIE DAVIS (“Petitioner”) by and through counsel, filed a *Stipulated Settlement Agreement* (“Stipulation”) with the Court on June 24, 2026, resolving all issues between them. The Court, having found and entered its *Findings of Fact and Conclusions of Law* (“Findings”), and being otherwise fully advised in the premises, and for good cause appearing, it is hereby:

**ORDERED, ADJUDGED, AND DECREED:**

## **MARRIAGE AND DIVORCE**

1. The parties were legally married on September 24, 2022, in American Fork, Utah County, Utah. The parties are hereby granted a *Decree of Divorce* (“Decree”), and their marriage is hereby dissolved to become final and effective upon entry by the Court.

## **GROUND**

2. The parties have experienced significant marital problems that they have been unable to resolve. The parties shall be granted a divorce on the grounds of irreconcilable differences and pursuant to U.C.A. § 81-4-405(1)(h).

## **CHILD AND CHILD CUSTODY JURISDICTION**

3. There is one minor child born as issue of the parties’ marriage: K.S.D. born October 2018 (“child” or “minor child”).

4. Utah has jurisdiction to make any child custody determination pursuant to U.C.A. § 81-11-201(1)(a). The child has resided in Utah for at least six (6) consecutive months immediately before commencement of this proceeding, and Utah is the home state of the child. A court of another state does not have jurisdiction over the child, and therefore, the above-entitled Court has jurisdiction to make an initial child custody determination in this matter.

5. The parties state under information and belief, pursuant to Rule 100 of the Utah Rules of Civil Procedure, that there are no other proceedings in any other court concerning the minor child in this state or any other state or country that would interfere with this Court’s authority to issue initial child custody, child support, and parent time order.

### **CUSTODY AND PARENT-TIME**

6. The parties shall be awarded joint legal custody of the minor child, with neither party having final say.

7. The parties shall be awarded joint physical custody of the minor child.

8. The parties shall exercise equal parent-time as the parties agree or at minimum, pursuant to U.C.A. § 81-9-305.

9. The parties shall exercise a 2-2-5-5 parent-time visitation schedule as the parties agree, or at minimum, consistent with the following:

- a. **Petitioner's Fixed Weekday Overnights.** Petitioner shall have the minor child every Monday overnight and every Tuesday overnight.
- b. **Respondent's Fixed Weekday Overnights.** Respondent shall have the minor child every Wednesday overnight and every Thursday overnight.
- c. **Alternating Weekends.** Parties shall alternate weekends, beginning Friday after school when the minor child's school is regularly dismissed, or 9:00 a.m. if school is not in session, and ending Monday morning when the child is returned to school, or at 9:00 a.m. if school is not in session.

10. A parent who is more than fifteen (15) minutes late for an exchange without reasonable notice shall forfeit that parent-time period. However, forfeiture shall not apply if the delay is caused by traffic, weather, emergency, or other circumstances outside the parent's reasonable control and the delayed parent provides reasonable notice as soon as practicable. The

parties shall not use this provision to manufacture forfeiture or interfere with the other parent's court-ordered parent-time.

11. Each parent shall ensure that the minor child is ready for pickup at the scheduled exchange time, including being appropriately dressed and having all reasonably necessary belongings for the upcoming parent-time period. The transferring parent shall not delay the exchange by failing to have the child ready or by withholding clothing, school items, medications, medical devices, extracurricular items, comfort items, or other belongings reasonably necessary for the child's care. The parties shall exercise good faith and reasonable cooperation to ensure that exchanges occur timely and without unnecessary conflict.

12. A parent who needs to cancel scheduled parent-time shall provide the other parent with at least forty-eight (48) hours' advance notice, except in cases of emergency. Failure to provide timely notice shall not obligate the other parent to provide make-up time.

13. The parties will work together to create a holiday and school break schedule which is in the child's best interest. Non-school days contiguous to school holidays and breaks shall become part of that school holiday or break. The parties shall agree in writing in advance before any sibling or other child joins the minor child for a birthday, holiday, or school-break parent-time period. For purposes of the holiday and school break schedule, Petitioner shall be the custodial parent, and Respondent shall be the noncustodial parent. If the parties are unable to create holiday schedule the parties shall be in accordance with U.C.A. § 81-9-302 as follows:

