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

In the Matter of the Marriage of

JESSICA TAYLOR,

Petitioner,

and

ALEXANDER TAYLOR,

Respondent.

DECREE OF DIVORCE

Case No. 234701199

The Honorable Michael Edwards
Commissioner Christina Wilson

The above-captioned matter has come before the Court for final disposition based on the Court's Order on Partial Stipulation entered November 21, 2024, and the stipulations of Petitioner Jessica Taylor ("Jessica") and Respondent Alexander Taylor ("Alex") stated on the record, and accepted by the Court, at trial on April 8, 2026, which resolved all remaining issues pertaining to the parties' divorce. The Court incorporates the Order on Partial Stipulation and the parties' on-the-record stipulations herein and, having made its Findings of Fact and Conclusions of Law and being fully informed in the premises, now **ORDERS, ADJUDGES, and DECREES:**

ARTICLE 1 – DECREE OF DIVORCE

- 1.1** The parties are awarded this Decree of Divorce, final upon entry, severing the bonds of matrimony heretofore existing between them, upon the grounds of irreconcilable differences.

ARTICLE 2 – CUSTODY & PARENT-TIME

- 2.1 CHILDREN.** The parties have three minor children, to wit: A.T., born in September 2016; R.T., born in December 2019; and L.T., born in September 2021.
- 2.2 PHYSICAL CUSTODY.** Jessica is awarded primary physical custody of the minor children.
- 2.3 PARENT-TIME.** Alex's regular parent-time with the minor children shall be according to the following schedule:
- 2.3.1 Weekend Parent-time.** Alternating weekends, commencing Friday after the regular dismissal of school (for all children, based on the time school dismisses for school age child(ren)) or 9:00 a.m. if school is not in session; until 7:00 p.m. on Sunday.
- 2.3.2 Weekday Parent-time.** Every Thursday, commencing after the regular dismissal of school (for all children, based on the time school dismisses for school age child(ren)) or 9:00 a.m. if school is not in session; overnight, returning the children to school/daycare on Friday morning or at 9:00 a.m. if school is not in session.
- 2.4 HOLIDAY PARENT-TIME.** All holiday parent time for both parties shall be in

accordance with Utah Code Ann §81-9-302, with Jessica assigned the “custodial parent” rotation and Alex assigned the “non-custodial parent” rotation, as follows:

Holiday	Holiday Time Period	Years Noncustodial Parent is Granted Holiday	Years Custodial Parent is Granted Holiday
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: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	(1) Holiday begins on Mother's Day at 9 a.m. (2) Holiday ends on Mother's Day at 7 p.m.	All years if noncustodial parent is the	All years if custodial parent is the

		mother or other parent granted the holiday in the order.	mother or other parent granted the holiday 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 granted the holiday in the order.	All years if custodial parent is the father or other parent granted the holiday in the order.
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the minor child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Halloween	(1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or	Even years	Odd years

	(b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.		
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day on that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.	Odd years	Even years
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Day of Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Odd years	Even years

2.5 EXTENDED PARENT-TIME. Extended summer parent-time shall be as follows:

2.5.1 All extended summer parent-time for both parties shall be in accordance with

Utah Code Ann. §81-9-302. In connection with this, for purposes of the extended parent time allocation, Jessica shall be entitled to exercise the extended parent time schedule for the “custodial” parent and Alex shall be entitled to exercise the extended parent time schedule for the “non-custodial” parent.

2.5.2 Notice of extended summer parent time dates shall be provided as follows:

- a)** In odd-number years, Alex will provide written notice of his extended summer parent time dates to Jessica on or before May 1st and thereafter, Jessica will provide her notice to Alex by May 15th.
- b)** In even-number years, Jessica will provide written notice of her extended summer parent time dates to Alex on or before May 1st and thereafter, Alex will provide his notice to Jessica on or before May 15th.
- c)** If a parent fails to provide a notification within the time periods described above, the complying parent's election takes precedence. If both parents fail to provide notice within the time periods described above, the first parent who provided notice shall have their elections take precedence.
- d)** Neither party may exercise any of their extended parent time over a holiday that belongs to the other parent for that year.

