



Micah William Scholes
Utah State Bar #14778
LOTUSLEGAL
460 W 50 N Suite 500
Salt Lake City, UT 84101
(801) 251-6823
m@lotuslegal.com

Attorney for Petitioner

**IN THE SECOND JUDICIAL DISTRICT COURT
IN AND FOR DAVIS COUNTY, STATE OF UTAH, FARMINGTON
DEPARTMENT**

**In the matter of the marriage
of**

DECREE OF DIVORCE

ALEXIS LARSEN DAVIS,

Case No: 244700896

**Petitioner,
and**

**Commissioner: Christina
Wilson**

KYLE ALAN DAVIS,

Judge: Joseph Bean

Respondent.

The Petitioner filed her Verified Complaint for Divorce on the 6th day of June 2024. The Respondent filed his Counter Petition for Divorce on the 27th day of June 2024. The parties signed a Stipulation and Settlement Agreement on the 10th day of April 2026. The Court, having reviewed the Petitioner's Declaration of Jurisdiction of Grounds in Support of the Decree of Divorce, having previously entered its written Findings of Fact and Conclusions of Law,

and for good cause appearing, does hereby Order, Adjudge, and Decree as follows:

DECREE OF DIVORCE

The marriage contract between the parties is now dissolved, and the parties are awarded a mutual Decree of Divorce from each other, the same to become final upon entry by the Court.

JURISDICTION

- 1.** Alexis was an actual and bona fide resident of Davis County, State of Utah, for more than three months before filing this action.
- 2.** This Court has jurisdiction over the parties' claims pursuant to Utah Code Ann. §78A-5-102.
- 3.** This Court has jurisdiction to make child custody and parent-time determinations pursuant to the current Utah Code Ann. §78B-13-101 *et seq.* at time of Decree, because Utah is the home state of the children at the time of the commencement of this proceeding.

GROUND

- 4.** Alexis and Kyle were married on the 10th day of September 2016 in Summit County, State of Utah, and are presently married.
- 5.** During the marriage, the parties have encountered irreconcilable differences that make continuation impossible.
- 6.** As a result of the aforesaid grounds, the parties were separated on the 12th day of May 2024.

MANDATORY PARENTING AND ORIENTATION COURSES

7. Alexis and Kyle are required by law to attend the “Mandatory Parenting and Orientation Courses.” The parties have taken these courses or will do so within thirty days of the signing of the Stipulation.

CHILD CUSTODY AND PARENT-TIME

8. There have been three children born as issue of this relationship and marriage, to wit: K.R.D., born December 2017; N.L.D., born February 2020; and B.L.D., born September 2022.

9. There are no proceedings regarding custody, criminal, protective orders, or delinquency involving the above-named children in juvenile court or any other court.

10. Alexis and Kyle are fit and proper parents and are awarded the joint physical and legal care, custody, and control of the children, with the parties to exercise their parent-time as they may agree and at reasonable times and places.

11. If parent-time cannot be agreed upon by the parties, parent-time shall be determined pursuant to the standard parent-time as outlined in the current Utah Code Ann. §81-9-305 attached hereto and incorporated herein as **Exhibit A**.

12. Alexis shall have parent-time every Monday and Tuesday overnight and deliver the children to school if school is in session. If school is not in session, the exchange shall take place on Wednesday

at 9:00 A.M. Kyle shall have parent-time every Wednesday and Thursday overnight and deliver the children to school if school is in session. If school is not in session, the exchange shall take place on Friday at 9:00 A.M. The parties shall alternate parent time every other weekend from Friday to Monday morning by delivering the children to school if school is in session. If school is not in session, both the Friday and Monday exchanges shall take place at 9:00 A.M.

13. Once B.L.D begins kindergarten, the parties shall begin exercising parent-time on a week-on/week-off basis and deliver the children to school if school is in session. If school is not in session, all exchanges shall take place on Monday at 9:00 A.M.

14. Alexis shall be designated the custodial parent for present statutory holiday purposes only pursuant to the current Utah Code Ann. §81-9-303.

15. However, the parties agree that only the following holidays shall be considered part of the agreement:

- a. Spring Break, Easter, Memorial Day Weekend, Independence Day, Martin Luther King Day, Pioneer Day, Labor Day weekend, Fall Break, Halloween, Thanksgiving, Winter Break (split first half including Christmas / second half including New Year's Eve), and the children's birthdays.