| <b>Holiday</b>                  | <b>Holiday Time Period</b>                                                                                                                                                                                                                                                                                                                                            | <b>Noncustodial Parent</b>                                                              | <b>Custodial Parent</b>                                                              |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 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 (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.                                                                       | Odd years                                                                               | Even years                                                                           |
| President's Day                 | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(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.                                                                                                                                                                                                                          | Odd years                                                                               | Even years                                                                           |
| Memorial Day                    | (1) Holiday begins Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(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.                                                                                                                                                                                                                                                                               | All years if noncustodial parent is the mother or other parent designated in the order. | All years if custodial parent is the mother or other parent designated in the order. |
| 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 if noncustodial parent is the father or other parent designated in the order. | All years if custodial parent is the father or other parent designated in the order. |
| Juneteenth National Freedom Day | (1) Holiday begins at:<br>(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<br>(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.                                                                                                                                                                                                                                                                                                                              | Odd years                                                                               | Even years                                                                           |

|                                            |                                                                                                                                                                                                                                                                                              |            |            |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                                            | (2) Holiday ends on July 5th at 6 p.m.                                                                                                                                                                                                                                                       |            |            |
| Pioneer Day                                | (1) Holiday begins on July 23rd at 6 p.m.<br>(2) Holiday ends on July 25th at 6 p.m.                                                                                                                                                                                                         | Even years | Odd years  |
| Labor Day                                  | (1) Holiday begins on Friday at:<br>(a) 9 a.m. if school is not in session and the parent can be with the minor child;<br>(b) the time that school is regularly dismissed; or<br>(c) 6 p.m. at the election of the parent granted the holiday.<br>(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.<br>(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.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                  | Odd years  | Even years |
| Halloween                                  | (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community:<br>(a) at the time that school is dismissed; or<br>(b) at 4 p.m. if there is no school.<br>(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.<br>(2) Holiday ends at 7 p.m. on Veterans Day.                                                                                                                                                                                  | Odd years  | Even years |
| Thanksgiving                               | (1) Holiday begins on Wednesday at:<br>(a) 6 p.m.; or<br>(b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday.<br>(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:<br>(a) 6 p.m. on the day that school dismisses for winter break; or<br>(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.<br>(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.<br>(2) Holiday ends at 7 p.m. on the day before school resumes.                                                                                                                                                                                | Even years | Odd years  |
| Day of Minor Child's Birthday              | (1) Holiday begins at 3 p.m.<br>(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.<br>(2) Holiday ends at 9 p.m.                                                                                                                                                                                                                                   | Odd years  | Even years |

### **SUMMER PARENT-TIME**

14. Summer parent-time shall be as the parties agree, or at minimum, in accordance with U.C.A. § 81-9-305. When school is not in session, each parent is entitled to up to two weeks of uninterrupted parent-time with the parties' minor children, which may be consecutive.

### **NOTICE FOR SUMMER BREAK**

15. Notice requirements for summer parent-time plans shall be as follows:
- a. In odd-numbered years, the noncustodial parent shall provide notice to the custodial parent by May 1; and the custodial parent shall provide notice to the noncustodial parent by May 15.
  - b. In even-numbered years, the custodial parent shall provide notice to the noncustodial parent by May 1, and the noncustodial parent shall provide notice to the custodial parent by May 15.
  - c. If a parent fails to provide notice within the time periods described above herein, the complying parent may determine the schedule for summer break for the noncomplying parent.
  - d. If both parents fail to provide notice with the time periods described above herein, the first parent to provide notice may determine the schedule for summer break for the other parent.
  - e. Unless the parties otherwise agree in writing, all notices for summer parent-time and other vacation time outside of the standard holiday and

school break schedule shall be given at minimum 30 days from the date requested before the date the requested parent-time would start.

**FINANCIAL NEEDS OF THE CHILD AND CHILD SUPPORT**

16. For purposes of determining child support, Respondent's gross monthly income is \$9,500.00 per month, and Petitioner's gross monthly income is \$4,083.00 per month.

17. Child Support obligation shall be based on a joint physical custody worksheet and calculated pursuant to U.C.A. § 81-6-206. For purposes of calculating child support only, Petitioner shall have 183 overnights, and Respondent shall have 182 overnights each year.

18. Pursuant to the Uniform Child Support Guidelines on a joint physical custody worksheet, Respondent shall pay to Petitioner a monthly child support obligation of \$263.00 per month.

19. Child support payments shall start the month immediately following the entry of the Decree. The payment schedule will be:

- a. One half by the 5<sup>th</sup> day of each month, and
- b. The other half by the 20<sup>th</sup> day of each month.
- c. Child support not paid by the 5<sup>th</sup> day of the month is past due on the 21<sup>st</sup> day of the month. Child support not paid by the 20<sup>th</sup> day of the month is past due on the 21<sup>st</sup> day of the month. If the Office of Recovery Services is used to collect support, their payment schedule will be followed.
- d. The issue of past due child support may be decided by future court or administrative action.