2.6 VIRTUAL PARENT-TIME. Virtual parent-time shall be as follows:

2.6.1 Alex is entitled to calls with the children on Sundays during Jessica's weekend and every Tuesday from 5:00 p.m. to 5:30 p.m.

2.6.2 It is preferable that virtual parent time be conducted via a computer, whenever possible.

2.6.3 Jessica shall be responsible to initiate the virtual parent-time on the days and within the time frame set forth above, and shall be responsible to ensure that the children are made available for the calls.

2.6.4 The children shall have a space to engage in the calls that is free of distractions, and the calls shall not be monitored or supervised.

2.6.5 The calls shall be of reasonable duration, taking into consideration the children's attention spans and engagement in the call as it relates to the duration of the call.

2.7 PARENT-TIME TRANSPORTATION. Transportation for parent-time shall be handled as follows:

2.7.1 Parent-time exchanges shall take place at school/daycare whenever possible.

2.7.2 If any exchange is not able to be conducted at school/daycare, it shall take place at the Farmington Courthouse.

2.7.3 Third-Party Transportation. A stepparent, grandparent, or other responsible adult designated by the parent who is exercising parent time, may pick up the children for that parent's parent-time if the other parent is aware of the identity of the individual and the parent who is exercising their parent-time will be with the children by 7 p.m. In connection with this, the parties shall ensure that any third party who is entitled to pick up the children in accordance with this provision, has access to school/daycare for this purpose.

ARTICLE 3 – LEGAL CUSTODY & PARENTING PLAN

3.1 LEGAL CUSTODY. The parties are awarded joint legal custody of their minor children.

3.2 PARENTING PLAN. The parties shall abide by the terms of the following parenting plan:

3.2.1 To the extent that they do not otherwise conflict with any of the provisions of this Decree of Divorce, the parties shall abide by the Advisory Guidelines set forth at

Utah Code Ann. §81-9-202. In the event of a conflict between the terms of this Decree of Divorce and the guidelines, the terms of this Decree of Divorce shall govern and take precedence. The Advisory Guidelines are as follows:

Effective 9/1/2024

81-9-202 Advisory guidelines for a custody and parent-time arrangement.

- (1) In addition to the parent-time schedules provided in Sections 81-9-302 and 81-9-304, the following advisory guidelines are suggested to govern a custody and parent-time arrangement between parents.
- (2) A parent-time schedule mutually agreed upon by both parents is preferable to a court-imposed solution.
- (3) A parent-time schedule shall be used to maximize the continuity and stability of the minor child's life.
- (4) Each parent shall give special consideration to make the minor child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the minor child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- (5)
 - (a) The court shall determine the responsibility for the pick up, delivery, and return of the minor child when the parent-time order is entered.
 - (b) The court may change the responsibility described in Subsection (5)(a) at any time a subsequent modification is made to the parent-time order.
 - (c) If the noncustodial parent will be providing transportation, the custodial parent shall:
 - (i) have the minor child ready for parent-time at the time the minor child is to be picked up ; and
 - (ii) be present at the custodial home or make reasonable alternate arrangements to receive the minor child at the time the minor child is returned.
 - (d) If the custodial parent will be transporting the minor child, the noncustodial parent shall:
 - (i) be at the appointed place at the time the noncustodial parent is to receive the minor child; and
 - (ii) have the minor child ready to be picked up at the appointed time and place or have made reasonable alternate arrangements for the custodial parent to pick up the minor child.
- (6) A parent may not interrupt regular school hours for a school-age minor child for the exercise of parent-time.

(7) The court may:

- (a) make alterations in the parent-time schedule to reasonably accommodate the work schedule of both parents; and
- (b) increase the parent-time allowed to the noncustodial parent but may not diminish the standardized parent-time provided in Sections 81-9-302 and 81-9-304.

(8) The court may make alterations in the parent-time schedule to reasonably accommodate the distance between the parties and the expense of exercising parent-time.

(9) A parent may not withhold parent-time or child support due to the other parent's failure to comply with a court-ordered parent-time schedule.

(10)

- (a) The custodial parent shall notify the noncustodial parent within 24 hours of receiving notice of all significant school, social, sports, and community functions in which the minor child is participating or being honored.
- (b) The noncustodial parent is entitled to attend and participate fully in the functions described in Subsection (10)(a).
- (c) The noncustodial parent shall have access directly to all school reports including preschool and daycare reports and medical records.
- (d) A parent shall immediately notify the other parent in the event of a medical emergency.