- b. Mother's Day weekend is to always be with Alexis from Friday after school, or if school is not in session, beginning at 9:00 AM and ending on the following Monday, dropping the children off at school at 9:00 AM if school is not in session.
- c. Father's Day weekend shall always be with Kyle from Friday after school, or if school is not in session, beginning at 9:00 AM and ending on the following Monday, dropping the children off at school at 9:00 AM if school is not in session.
- d. The parties' birthdays will always be spent with the children from 9:00 AM until 8:00 PM on their respective birthdays.
- e. The parents shall alternate parent-time for the children's birthdays, and all children shall be together for such parent-time. Alexis shall have the first right to throw friend birthday parties during even years, and Kyle shall have the first right to throw friend birthday parties during odd years. In the event a parent does not elect to throw a birthday party during their designated year, the other parent may choose to do so.

16. Extended parent-time will be pursuant to Utah Code Ann. §81-9-303.

17. The parties shall also follow the guidelines of the Parenting Plan, attached hereto and incorporated herein as **Exhibit B**.

18. If either party ever plans to move 50 miles or more from the residence of the other parent, that party shall abide by the provisions of the current Utah Code Ann. §81-9-209, which is attached hereto and incorporated herein as **Exhibit C**.

CHILD SUPPORT

19. Alexis is employed by PacifiCorp and shall be imputed a gross income of \$13,127 per month for child support purposes.

20. Kyle is currently employed by Core and Main and shall be imputed a gross income of \$13,127 per month for child support purposes.

21. In accordance with the current Utah Code Ann. §81-6-213, at time of Decree and based upon the parties' respective similar/same gross monthly incomes and the uniform child support worksheet, the parties agree that no child support shall be awarded to either parent.

22. Child support shall be modifiable as outlined in the current Utah Code Ann. §81-6-212(5) at time of Decree.

23. Each parent shall notify the other within thirty days of any 30% or greater change in consistent base income.

EXTRACURRICULAR ACTIVITIES

24. The parties shall equally share the costs of all the children's extracurricular activities upon which they agree in writing. A party who incurs an extracurricular expense shall provide written verification of

the cost and payment of extracurricular expenses to the other parent within 30 days of payment. The other parent shall reimburse the party incurring the expenses within 30 days of receiving said written verification. If the parties do not agree on a particular activity, the party that enrolled the children in that activity shall be solely responsible for the cost thereof. Unless the parties agree, a party shall not enroll the children in an extracurricular activity that conflicts with the other party's parent-time. All the extracurricular activities the children are currently enrolled in are considered to have already been agreed upon in writing (this includes soccer, baseball, basketball, karate, and flag football). Any updates from the extracurricular coach or leader need to be communicated to both parents. In the event the children's participation in the extracurricular activities requires more financial contribution than currently being spent (i.e., if the children enter competitive sports on travel teams), the parties should agree on the additional expense.

25. If a parent is actively involved with the extracurricular activity, such as coaching, it is their responsibility as the co-parent and coach to include and communicate with the other co-parent so that both parents are involved with the children's activity.

CHILD CARE

26. The parties shall equally share all reasonable work-related childcare expenses.

MEDICAL-RELATED EXPENSES

27. The parties must work together to provide health care coverage for the children's medical expenses, pursuant to Utah Code Ann. §81-6-208, attached hereto and incorporated herein as **Exhibit D**.

28. If a parent's insurance plan does not cover the children but those children could be covered by that parent's romantic partner's insurance plan, the insurance plan of that person shall be treated as if it were the plan of the parent.

29. The parent who provides insurance for the children shall promptly provide the other parent with a duplicate insurance card.

30. If payment collection and/or income withholding through the Office of Recovery Services occurs, the parties must provide written verification to ORS within thirty days of insurance enrollment, insurance premiums, and any change in coverage or premiums.

31. Prior to service being initiated, each party must elect to create separate accounts for any dental, medical, or school fees for the children.

32. Any reasonable out-of-pocket medical, dental, orthodontic, and optical expenses incurred for the children must be equally shared between the parties. The party incurring any such qualifying expense

must provide written verification and proof of payment to the other parent within thirty days. The other parent must then reimburse them within thirty days of receiving the verification.

529 SAVING ACCOUNTS

33. The parties shall jointly manage the children's 529 savings accounts. Neither party shall make any withdrawals without prior written approval from the other party. The parties shall have equal access to the accounts and shall ensure both parties' names are on the accounts within 90 days.