- e. The parties must notify each other within 30 days of any change in his or her income.
- f. The parties may follow the Utah Code to seek a remedy to change support based on a change in income or the other party's change in income.
- g. Unless the Court orders otherwise, support for the child terminates at the time: (1) the child becomes 18 years of age or have graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated in accordance with U.C.A. § 81-6-213.
- h. Respondent's income is subject to immediate income withholding under U.C.A. §§ 81-6-202(10)(f) and 26B-9-403, regardless of whether a delinquency has occurred. Neither party has presently requested commencement of withholding. Unless and until withholding is commenced, Respondent shall pay child support directly as otherwise ordered. Either party may commence income withholding by applying for services through the Utah Office of Recovery Services or by filing an ex parte motion under U.C.A. § 26B-9-405. Upon commencement, all withheld income shall be remitted and credited in accordance with Title 26B, Chapter 9.

### **HEALTH CARE COVERAGE AND MEDICAL COSTS**

20. Medical, dental, and vision expenses of the minor child shall be provided by the party who can obtain the best coverage, if it is available at reasonable cost.

21. The parties must maintain health insurance for the minor child pursuant to U.C.A. § 81-6-208. The party or parties carrying health insurance for the minor child shall continue to do so as long as it remains available at their place of employment at a reasonable expense. The parties shall compare the health insurance available through both employers and decide on the insurance that provides the best coverage for the lowest amount. If both parents are carrying insurance, they will decide which insurance shall be considered the primary insurance. In the event a parent does not maintain insurance on behalf of the minor child, that parent shall be responsible for one-half of the minor child's health insurance premiums.

22. The parties shall divide equally all medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses that are incurred on behalf of the minor child not covered by insurance as set forth in U.C.A. § 81-6-208.

23. A parent who incurs the medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses shall be reimbursed within thirty (30) days of providing verification of the cost and payment to the other parent.

24. A parent incurring medical, dental, vision and orthodontic expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to provide timely notice.

25. The parties shall cooperate in exchanging all claim forms and statements in order to coordinate the payment of all medical, dental, orthodontic, vision, optical, pharmaceutical, counseling, co-pay, and deductible expenses as set forth in U.C.A. § 81-6-208.

26. The parties shall provide written notice to each other of any change of insurance carrier, premium, or benefits within thirty (30) days of any change, as set forth in U.C.A. § 81-6-208.

27. Pursuant to U.C.A. § 81-6-208, at any time when the parties are sharing the cost of the health insurance premium, the child's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy.

28. Pursuant to U.C.A. § 81-6-208, if, at any point in time, a dependent child are covered by the health, vision, or dental insurance plans of both parents, the parties shall decide which parent shall carry the primary insurance after the parties have compared the different insurance plans and determined which be shall be primary coverage for the dependent child.

29. If a parent remarries and the minor child are not covered by that parent's health or dental, or vision insurance plan but is covered by a step-parent's plan, then the health, dental, or vision insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the child. These provisions apply unless the parties determine the reverse is the most cost-effective and so agree in writing.

30. The parties' respective responsibilities for the minor child's medical and dental expenses and health-insurance coverage shall be governed by the foregoing provisions and

U.C.A. §§ 81-6-202(10)(b)–(c) and 81-6-208. Either parent may provide a copy of this Decree to a medical or dental provider and request that the provider separately bill each parent for the share of the minor child’s medical or dental expenses assigned to that parent under this Decree. A provider that receives a copy of this Decree is subject to the billing, collection, and credit-reporting provisions of U.C.A. § 15-4-6.7(1).

31. A parent seeking the billing, collection, or credit-reporting protections of U.C.A. § 15-4-6.7 shall timely provide the medical or dental provider with a copy of this Decree and shall request separate billing when applicable.

#### **CHILDCARE EXPENSES**

32. Pursuant to U.C.A. Pursuant to U.C.A. § 81-6-209, both parties shall equally share the reasonable work-related childcare expenses. Any reasonable work-related childcare expenses incurred for childcare outside of the minor children’s regular and contractually allowable daycare service(s) hours (typically 8-10 hour shifts) shall be paid for by that parent needing the extra time covered.

33. Work-related childcare expenses shall mean childcare reasonably necessary for a parent’s regular and customary work schedule. Childcare arising from voluntary overtime, additional shifts, secondary employment, or discretionary schedule changes shall be the responsibility of the parent incurring those costs, absent mutual written agreement. Any material increase in childcare costs resulting from changes to a parent’s work schedule shall require the prior written agreement of the other parent to be shared. Before hiring or engaging any childcare

provider, the parent intending to incur childcare expenses shall provide the other parent with the provider's identity, contact information, and the anticipated cost in writing.

34. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

35. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within thirty (30) days of receipt of the written verification.

#### **DEPENDENT CHILD FOR TAX PURPOSES**

36. The parties shall alternate claiming the child, with Respondent claiming the child in odd-numbered years and Petitioner claiming the child in even-numbered years.