(11) Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of any change.

(12)

- (a) Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the minor child, in the form of mail privileges and virtual parent-time if the equipment is reasonably available.
- (b) If the parents cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available by taking into consideration:
 - (i) the best interests of the minor child;
 - (ii) each parent's ability to handle any additional expenses for virtual parent-time; and
 - (iii) any other factors the court considers material.

(13)

- (a) Parental care is presumed to be better care for the minor child than surrogate care.
- (b) The court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able to transport the minor child, to provide the child care.
- (c) Child care arrangements existing during the marriage are preferred as are child care arrangements with nominal or no charge.

(14) Each parent shall:

- (a) provide all surrogate care providers with the name, current address, and telephone number of the other parent; and
- (b) provide the noncustodial parent with the name, current address, and telephone number of all surrogate care providers unless the court for good cause orders otherwise.

(15)

- (a) Each parent is entitled to an equal division of major religious holidays celebrated by the parents.
- (b) The parent who celebrates a religious holiday that the other parent does not celebrate shall have the right to be together with the minor child on the religious holiday.

(16) If the minor child is on a different parent-time schedule than a sibling, based on Sections 81-9-302 and 81-9-304, the parents should consider if an upward deviation for parent-time with all the minor children so that parent-time is uniform between school aged and nonschool aged children, is appropriate.

(17)

- (a) When one or both parents are servicemembers or contemplating joining a uniformed service, the parents should resolve issues of custodial responsibility in the event of deployment as soon as practicable through reaching a voluntary agreement pursuant to Section 78B-20-201 or through court order obtained pursuant to this part.
- (b) Service members shall ensure their family care plan reflects orders and agreements entered and filed pursuant to Title 78B, Chapter 20, Uniform Deployed Parents Custody, Parent-time, and Visitation Act.

(18) A parent shall immediately notify the other parent if:

- (a) the parent resides with an individual or provides an individual with access to the minor child; and
- (b) the parent knows that the individual:
 - (i) is required to register as a sex offender or a kidnap offender for an offense against a minor child under Title 77, Chapter 41, Sex and Kidnap Offender Registry;
 - (ii) is required to register as a child abuse offender under Title 77, Chapter 43, Child Abuse Offender Registry; or
 - (iii) has been convicted of:
 - (A) a child abuse offense under Section 76-5-109, 76-5-109.2, 76-5-109.3, 76-5-114, or 76-5-208;
 - (B) a sexual offense against a minor child under Title 76, Chapter 5, Part 4, Sexual Offenses;
 - (C) an offense for kidnapping or human trafficking of a minor child under Title 76, Chapter 5, Part 3, Kidnapping, Trafficking, and Smuggling;
 - (D) a sexual exploitation offense against a minor child under Title 76, Chapter 5b, Sexual Exploitation Act; or
 - (E) an offense that is substantially similar to an offense under Subsections (18)(b)(iii)(A) through (D).

(19)

- (a) For emergency purposes, whenever the minor child travels with a parent, the parent shall provide

the following information to the other parent:

- (i)an itinerary of travel dates;
 - (ii)destinations;
 - (iii)places where the minor child or traveling parent can be reached; and
 - (iv)the name and telephone number of an available third person who would be knowledgeable of the minor child's location.
- (b)Unchaperoned travel of a minor child under the age of five years is not recommended.

Renumbered and Amended by Chapter 366, 2024 General Session

3.2.2 School. The children shall finish the 2025-2026 school year at their current schools. The children shall attend Holt Elementary School commencing in the 2026-2027 school year and shall remain at that school, and future feeder schools pursuant to the marital home address school boundaries, unless otherwise agreed upon by the parties in writing or ordered by the Court. Jessica is restrained from electing and/or voluntarily transferring her employment to a school where the children attend school. In the event Jessica is involuntarily assigned to work at a school where the children attend school or will attend school, or if Jessica relocates from the school boundaries associated with the marital home, Jessica shall provide Alex with as much notice as possible of such, and the parties shall jointly agree upon a new school or schools for the children to attend and shall promptly cooperate to transfer the children to the agreed-upon school.

