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Attorney for Petitioner

IN THE SECOND DISTRICT COURT,
DAVIS COUNTY, STATE OF UTAH

In the Matter of the Marriage Of,

Brittany Davis,
Petitioner,

and

Jared Davis,
Respondent.

DIVORCE DECREE

Case No: 254701278

Judge: JOSEPH BEAN
Commissioner: JULIE WINKLER

Petitioner, Brittany Davis, by and through counsel, hereby submits the following Divorce Decree based on evidence provided in support thereof by the stipulation of the parties. The Court, having received, reviewed and entered its Findings of Fact and Conclusions of Law and now being fully advised in the premises, does **HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

DECREE OF DIVORCE

1. **DIVORCE GRANTED**: The parties are hereby granted a Decree of Divorce, thereby severing the bonds of matrimony heretofore existing between the parties. Said Decree is to

become final upon entry in the official records of the clerk of Davis County, State of Utah, automatically and without further action by the parties.

2. JURISDICTION: This Court has jurisdiction over the parties and the subject matter as a result of the following:

a. RESIDENCY: Brittany and Jared are both bona fide resident of Davis County, Utah, for at least three (3) months immediately preceding the commencement of this action.

b. MARRIAGE STATISTICS: Brittany and Jared were married on June 7th, 2005. The parties were separated on or around January 1st, 2025.

3. GROUNDS: During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship.

4. REAL PROPERTY: The parties are the owners of two parcels of marital real property acquired during the course of the marriage, located at:

(a) 1119 N 2560 W Clinton, UT 84015.

(b) 795 W 2150 Layton, UT 84041.

Brittany shall receive the Layton property as her sole and separate property. Brittany shall continue to maintain possession of the property and be responsible for all costs and fees associated with the property and hold Jared harmless. Brittany shall have three (3) years from the signing of the stipulation to refinance the mortgage into her own name. Brittany shall be given online access to the mortgage to pay the account. The primary e-mail on the account shall be changed to Brittany's, so she has immediate access to the loan portal. Until Brittany has

refinanced the mortgage Jared shall have access to the loan portal. If at anytime, the mortgage has not been made by the 25th of each month, Jared may pay the mortgage and then deduct it from Brittany's alimony payment. Jared will sign all necessary paperwork to transfer ownership to Brittany. If Brittany wants to sell the property prior to refinancing Jared's name off of the property he shall be given the first right of refusal for buying out Brittany's interest in the property at the current Fair Market Value. Jared shall receive the Clinton property as his sole and separate property.

Jared shall continue to maintain possession of the property and be responsible for all costs and fees associated with the property and hold Brittany harmless.

5. CHILDREN: There are no minor children in this marriage, and none expected.

6. PERSONAL PROPERTY: There is no personal property between the parties to be divided as they have already divided and distributed. Each party will retain what is in their respective possession and be transferred to the other party as outlined herein:

a. PETITIONER:

i. All items of Petitioner's personal clothing, jewelry and other personal effects;

ii. The sewing equipment;

iii. The Petitioners quilts;

iv. The Volvo the Petitioner is currently driving.

b. RESPONDENT:

i. All items of Respondent's personal clothing, jewelry and other personal effects;

ii. The Volkswagen Jetta the Respondent is currently driving.

c. Should either party find any additional items of the other parties that is clearly their property, they shall return it, ie premarital belongings, items of children from another marriage etc.

7. RETIREMENT FINANCIAL ACCOUNTS: Jared has a number of retirement and investment accounts, including a pension. Brittany shall be awarded a marital share (50%) of all accounts, including but not limited to:

- a. Edward Jones, approximate balance \$15,000;
- b. TSP, \$48,000;
- c. Empower \$204,000; and
- d. a Woodward share of the military pension.

The parties will use Jay Woodall to prepare the QDRO's and equally share the costs. The parties will give Mr. Woodall all necessary documents to complete the distributions. The parties will receive all accounts titled in their name and all accounts they have been using. Brittany is entitled to a survivor's benefit annuity on the pension, should she be willingly to pay for the costs. Should there be a joint account it shall be closed or the party who has not been using name shall be removed. The parties shall work together on transferring or closing all accounts. Jared will keep the life insurance and any value. Jared will pay to Brittany \$4500 as an offset for her portion of marital accounts within the next 6 months.