37. In any year assigned to the Noncustodial parent, the Custodial parent shall execute the IRS Form 8332 (Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent), or any successor form, releasing the dependency exemption and any associated child-related tax benefits that may legally be transferred. The custodial parent shall provide the signed Form 8332 to the noncustodial parent no later than February 28 of the claiming year. The noncustodial parent is responsible for attaching Form 8332 to their tax return as required by the IRS.

38. The child support Obligor shall only be permitted so long as he/she is current on child support, and all other expenses associated with the minor child by the end of each calendar

year. Notice of noncompliance must be given to the noncomplying parent by December 15<sup>th</sup> of that tax year.

### **PARENTING PLAN**

39. The parties respectfully submitted this proposed Parenting Plan in accordance with U.C.A. § 81-9-203. The terms and conditions of the parties' legal custody and physical custody of the parties' shared child are set forth herein. The parties affirmatively allege that they present this Parenting Plan with the genuine belief that it is in the child's best interest. In this Parenting Plan Respondent is referred to as Father, and Petitioner is referred to as Mother.

40. The minor child shall continue to attend the school in which he is currently enrolled, including the applicable feeder schools until graduation, unless otherwise mutually agreed upon in writing.

41. **Joint Legal Custody/Decision Making Process:** The parties shall be awarded joint legal custody with neither party having final say.

42. The parties shall not involve the child in disputes or disagreements that may arise between the parties at any time or in any way.

43. Both parties shall treat each other with dignity and respect when in the presence of the child.

44. The parties shall each have one copy of the minor child's birth certificate.

45. The parties shall be polite and behave maturely during the exchanges of the child.

46. Day-to-day decisions regarding the care, control, and discipline of the parties' child shall be made by the parent with whom the child are currently residing with at that time.

47. The parties shall make emergency decisions affecting the health or safety of the child when they are in their custody and control. A parent who makes an emergency decision must notify the other parent of the decision as soon as reasonably possible.

48. The parties shall work together to make decisions in the best interests of the minor child, including making major decisions involving medical care, religious upbringing, and education for the minor child. If the parties are unable to agree they shall first consult a professional related to the disagreement (coach, teacher, doctor, therapist, etc.). If after consultation with a professional, the parties still disagree, then one good faith session of mediation must be attended, with each party sharing the cost of mediation equally. If the parties are unable to agree after mediation, then a party may bring an issue to court. During the time of the disagreement, the advice of the medical professional shall be followed unless the parties agree otherwise or the court orders otherwise.

49. The parties shall communicate and share information regarding the minor child's development, including school records, medical, vision, and dental treatment, therapy, extracurricular activities, sports, and other appropriate information with each other. Both parties shall have equal access to the minor child's school, medical, dental, mental-health, extracurricular, childcare, and other records maintained by any provider, institution, agency, organization, or person involved in the child's care, education, activities, or welfare. Neither party shall restrict, interfere with, or withhold the other party's access to such records.

50. The parties shall keep a shared calendar in a mutually agreed upon platform and format.

51. The minor child shall continue with his current medical and therapy providers, and the parties shall follow the recommendations of those providers. The parties shall notify each other within twenty-four (24) hours of scheduling an appointment, and both parties shall have the right to attend any appointments with healthcare professionals.

52. The parties shall notify each other within twenty-four (24) hours after learning of any special event involving the minor child, including family events, school activities, church or religious events, sports events, performances, ceremonies, graduations, awards events, and similar activities. The purpose of this notice is to allow each party a reasonable opportunity to attend the event when possible.

53. Both parties shall communicate through email or text message (text message preferred), unless it is a time sensitive or an emergency issue, which then constitutes a telephone call.

54. The parties shall not schedule or promote to the child any special events or activities that fall on the other parent's parent-time without first notifying the other parent and offering them the opportunity to reschedule their parent-time accordingly.

55. The parties shall keep the other parent informed as to their current residential address, home phone number, work phone number, cell phone numbers, email addresses, and other important contact information, including how to be reached in the event of an emergency.

56. Both parties shall have access to the child during school and shall have the authority to check the child out of school.

57. **Difference in Parenting Styles:** It is probable that differences in parenting styles have and will occur. To that extent, the parties shall focus their attention on conversations regarding the child rather than each other and encourage the child to understand that differences occur and attempt to adapt to those differences without suggesting that the other parent is better or worse. The parties shall respect the other parent's right to establish an independent life with the child so long as it is not detrimental.