- a)** The purpose of these provisions is to ensure Alex can be fully involved and present in the children's schooling, school activities, and other school events and meetings without violating any protective order that restricts his presence at Jessica's employment.

3.2.3 Decision Making. Other than the children's school attendance addressed in

Paragraph 3.2.2 above, the parties shall handle decision making regarding the minor children as follows:

- a)** Day to day and emergency decisions shall be made by the parent who the child/ren is/are with at the time. In the event of any emergency involving any child, the other parent shall be notified as soon as reasonably possible.
- b)** The parties shall attempt to reach shared decisions on behalf of the children in connection with all major decisions according to the following procedure:
 - i)** The parent who becomes aware of a major decision concerning a child shall notify the other parent upon becoming aware of the issue.
 - ii)** The parties shall then discuss the issue in an attempt to reach an agreement regarding the decision and in conjunction with this, shall consult with a professional or professionals (if applicable) qualified in the area of the decision.
 - iii)** In the event the parties are unable to reach an agreement regarding the decision after discussion, they will work with a Parent-time Coordinator (addressed at Paragraph 3.4, below) to reach an agreement. If the parties are unable to reach an agreement regarding the decision after working with the Parent-time Coordinator, then Jessica is entitled to make the decision, which is subject to Alex's right to seek District Court review should he so

elect.

3.2.4 Communication. Communication shall be as follows:

- a) All communication between the parties shall be limited to issues pertaining to the minor children and conducted through the co-parenting app Our Family Wizard (“OFW”) as set forth below.
- b) In connection with this, the following shall apply:
 - i) Each party is solely responsible to obtain, pay for (if there is a fee), and set up their own subscription for OFW.
 - ii) All events and activities concerning the minor children; including health-care (medical/dental/mental health), school/education, social, and extracurricular activities shall be posted on the shared calendar in connection with OFW. In connection with this, the party who becomes aware of or schedules the appointment, activity, or event shall post it to the shared calendar within 48 hours of becoming aware of or scheduling the matter.
- c) The parties may communicate outside of OFW, via text message or telephone, only in the event of an emergency involving the children or an urgent parent-time exchange issue.

3.2.5 Extracurricular Activities. Extracurricular activities shall be handled as follows:

- a) The parties shall discuss the minor children’s involvement in an extracurricular activity prior to enrolling a child in the activity. If the parties mutually agree upon an activity in writing, then they shall share

equally the expenses associated with the activity, transport the child to the activity during their parent time, and allow the child to attend the activity during their parent time.

- b)** If a parent does not agree to an activity in writing, the other parent may still enroll the child in the activity, however the parent who does not agree with the activity is not responsible to share any expenses related to the activity, is not required to transport the child to the activity, and may decline to allow the child to attend the activity during their parent-time.

3.2.6 Travel. In the event a parent travels out of state with the minor child(ren), they shall provide the information required by Utah Code Ann §81-9-202(19), as follows:

- a)** an itinerary of travel dates;
- b)** destinations;
- c)** places where the minor child or traveling parent can be reached; and
- d)** the name and telephone number of an available third person who would be knowledgeable of the minor child's location.

3.2.6 Right of First Refusal. Both parties shall have the right of first refusal to provide care for the children during the other parent's parent-time if that parent is unavailable to be with the children overnight during their parent-time. The parent who exercises the option and the right of first refusal is responsible to provide all transportation in connection with exercising the option. The option may be exercised by the parent only and the parent exercising the right of first refusal

must be directly providing the care—not any third party. This provision relates solely to parental absences away from their residence overnight and shall not be construed to prevent the children from having sleepovers with friends and family during times the parent is otherwise available.

3.2.7 Access to Providers. Both parties shall have direct access to all providers for the children (including, but not limited to, health, mental health, education, daycare, and extracurricular providers), shall be included in communication with these providers, and shall be identified as a parent on emergency and contact forms. In connection with this, Jessica shall keep Alex apprised of all such providers, with Alex to take the initiative to communicate with these providers on his own behalf and respond to inquiries directed to him by these professionals.