PERSONAL PROPERTY

34. During the course of the marriage, the parties acquired personal property that shall be divided as follows:

- a. Alexis: 2018 Ford Expedition, 2021 Aspen Trail by Dutchman, TV console with fireplace insert, Samsung TV, HP Desktop, air compressor machine, upright freezer, any furniture or items that were Alexis' prior to entering into the marriage, and her individual personal financial accounts with only her name on them.
- b. Kyle: 2020 Ford F-150, 2019 UTV Trailer, camping items located in the Dutchman trailer, master bedroom mattress and frame, 3-piece leather couch set, dresser in BLD bedroom (white-Kyle's mother's), his firearms, white entertainment center,

master dresser, riding lawn mower, BLD crib and changing table, and his individual personal financial accounts with only his name on them.

c. In addition to the items listed above, the parties will divide the remaining personal property as they agree. To the extent there are any disputed items, the parties will create a comprehensive list and take turns selecting items until all are gone. The parties will flip a coin to determine who selects first.

d. Alexis will take possession of the dogs when she vacates the house.

e. The parties shall equally divide any and all remaining joint accounts in both parties' names and the HSA account currently in Alexis' name within thirty days of entry of the parties' Decree of Divorce.

35. Each party shall remove the other party's name from any current vehicle insurance policy within thirty days of entry of the parties' Decree of Divorce (if any such policy exists).

36. Each party shall remove the other party's name from any current vehicle's title and/or loan within thirty days of entry of the parties' Decree of Divorce (if any such shared title or loan exists).

37. Each party shall remove the other party's name from any joint financial account within thirty days of entry of the parties' Decree of Divorce (if any such shared account exists).

38. The parties shall duplicate any desired family pictures and videos so that each party has a copy within thirty days of the signing of the Stipulation. The parties shall share the duplication costs equally.

39. Upon entry of the parties' Decree of Divorce, the parties shall execute all documents necessary to transfer any awarded property into the other party's name within thirty days of entry of the parties' Decree of Divorce.

REAL PROPERTY

40. During the marriage, the parties acquired real property located at 2327 Bluff Ridge Drive, Syracuse, Utah 84075 ("Property"), parcel #125410131. The parties shall list the Property for sale on the real estate market within thirty days of signing the agreement. The parties agree that Kyle will provide Alexis with the names of three local licensed Real Estate Agents within seven days of the signing of the stipulation. Alexis will then choose one of them within seven days. The parties agree to follow their real estate agent's advice, including raising or lowering the asking price, and not to unreasonably delay or frustrate the timely sale of the Property.

41. Until the Property is sold, Kyle shall have the exclusive use and possession of the Property and shall be solely responsible for all debts associated with the Property, including, but not limited to, mortgage payments, utilities, and other related expenses. Alexis shall have thirty days to vacate the Property and remove her personal property.

42. The parties will split the net equity of the Property equally.

43. At closing, Kyle will pay Alexis \$3,990.02 from his share of the equity as a reimbursement for his half of the children's medical expenses from May 2025 through April 2026. Alexis will provide verification of these expenses to Kyle within fourteen days of the signing of the stipulation.

DEBTS AND OBLIGATIONS

44. During the course of the marriage, the parties jointly acquired debts, liabilities, and obligations to third parties that shall be equitably divided:

- a. Alexis: The current balance owing on her American Express credit card, forever holding Kyle harmless therefrom.
- b. Kyle: The current balance owing on his American Express and Discover credit cards, forever holding Alexis harmless therefrom.

45. The parties shall be mutually restrained from incurring any additional liability on any joint debts or joint credit lines.

46. Once divided, the responsible party shall indemnify and hold the nonresponsible party harmless on any debt, liability, or obligation associated with them. The responsible party shall not include the debts in any bankruptcy petition.

47. If other joint debts are discovered after the Decree is entered, the person who incurred the debt must be solely responsible for it.

NOTICE TO CREDITORS

48. The parties shall provide a copy of the parties' Decree of Divorce to all joint creditors involved in any outstanding debts, obligations, or liabilities listed therein.

49. Therefore, each party shall:

- a. Send a copy of the parties' Decree of Divorce as soon as possible to each creditor he/she is not required to pay;
- b. Notify the joint creditor of the current address for each party;
- c. Inform the joint creditor that each party is entitled to receive individual statements, notices, and correspondence required by law or by the terms of the contract, and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to

pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

d. Provide written proof of the above actions for each account in question to the other party within sixty days of the parties' Decree of Divorce being entered.

ALIMONY

50. The parties are both physically capable of supporting themselves, and alimony is not awarded to either party. Both parties forever waive any claim or entitlement to alimony now and in the future.

STOCKS, BONDS, RETIREMENT, AND PENSION-RELATED ASSETS

51. The parties shall split their investment accounts, stocks, bonds, cryptocurrencies, mutual funds, life insurance policies, retirement accounts, and/or other pension-related assets using the Woodward formula (when applicable) as of the date of their separation. They shall also split the cost of any QDRO that may be necessary to effectuate the division.

LIFE INSURANCE

52. Each party shall maintain a life insurance policy with the following conditions:

- a. Coverage amount: \$1,000,000 for the care of the children in the event of a parent's death before the children reach 18 years of age.
- b. Beneficiaries: The parties shall each maintain a Trust naming the children as beneficiaries. The trust should be managed by a third party, not by either party's spouse.
- c. The parties should provide verification of the life insurance plan by January 2 of each year.