58. **Consistency in Raising the Child:** There will undoubtedly be inconsistencies in the way each party creates ground rules and imposes discipline on the child. In an effort to maintain some consistency and standards for discipline, the parties shall attempt to adopt behavior rules that will apply in both homes, which shall include bedtime, homework, types of movies and video games, frequency of TV, and computer time. Should the child complain about a particular parent's rules for the child, the explanation shall be that it must be resolved with the other parent so that the parents do not become an ally with the child in that regard. If it is perceived by one party that the discipline of the other is inappropriate, the discussion shall be had with the other parent without going through the child.

59. **Extended Family Relationships:** The parties shall encourage the child to maintain relationships with grandparents and other relatives, and each parent shall assist, as may be necessary, to permit those relationships to continue. This may include permitting the child to attend special events for the other family.

60. **Right of First Refusal for Surrogate Care.** If either parent is unable to personally care for the minor child during that parent's scheduled parent-time for a period of six

(6) consecutive hours or more, that parent shall first offer the other parent the opportunity to care for the minor child before arranging surrogate care by a third party. Care by immediate family members (i.e., grandparents, aunts, and uncles) shall be considered as parental care instead of surrogate care and shall not trigger this right of first refusal. Care provided by immediate family members shall be unpaid and shall not qualify as work-related childcare for reimbursement purposes. The parent needing surrogate care shall provide the other parent reasonable notice as soon as the need for surrogate care is known, including the anticipated dates and times the parent will be unavailable, the location of the child, and the proposed exchange arrangements. The other parent shall respond within a reasonable time under the circumstances. If the other parent declines, fails to respond within a reasonable time, or is unavailable, the scheduled parent may arrange appropriate surrogate care. This right of first refusal applies only when a parent will be unavailable to personally care for the minor child for six (6) consecutive hours or more. Exercise of this right shall not modify the regular parent-time schedule, create make-up parent-time, or affect either parent's designated parent-time except for the specific period of surrogate care accepted by the other parent. The parties shall communicate civilly and in writing regarding any request under this provision unless exigent circumstances require faster communication.

61. **Firearms.** Both parties shall store all firearms and ammunition in a locked safe, locked cabinet, or other secured and locked area that is inaccessible to the minor child. The minor child shall not handle or use any firearm or ammunition unless directly supervised by a parent or a qualified adult, and only in a safe and age-appropriate setting.

62. **Maintaining Contact When Child is With the Other Parent:** Regardless which parent the child are with at any given time, each parent shall make an effort to have the child contact the other parent as frequently as is reasonably requested or as desired by the child.

63. Respondent shall be responsible for the cost of the minor child's cellular phone, Gabb watch, communication devices, and any associated service or communication plans until the child turns eighteen (18) years old.

64. **Relocation:** If either party intends to relocate their residence, that party shall provide the other parent with not less than thirty (30) days' written notice of the intended move, including the new address and contact information. For purposes of transportation costs, Respondent's residence shall serve as the geographic reference point. If either parent relocates more than thirty (30) miles from Respondent's residence, that parent shall be solely responsible for all transportation costs attributable to the distance exceeding thirty (30) miles. Upon such relocation, the parties shall review and recalculate the number of overnights exercised by each parent and shall adjust the parent-time schedule, custody designation, and child support accordingly. If a parent relocates a distance of one hundred fifty (150) miles or more from the other parent, parent-time shall be governed by the relocation parent-time provisions set forth in U.C.A. § 81-9-209, unless otherwise ordered by the Court. Nothing in this provision is intended to waive or modify the statutory requirements applicable to relocations of one hundred fifty (150) miles or more.

65. **Extracurricular Activities and Sports:** The parties shall encourage and support the child's participation in extracurricular activities and sports. The parties shall equally share the

cost of any activities or equipment costs that are incurred for an activity that is agreed to in writing by both parties. Whoever signs the child up for the extracurricular activity above and beyond what is agreed upon in writing by both parties shall bear the cost. The parent who enrolls the child in the activity shall provide the other parent with all registration, schedule, coach/provider, location, cost, and contact information.

66. The parties shall enroll the child in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. The parties shall not purposefully deny a child entrance into an extracurricular activity for the purpose of making the other parent bear the cost entirely.

67. The parties shall attempt to allow participation in activities in which the child expresses a desire to participate.

68. The parties shall facilitate participation in scheduled extracurricular activities or else forfeit parent time during the activities if the other parent is able to facilitate participation.

69. **Disparaging Remarks:** Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the child from doing so as well until the minor child is eighteen (18) years of age.

70. **Religious Affiliation:** The parties shall support and respect the other's religious preferences and shall encourage the child's participation in religious activities with both parents. However, both parents shall be free to choose an appropriate religion to participate in with the child or shall be free to refrain from attending religious services during their parent time with the

child. Each parent shall be free to attend any place of worship with or without the child even if worship attendance is at the same time and location as the other parent.