3.3 THERAPY. The parties and children shall engage in therapy as follows:

3.3.1 PCIT Therapy. Alex and the minor children shall engage in PCIT therapy. In connection with the therapy, the following shall apply:

- a)** The therapy shall be provided by a qualified therapist of Alex's selection.
- b)** The frequency and duration of the therapy shall be per the recommendations of the therapist.
- c)** Both parties shall support the therapy, including following the recommendations of the therapist, allowing the child(ren) to attend, accommodating appointments, and being involved/participating in the therapy per the recommendations of the therapist.
- d)** Both parties may communicate directly with the therapist.

- e) Alex shall be solely responsible for the cost of the therapy.

3.3.2 Children's Therapy. The minor children shall continue to engage in individual therapy. In connection with their therapy, the following shall apply:

- a) This therapy shall continue to be provided by the children's current therapist(s).
- b) The frequency and duration of the therapy shall be per the recommendations of the therapist(s).
- c) Both parties shall support the therapy, including following the recommendations of the therapist(s), allowing the child(ren) to attend, accommodating appointments, and being involved/participating in the therapy per the recommendations of the therapist(s).
- d) Both parties may communicate directly with the therapist(s).
- e) The parties shall share equally the cost of the therapy.

3.3.3 Parties' Therapy. The parties shall each continue to engage in individual therapy. In connection with the therapy, the following shall apply:

- a) The therapy shall continue to be provided by a therapist of each party's own selection.
- b) The frequency and duration of the therapy shall be per the recommendations of that party's therapist.
- c) Each party shall follow the recommendations of their individual therapist.
- d) Each party shall be responsible for the cost of their own therapy.

3.4 PARENT-TIME COODINATOR. The parties shall engage and utilize the services of a

parent coordinator. In connection with this, the following shall apply:

3.4.1 The parent-time coordinator shall be Annie Yahne or another mutually agreed upon and qualified individual if Ms. Yahne is unwilling or unable to accept the case.

3.4.2 The parties shall engage the parent-time coordinator within 30 days of the date of the parties' Partial Stipulation (November 8, 2024).

3.4.3 The frequency and duration of the parent-time coordinator's services shall be as needed, per the recommendations of the parent-time coordinator.

3.4.4 The parent-time coordinator may communicate with any provider engaged as a therapist for a party or any of the minor children. The parties shall execute any waivers/releases needed in order to effectuate this communication.

3.4.5 The parties shall share equally the cost of the parent-time coordinator.

3.4.6 The parties shall pay their share of any retainer, complete any and all forms, and execute any and all releases requested by the parent-time coordinator.

3.5 PARENTING COURSE. The parties shall both take the online high conflict parenting course offered by Dr. Natalie Malovich. Each party shall be responsible for the cost of their own course fees and upon completion, shall each file their certificate of completion with the Court.

ARTICLE 4 – MUTUAL RESTRAINTS & PROTECTIVE ORDER

4.1 MUTUAL RESTRAINTS. The following mutual restraining orders shall be entered:

4.1.1 The parties shall not harass, malign, or defame each other. The parties shall not interfere with the lives or relationships of the other party, or with family members

of the other party. All communication between the parties shall be civil, at reasonable times, and of reasonable frequency and duration.

4.1.2 The parties are mutually restrained from disparaging one another to the minor child(ren), alienating, or otherwise interfering with the other's relationship with the minor child(ren); or allowing any third party to do so.

4.1.3 The parties shall not involve the minor child(ren) in the legal disputes of the parties, financial matters, parent-time and/or custody. The parties shall not attempt to influence the minor child(ren) or the minor child(ren)'s preferences with respect to issues of custody and/or parent time either by reward, punishment, or guilt.

4.1.4 The children shall not be used as messengers between the parents. All communication regarding parenting issues shall be directly between the parents and not involve the children.

4.1.5 The parents shall not interrogate the children regarding the activities or personal life of the other parent.

4.1.6 Neither party shall go to the place of employment of the other party.

4.2 PROTECTIVE ORDERS. Any governing protective order(s) (criminal or civil) (including the continuous protective order entered in case no. 231701864) shall be immediately amended by the parties in order to facilitate and allow for the parent-time provisions set forth herein to be effectuated, including, but not limited to, allowing Alex to go to the school to pick the children up, to attend conferences and other events for the children at the school, to permit the parties to be physically present at the same school,

church, extracurricular, and other activities involving the children and/or where the children are performing, presenting, or are involved, subject to reasonable distance (20 feet) and contact requirements such that Alex will not be in violation of such orders simply by being present at such events.