8. ALIMONY: Brittany has a need for alimony and Jared has an ability to pay.

Alimony will be awarded in the monthly amount of \$2,500 for a period of 11 years. This amount shall begin May 1st, 2026. Jared can either pay in full at the beginning of the

month or ½ on the 5th and the 20th. Alimony will continue until the first of any of the following conditions should occur, if either party dies or Brittany remarries or cohabitates. The length of time of alimony shall be 11 years, as it is expected that Jared will work until age 62. It is also expected that Brittany's salary will increase. The amount and the number of years was part of a global settlement taking into account various other aspects of the parties settlement agreement.

9. DEBTS AND OBLIGATIONS: Upon information and belief, marital debts have been incurred during the marriage. The parties shall be responsible for the following debts and agree to hold the other party harmless and indemnify them from any debt that they are responsible as distributed in this decree. The parties shall share equally the debt of the Volvo. Brittany shall sell or trade it in, and each party will be responsible for paying ½ of the outstanding balance, as it is underwater. The sell or trade-in of the vehicle shall occur within the next 60 days. Jared shall sign all documents required for Brittany to sell or trade in the Volvo. As part of the party's stipulation, Jared has agreed to take on all of the debt, except those outlined herein the decree. The following debts shall be distributed among the parties as follows:

- a. Brittany:
 - i. Student Loans
 - ii. Any Credit card debt only her name.
- b. Jared
 - i. Edward Jones: \$21,000
 - ii. Discover: \$24,000

- iii. Costco: \$16,000
- iv. USAA: \$6500
- v. Apple: \$3,000
- vi. Sam's Club \$12,000
- vii. Amazon \$2,000
- viii. Klarina: \$3,500
- ix. Citi Simplicity: \$1500
- x. AFCU: \$1,000
- xi. CFNA: \$6300

10. COSTS AND ATTORNEY'S FEES: Both parties shall pay their own fees and costs for the work that was done in preparation of the divorce, stipulation and final documents. Should either party default on any provision in this action and take the matter to court and prevail then the court shall award attorney's fees.

11. SIGN ALL PAPERS: Each party shall be ordered to sign all papers, documents, titles, deeds, etc., necessary to effectuate the transfer of real and personal property by and between the parties as set forth.

12. RETURN TO FORMER NAME: Respondent shall be awarded her former name, if she so desires. This request is made for personal reasons and without any intent to defraud creditors.

13. MUTUAL RESTRAINTS: 1

- a. General Restraints: Each party is restrained and prohibited from harassing, making demeaning statements about, or in any other way bothering the other

party either at work or at home, through third parties, and in no case, making any damaging statements about the other party. Each party is restrained from harassing or bothering the other either at home, work or at any other location by any means or through any person whatsoever.

b. Likeness, Image, Credit: Both Parties shall be restrained from using the likeness, image, or credit of the other Party for any purpose. Should either party have any images of the other party where they are disrobed or naked, or portrayed in a manner that would be embarrassing it shall be destroyed and or returned to the other party. At no point should it be disseminated to the internet or to any other hard drives or locations. Should any of these pictures already be posted they shall be immediately removed.

c. Electronic Access: The Parties hereby revoke all access to any electronic accounts or passwords that they may have given during the marriage. Neither Party shall use any passwords that they may know to look at e-mails, or account balances or any other information of the other parties at any time after the signing of the stipulation. The parties will also return any keys or garage door openers or abilities to access any items of the other party. Neither party shall track or monitor the other party.

d. Social Media: Neither party shall make negative statements online or in other public forums about the other person in a direct or in-direct fashion.

14. 2NOTICE TO CREDITORS: Each party shall be ordered to notify all respective creditors regarding the court's division of debts, assignment of payment liabilities and the

name and current address of both parties in accordance with *Utah Code Annotated* § 15-4-6.5.

***** The Court's electronic signature and seal will appear at the top of the first page upon signature and entry by the Court *****

Approved as to content and form

/s/ Caleb Sessions

Caleb Sessions

Attorney For Brittany Davis

/s/ Travis Robertson

Travis Robertson

Attorney For Jared Davis

DATED: May 29, 2026

Respectfully submitted,

/s/Caleb Sessions

CALEB SESSIONS

Attorney for Petitioner

CERTIFICATE OF SERVICE

I hereby certify that on the May 29, 2026, I faxed, electronically served, or mailed a true and correct copy(s) of the following documents: **Divorce Decree** to the following parties:

Travis Robertson

travis@robertsonalger.com

/s/Caleb Sessions

CALEB SESSIONS

Attorney for Petitioner