71. **Medical Decisions:** The parties shall notify one another of any illness that the child has while in their home for parent time. They shall also keep one another informed of any medications prescribed for the child, as well as any scheduled appointments with medical, vision, dental, or mental health professionals.

72. Neither party shall enroll the child in services such as counseling or begin a program of prescribed medications for mental health without first notifying the other parent of the need for such a service or medications and involving the other parent in choosing the professional who shall see the child. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.

73. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of relatives in order to make sure the other parent knows about the medical emergency.

74. **Child's Bill of Rights:** The parents shall each abide by the Child's right to: (a) not to be asked to "choose sides" between the parents; (b) not to be told the details of the divorce; (c) not to be told "bad things" about the other parents; (d) to privacy when talking to either parent on the telephone; (e) not to be questioned after visiting or talking with the other parent; (f) not to be asked to be a messenger from one parent to the other; (g) not to be asked by one parent to tell the

other parent untruths; (h) not to be used as a confidant regarding the divorce proceedings; (i) to express feelings, whatever those feelings may be; (j) to choose not to express certain feelings; (k) to be protected from parental warfare; and (l) to love both parents.

75. The parties shall refrain from using illegal or unprescribed drugs or substances and from becoming intoxicated 24 hours prior to or during his or her parent-time. “Intoxicated” shall be defined as drinking more than two mixed drinks or shots, or three beers in a four-hour period, and shall also include smoking or vaping marijuana or THC related products.

76. Each parent must provide at least 48 hours’ notice if that parent will not exercise scheduled parent-time. Unless such notice is received, the other parent shall assume that parent-time will take place as scheduled.

77. Any modifications, trades, or changes to parent-time must be in writing and mutually agreed upon by both parties prior to the commencement of the affected parent-time.

78. Informal or verbal agreements are not enforceable. Written agreement may be evidenced through text message or email.

79. Parents shall promptly notify the other party of any delay or emergency requiring cancellation or modification of scheduled parent-time.

80. Travel Requirements.

- a. When either parent plans travel involving the minor child for more than five (5) days, the parent shall provide the other parent with a written itinerary with the following information for emergency purposes as soon

as it becomes available upon the purchase or confirmation of the travel arrangements, with at least fourteen (14) days advance notice, and :

- i. Travel dates of departing and returning flights;
  - ii. Airline names, flight numbers, and itinerary;
  - iii. Destination, lodging, and/or residence address(es);
  - iv. Names and contact information, including phone numbers, of individuals with whom the child will be staying or traveling;
  - v. Whether the child will be travelling accompanied or unaccompanied
  - vi. A designated reachable emergency contact who will be available during the travel period; and
  - vii. Proposed make-up dates to be discussed should any of the travel dates fall on the other parent's parent-time.
- b. Any travel that occurs during the other parent's court-ordered parent-time shall require make-up time of equal duration. Such make-up time shall be scheduled promptly and shall be honored by both parents.
- c. The minor child may not travel unchaperoned until the age of thirteen (13) years.

81. Neither parent shall introduce the minor child to any romantic partner until at least one hundred eighty (180) consecutive days have passed from the start of the romantic

relationship. For purposes of this provision, a romantic relationship is deemed to have “started” on the earlier of:

- a. the date the parties mutually agree they are in an exclusive or committed dating relationship; or
- b. the date the parent and the romantic partner begin engaging in conduct consistent with an exclusive dating relationship, including but not limited to regular dating, ongoing romantic involvement, or presenting themselves to others as a couple.

82. No romantic partner shall have in-person contact, virtual contact, or communication with the minor child before the 180-day period has elapsed. After the 180-day period, any introduction shall occur in a manner that is child-appropriate and respectful of the other parent’s role.

83. **Violation of Parenting Plan:** If either parent fails to comply with a provision of this Parenting Plan, the other parent’s obligations under the Parenting Plan or final *Decree of Divorce* shall not be affected.

84. If either party violates any terms of the Parenting Plan, once approved by the Court, and should court action become necessary, the violating party shall be held in contempt and shall pay attorney’s fees and costs necessary to enforce this plan.

#### **END OF PARENT PLAN**

#### **PUBLIC ASSISTANCE**

85. Neither party is receiving government assistance.

### **ALIMONY**

86. Neither party shall be awarded monthly alimony.

### **REAL PROPERTY**

87. During the course of the marriage, the parties acquired real property that is marital property located at 4210 W. 2010 N., Lehi, Utah 84043 (the "Property"). The Property shall be awarded to Respondent as his sole exclusive property, including any obligations and encumbrances thereon, free and clear of any interest, right, title, and claim from Petitioner. Respondent shall refinance/assume the existing loan out of Petitioner's name on the Property within one hundred eighty days (180) of the date of entry of the Decree. Should Respondent fail to complete the refinance/loan assumption within the stated time frame, then Respondent shall have the sole and exclusive authority to list and sell the Property without any requirement of Petitioner's consent, signature, participation, or involvement. Respondent shall have full discretion to select the real estate agent, determine the listing price, authorize repairs or improvements, negotiate all terms of sale, execute all listing and closing documents, and otherwise manage and control every aspect of the sale process.