ARTICLE 5 - CHILD SUPPORT

- 5.1 ALEX'S INCOME.** Alex is employed and has an imputed gross monthly income of approximately \$2,550.
- 5.2 JESSICA'S INCOME.** Jessica is employed and has a gross monthly income of approximately \$7,642.
- 5.3 CHILD SUPPORT OBLIGATION.** Pursuant to Utah Code Ann. §81-6-101 *et seq* and the respective incomes of the parties, and using a joint custody worksheet, with Alex having 120 overnights and Jessica having 245 overnights, Alex shall pay Jessica **\$433** each month for child support, effective May 1, 2026.
- 5.3.1** All claims by either party for retroactive child support adjustment and child support arrears are hereby waived and resolved.
- 5.3.2** Alex may pay child support one-half by the fifth day of the month, and the remaining one-half by the twentieth day of the month.
- 5.3.3** The obligation to pay child support for a child shall continue until a child reaches 18 years of age or graduates from high school during his or her normal and expected year of graduation, whichever occurs later. The support obligation shall terminate if the child dies, marries, becomes a member of the Armed Forces of the United States, or is emancipated in accordance with Title 78, Chapter 3a, Part 10,

Emancipation.

ARTICLE 6 - HEALTH INSURANCE & EXPENSES

- 6.1** The parties shall provide health insurance¹ coverage for the minor children, as set forth in Utah Code Ann. § 81-6-208.
- 6.2** If at any point in time the children are covered by the health insurance plan of both parties, the parties shall agree upon which plan shall be the primary and secondary coverage. If a party remarries and the children are not covered by that party's health insurance plan but are covered by a step-parent's plan, the health insurance plan of the stepparent shall be treated as if it is the plan of the remarried party and shall retain the same designation as the primary or secondary plan of the children. In such case, each party shall pay his or her own health insurance premiums.
- 6.3** The parties shall equally share the out-of-pocket cost of the children's portion of the health insurance premium that is covering the children and that is actually incurred and paid by a party.
- 6.4** The parties shall equally share all reasonable, necessary, and agreed upon uninsured healthcare expenses incurred for the children and actually paid by the parties.
- 6.5** The party providing health insurance shall provide verification of insurance coverage to the other upon initial enrollment of the children, and thereafter on or before January 15 of each calendar year. The party providing health insurance shall also notify the other of any change of insurance carrier, or benefits within thirty (30) calendar days of the date he/she first knew, or should have known, of the change.

¹ "Health insurance" means and includes medical, hospital, dental, and vision insurance and "healthcare expenses" means and includes, but is not limited to, medical, dental, vision and orthodontic expenses, therapy and counseling expenses, deductibles, maximum out of pocket expenses, and co-payments.

- 6.6** For healthcare expenses incurred for the children, each party shall, within thirty (30) days, provide the other notice and written verification of the expense (i.e. a statement or a bill) and payment of the expense to the other party. The other party shall then have thirty (30) days to reimburse one-half of the expense, unless otherwise agreed upon by the parties. The parties may attempt to pay their share of the children's healthcare expenses directly to the provider when possible.

ARTICLE 7 - CHILDCARE

- 7.1** Subject to the provisions in Paragraph 3.2 herein, the parties shall equally share all reasonable work-related childcare costs actually incurred by a party.
- 7.2** If an actual expense for childcare is incurred, a parent shall begin paying his/her share on a monthly basis immediately upon presentation of proof of the childcare expense.
- 7.3** If the childcare expense ceases to be incurred, the parent may suspend making monthly payment of that expense, while the expense is not being incurred, without obtaining a modification of the child support order.
- 7.4** A parent who incurs childcare expense shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider and thereafter on the request of the other parent.
- 7.5** The parent incurring a childcare expense shall notify the other parent of any change of childcare provider or the monthly expense of childcare within thirty (30) calendar days after the day on which the change occurred.
- 7.6** The Court may deny a parent incurring childcare expenses 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 the provisions herein.

ARTICLE 8 - EXTRACURRICULAR ACTIVITIES & SCHOOL FEES

8.1 EXTRACURRICULAR ACTIVITIES. The parties shall share equally the costs of the children's extracurricular activities to which the parties have agreed upon in writing.