HEALTH INSURANCE

53. Each party shall be responsible for their health insurance after the parties' Decree of Divorce has been entered.

TAX FILING

54. Unless already completed, the parties shall file their State and Federal taxes as married filing separately for the year 2025 and shall be responsible for their own tax obligations or refunds. Thereafter, the parties shall file separately.

CHILD TAX EXEMPTION, DEDUCTION, AND CREDIT PROVISIONS

55. The parties alternate claiming two of the children for income tax deduction purposes, both State and Federal, each and every year, with Alexis claiming in even years and Kyle claiming in odd years, as provided in the current Utah Code Ann. §81-6-210 at the time of the Decree.

56. The parties shall alternate claiming K.R.D. as an exemption, deduction, and credit for the purposes of filing federal and state income tax returns. Alexis shall be entitled to claim K.R.D. for even tax years, and Kyle shall be entitled to claim K.R.D. for odd tax years.

57. When K.R. D. has reached the age of majority and can no longer be claimed for income tax deduction purposes, the parties shall then each be entitled to claim one of the children for income tax deduction purposes, both State and Federal, each and every year as provided in the current Utah Code Ann. §81-6-210 at the time of the Decree.

58. When N.L.D. has reached the age of majority and can no longer be claimed for income tax deduction purposes, the parties shall then alternate the remaining child every other year, with Kyle receiving the tax deduction for the first alternating year.

FULL DISCLOSURES

59. If one party does not disclose an asset to the other party, the party discovering the undisclosed asset or assets must be awarded it in its entirety.

MUTUAL RESTRAINING ORDERS

60. The following mutual restraints shall enter:

- a. The parties shall not say or do anything that would diminish the children's love and affection for the other party.

- b. The parties shall not harass or threaten each other or the children.
- c. The parties shall not make disparaging remarks to one another or about one another in the children's presence, either verbally, in writing, or otherwise.
- d. As used in this paragraph, disparage means to say anything ill of the other, whether they believe it to be true or not.
- e. The parties shall not speak with the children about litigation or divorce issues in any way, shape, or form.
- f. The parties shall not attempt to influence a child's preference regarding custody or parent-time.
- g. The parties shall not make parent-time arrangements through the children.
- h. When the children are under either party's care, that party has an affirmative duty to use their best efforts to prevent third parties from doing what the parties themselves are prohibited from doing under all of the aforementioned mutual restraints. In the event that they are unsuccessful, that party shall remove the children from the presence of those third parties.
- i. The parties shall not post any stories, pictures, or statements about the other party on any website, blog, or social media site.

ATTORNEY'S FEES AND COSTS

61. Each party shall be responsible for their own attorney's fees incurred during the divorce proceedings.

ENFORCEMENT

62. In the event that either party fails to comply with any of the terms and conditions set forth in the parties' Decree of Divorce, it is fair and reasonable that the party in default be liable to the other for the reasonable attorney fees they incurred in order to enforce said terms and conditions.

MISCELLANEOUS PROVISIONS

63. Each party is ordered to take any action and to execute and deliver to the other party all such documents as required to implement the provisions of the decree entered by the Court. Should either party fail to execute a required document within 60 days of the entry of the parties' Decree of Divorce, the other party may bring a Motion to Enforce at the expense of the disobedient party and ask that the Court appoint someone else to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

64. Alexis shall be entitled to resume the use of her maiden name of Larsen at any time.

65. Before filing any Petition to change any provision of the parties' Decree of Divorce, the parties shall first attempt to resolve the issue(s) through mediation.

-- END OF ORDER --
Signed as indicated at the top of page one

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing Decree of Divorce to the Court for signature upon the expiration of seven (7) days after service (and an additional seven (7) days if mailed), or upon written objection.

Dated this 16th day of April 2026.

LOTUSLEGAL

/s/ Micah William Scholes

Micah William Scholes
Attorney for Petitioner

Dated this 23rd day of April 2026.

Approved as to form and content:

*/s/ Chase M. Walker **

Chase M. Walker
Attorney for Respondent

* Electronically signed by Monica Short with permission

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of April 2026, I sent a true and correct copy of the foregoing **DECREE OF DIVORCE** by the indicated method(s) and to the following individual(s):

Chase M. Walker
Walker Law Group
9533 South 700 East, Suite 200
Sandy, Utah 84070

☐ U.S. Mail
☐ Hand Delivery
☐ Facsimile
☒ E-Mail

Alexis Davis

☒ E-Mail

/s/ Monica Short
Licensed Paralegal Practitioner