88. Petitioner acknowledges and agrees that Respondent's assumption of Petitioner's one-half share of the mortgage debt constitutes full and adequate consideration for Petitioner's forfeiture of any and all equity in the Property. Accordingly, in the event of a sale, Respondent shall be entitled to receive 100% of the net sale proceeds, free and clear of any claim, lien, or interest of Petitioner. Petitioner shall execute any documents reasonably necessary to effectuate Respondent's exclusive authority and the transfer of full proceeds to Respondent; however, if

Petitioner fails or refuses to do so, the Court's Decree shall operate as Petitioner's signature pursuant to Utah R. Civ. P. 70.

89. Petitioner may remain in the marital home until on or before September 30, 2026. While residing there, Petitioner shall pay Respondent \$600 per month, with the final month prorated based on the number of days she remains in the home.

#### **MOTOR VEHICLES**

90. Respondent shall be awarded the 2017 Toyota Tacoma subject to any debt thereon, free of any claim or interest by the other party and indemnifying and holding Petitioner harmless thereon.

91. Petitioner acknowledges and agrees that the 2018 Ford F150 is owned by Respondent's employer and is not subject to marital division.

92. Petitioner shall return the keys to the 2017 Toyota Tacoma upon vacating the Property.

93. Both parties shall execute any and all documents necessary to effectuate the assignment and refinance of these vehicles.

#### **PERSONAL PROPERTY**

94. During the course of the marriage the parties acquired personal property, which shall be divided equitably between the parties. If the parties cannot agree on an equitable division of the property, each shall be ordered to make a detailed list of the items, the value of the items, and a proposed distribution of the items. The parties shall then be ordered to exchange

immediately all items whose distribution is not in dispute and to attend mediation to resolve any disputes as to further distribution.

95. Each party shall be awarded their personal effects, and any family heirlooms or property passed down through their family.

96. The parties shall be responsible for any debt associated with any item of personal property that is awarded to them and shall hold the other party harmless therefrom in the event the debt on the item was incurred jointly.

97. Each party shall be awarded any personal property acquired before the marriage or received by gift or by inheritance during the marriage.

98. Respondent is awarded his firearms and anything relating to Respondent's outdoor hobbies, including but not limited to camping and hunting gear, equipment, and accessories, all personal property items located in Respondent's office, and all Respondent's tools less a small portion of essential home-owner tools to be awarded to Petitioner.

99. Petitioner is awarded her 9 mm handgun and ammunition. Respondent will sign any documentation necessary to transfer ownership to Petitioner.

100. Respondent shall be awarded Max (cat), Bruce (dog), and Nugget (lizard) together with all associated pet accessories, housing, and food. Petitioner shall be awarded any remaining pets along with their associated pet accessories, housing, and food.

#### **FINANCIAL ACCOUNTS**

101. During the course of the marriage the parties acquired financial accounts. The parties shall be awarded the financial accounts in their own names.

102. Petitioner's name shall be removed from any joint account owned by the parties within seven (7) days of the signing of the Decree.

103. As part of a global settlement to resolve property settlement issues, Respondent shall pay to Petitioner a sum of Two Thousand Five Hundred no/100ths Dollars (\$2,500.00) within seven (7) days of the signing of this Stipulation.

#### **RETIREMENT ACCOUNTS AND PLANS**

104. During the course of the marriage the parties continued to maintain retirement accounts and plans in his or her own name. Each party shall maintain interest in his or her own retirement accounts and plans and shall abandon all claims to the other party's accounts and plans upon entry of the parties' Decree. To fully resolve all remaining property issues, Petitioner shall receive Thirty-Nine Thousand Eight Hundred Fifty and 17/100 Dollars (\$39,850.17) from Respondent's Komatsu Mining Corp. Retirement Savings Plan ("Komatsu RSP"). This amount represents an alimony buyout, funds for a vehicle purchase, relocation expenses, and early-withdrawal taxes. Upon Petitioner's receipt of the agreed-upon buyout from Respondent's Komatsu RSP, Petitioner's interest in that account shall be fully and finally resolved. Petitioner shall have no further claim to Respondent's Komatsu RSP, nor any right to seek alimony now or in the future, on any basis or under any legal theory, including but not limited to changes in income, employment, health, or financial circumstances. This provision constitutes a full, final, and non-modifiable resolution of all spousal-support claims between the parties.