Should the parties not agree, the parent desiring the activity may pay for it, and the other non-agreeing party will not be expected to provide transportation, nor will the children be obligated to attend the non-agreed activity during the non-agreeing parent's parent-time.

8.2 SCHOOL FEES. Until each child turns 18-years old or graduates from high school, whichever is later, the parties shall equally share all school fees (e.g. registration, required class fees, required supplies, etc).

ARTICLE 9 - TAXES

9.1 Alex shall claim all of the parties' minor children for tax purposes, including the child tax credit, for the 2026, 2027, and 2028 tax years. Jessica is restrained from claiming the children for tax purposes for these tax years.

9.2 Commencing with the 2029 tax year, the parties shall divide the right to claim their children for tax purposes, including the child tax credit, as follows:

9.2.1 Three Children. When there are three children eligible for the child tax credit, Jessica shall claim A.T. each tax year, Alex shall claim R.T. each tax year, and the parties shall alternate claiming L.T., with Jessica claiming L.T. in odd numbered tax years and Alex claiming L.T. in even numbered tax years.

9.2.2 Two Children. When there are two children eligible for the child tax credit, Alex shall claim the older child each tax year and Jessica shall claim the younger child

each tax year.

9.2.3 One Child. When there is one child eligible for the child tax credit, Jessica shall claim the child in odd numbered tax years and Alex shall claim the child in even numbered tax years.

9.3 Children who no longer qualify for the child tax credit may be claimed by the parties for tax purposes as they can agree.

9.4 A party must be current in his or her child support obligations as set forth herein (including child support payments, arrearages, out of pocket costs for health insurance premiums and healthcare expenses, and child care costs) by December 31 of a tax year to claim a child for tax purposes for that tax year.

ARTICLE 10 - REAL PROPERTY

10.1 MARITAL HOME. During the marriage, the parties acquired real property located at 456 North 450 West, Clearfield, Utah 84015 (the “marital home” or “home”).

10.2 AWARD OF HOME. Jessica is awarded all right, title, and interest in the marital home and, shall assume, pay, and hold Alex harmless from all debts, liabilities, obligations, responsibilities and expenses associated therewith, including property taxes and insurance associated therewith.

10.3 MORTGAGE & EQUITY.

10.3.1 No later than ninety (90) days after entry of the Decree of Divorce, Jessica shall:

- a)** Pay Alex \$130,000, which represents Alex’s share of the marital home equity; and
- b)** Remove Alex’s name from the marital home’s mortgage.

10.3.2 Upon Jessica's payment to Alex of his equity and removal of Alex's name from the mortgage (or simultaneously with Jessica's refinance of the marital home mortgage), Alex and Jessica shall execute a Quit Claim Deed, conveying their joint interest and title of the marital home to Jessica's sole name.

10.4 SALE OF HOME. If Jessica fails to pay Alex his share of the equity or remove Alex's name from the marital home mortgage within ninety (90) days after entry of the Decree of Divorce, the parties shall list the marital home for sale within thirty (30) days and shall actively market the home until it is sold, unless mutually agreed otherwise. The parties shall mutually agree upon all decisions associated with the sale of the home and neither party shall unreasonably withhold consent regarding such decisions. If the parties disagree, they shall retain the services of a realtor (if they have not yet done so) and defer to the realtor's advice regarding the issues. If the parties are not able to mutually agree upon a realtor, Alex shall provide the names of three realtors to Jessica and Jessica shall select one realtor within 48 hours of Alex providing the names. If he fails to do so, Jessica shall select the realtor.

10.5.1 Upon the sale of the home, and after liens (e.g. mortgage), costs and expenses from the sale and commissions are paid, Alex shall first be paid \$130,000 from the proceeds of the sale and Jessica shall be awarded the remaining proceeds.

10.5 Any claims for compensation for mortgage payments and/or other marital home expenses before or during the parties' separation are hereby waived and resolved.

ARTICLE 11 - PERSONAL PROPERTY

11.1 Each party is awarded his or her premarital, separate, and/or inherited personal property,

together with any debt or liability associated therewith, free from any claim by the other party.