105. To effectuate the transfer of the global settlement retirement funds, the parties shall share equally in the cost of the preparation of a Qualified Domestic Relations Order

("QDRO") by a mutually agreed upon preparer. Agreement must be in writing. Preparation of this QDRO must begin within thirty (30) days after the date of entry of the Decree.

### **DEBTS AND OBLIGATIONS**

106. During the course of the marriage the parties acquired the following debts and obligations that shall be awarded to Respondent as his responsibility, leaving Petitioner free and clear of any liability associated with such debts and obligations, as follows:

| <b>Respondent</b>                   | <b>Petitioner</b> |
|-------------------------------------|-------------------|
| SSFCU Credit Card x6293             |                   |
| CareCredit Credit Card x9429        |                   |
| Best Buy Credit Card x7917          |                   |
| Amazon Credit Card x0921            |                   |
| Chase Credit Cards x2028 and x7711  |                   |
| American Express Credit Card x52004 |                   |
| Home Depot Credit Card x2261        |                   |

107. Except for as provided herein, the parties shall be jointly responsible for any joint debt they incurred, debts that were knowingly incurred by the parties during their marriage, or debts that were incurred for the benefit of the parties' marriage. However, any debts that were incurred by one party as a gift to the other party shall be the sole responsibility of the party giving the gift and incurring the debt thereon.

108. The Court shall order the parties to be solely and exclusively responsible for any debts that each party incurs after the date of filing of the Petition.

### **MUTUAL RESTRAINING ORDERS**

109. The automatic Domestic Relations Injunction to be entered in this case shall govern the parties until further order of the Court.

110. Neither party shall use the other party's likeness, identity, credit, or personal information for any inappropriate or unauthorized purpose.

111. Neither party shall send to the other party any abusive emails, texts, or voice mails.

112. The parties shall be restrained from committing, threatening to commit, or engaging in any conduct that could reasonably be construed as any form of domestic violence or domestic abuse against the other party.

113. Both parties shall be mutually restrained from harassing, annoying, or otherwise engaging in conduct that operates to unreasonably bother or interfere with the other.

114. Both parties shall not interfere with the employment of the other party in any way and shall avoid the workplace of the other party.

### **ATTORNEY'S FEES AND COSTS**

115. Each party shall be responsible for all of his or her own attorney fees and costs incurred in this matter.

### **MISCELLANEOUS/OTHER RELIEF AS EQUITY REQUIRES**

116. Petitioner shall reserve the right to change her name to "Kaitlyn Marie Marsh" if and when she so desires.

117. After a *Decree of Divorce* is issued by this Court, if a dispute ever arises between the parties concerning the terms and provisions in their *Decree of Divorce*, they shall first participate in good faith in at least one session of mediation prior to returning to court to resolve their dispute. Notwithstanding, this mediation requirement shall not apply to a motion to address an emergency matter or enforcement.

118. The parties shall execute and deliver to the other party in a timely manner any documents necessary to implement the provisions of the *Decree of Divorce*, which shall be entered by the Court. Each party shall be ordered to execute such deeds, contracts, agreements, titles, or other conveyances as may be necessary to transfer the property awarded to the parties in a timely manner.

119. In the event it becomes necessary for either party to retain legal counsel to enforce the terms and provisions of the *Decree of Divorce* to be entered herein, the prevailing party shall be entitled to reasonable attorneys' fees and costs to enforce the provisions of the *Decree of Divorce*.

**\*\*\*End of Order\*\*\***

**Judge's signature and seal appear at top of first page.**

DATED this 23rd day of July 2026

**HARWARD & HAWES, PLLC**

/s/ Geniel M. Ashcraft  
Geniel M. Ashcraft  
Attorney for the Respondent

APPROVED AS TO FORM: \_\_\_\_\_

/s/ \_\_\_\_\_

BRIAN DAVIS, *Attorney for Petitioner*

(Signed electronically by Geniel M. Ashcraft with permission via email on \_\_\_\_\_).

### **CERTIFICATE OF SERVICE**

I certify that on July 23, 2026, I served a true and correct copy of the foregoing proposed ***Decree of Divorce*** on Petitioner's counsel, Brian Davis, via his email address, bdavis@goodnewslegal.org, for review and approval as to form. The seven-day period for filing an objection has expired, and no objection was filed or received. The proposed document is therefore submitted for entry pursuant to Utah Rules of Civil Procedure 7(j)(5)(B) and 58A(c)(4)(B). I certify that on July 31, 2026, I caused a true and correct copy of the foregoing ***Decree of Divorce*** to be served upon the following via the Court's electronic filing system:

BRIAN DAVIS, *Attorney for Petitioner*  
Good News Legal Clinic

/s/ Geniel M. Ashcraft  
Geniel M. Ashcraft