11.2 Each party is awarded the personal property in his or her possession and/or control, including vehicles, subject to the following:

11.2.1 No later than thirty (30) days after entry of the Decree of Divorce, the parties shall agree a date, time, and third party who shall be permitted full access to the marital home to document (including via photo and/or video) the contents of the marital home. After reviewing the information gathered by the third party, Alex shall be awarded all personal property in the marital home that Alex received via inheritance and/or gift and other premarital, separate property, family heirlooms, etc that was not previously divided.

11.2.2 Alex shall notify Jessica of such items and the parties shall coordinate a date and time for a third party to retrieve such items from the marital home. Jessica shall ensure such items are accessible and ready for pick-up such that the items are not exposed to the elements or otherwise subject to damage, theft, etc.

11.2.3 Jessica shall be awarded all other personal property in the marital home.

11.3 Within thirty (30) days of entry of this Decree of Divorce, the parties shall cooperate to remove their names from the title and/or loan of the personal property awarded to the other party.

11.4 The parties shall, upon request, duplicate any desired family pictures and videos and provide the other a digital copy of the pictures/videos within a reasonable time after written request.

- 11.5** All property and all property rights which may be vested in either party as a result of family inheritance, gifts, trusts, or similar sources is awarded to the party from whose family/parents it came.

ARTICLE 12 - FINANCIAL, RETIREMENT, & OTHER ACCOUNTS

- 12.1 INDIVIDUAL ACCOUNTS.** Other than as set forth below, each party is awarded his or her individual, personal, inherited, business, and gifted financial accounts, including financial accounts in his or her own name, free and clear from any claim by the other party.

12.2 JOINT FINANCIAL ACCOUNTS.

12.2.1 Wells Fargo. On a date mutually agreed upon by the parties (but not later than sixty (60) days after entry of this Decree of Divorce) the parties shall equally divide any amounts in their joint Wells Fargo account/s and then close the same.

12.2.2 Ameriprise. The parties shall equally divide the funds in their joint Ameriprise account (x7777), which was acquired during the marriage, and either close the account or, if one party desires to keep the account, remove the other party's name from the account after the funds are divided.

- a)** If a Qualified Domestic Relations Order is necessary to divide the Ameriprise account, the parties shall retain an attorney who specialized in such (e.g. Rori Hendrix, Dave Hunter, Colin Fackrell) and shall equally share the cost thereof.

12.2.3 Living Trust. The parties shall cooperate to dissolve their joint living trust as soon as reasonably possible, but no later than sixty (60) days after entry of the

Decree of Divorce.

12.3 UTMA ACCOUNTS. The parties' children have Ameriprise accounts under the Uniform Transfers to Minors Act ("UTMA"), of which Alex is the custodian. These accounts are awarded to the parties' children and Alex will continue to have the accounts managed as they have been since their inception. Neither party may withdraw or use said funds without mutual consent in writing or contrary to UTMA regulations. The children shall assume full ownership and control of the accounts, and may use such for their intended purpose, when they are legally able to do so under the UTMA.

12.4 RETIREMENT/INVESTMENT ACCOUNTS. Each party is awarded his or her retirement and investment accounts, regardless of when acquired, free and clear from any claim by the other party.

ARTICLE 14 - DEBTS & OBLIGATIONS

14.1 Each party will assume, pay, and hold the other harmless from all debts in his or her own name, whenever acquired. If one party was not aware of a debt or obligation, it is the sole responsibility of the party who incurred the debt or obligation.

ARTICLE 15 - ALIMONY

15.1 Each party can support him or herself without contribution from the other. Accordingly, neither party shall be awarded any amounts as or for alimony, now and forever.

ARTICLE 16 – MOTIONS TO ENFORCE

16.2 The parties' respective Motions to Enforce and for Sanctions were submitted to the Court and the Court has issued a ruling. *See Ruling on Counter-Motions to Enforce and for Sanctions*, docket no. 320.

ARTICLE 17 - MISCELLANEOUS

- 17.1 ARREARAGES.** The parties' claims of arrearages and retroactive adjustments of daycare costs, healthcare costs, healthcare insurance premium costs, ancillary insurance premium costs (i.e. hospital, cancer, life, etc), and car insurance costs are hereby waived and resolved via the terms herein, including allocation of the marital home equity.
- 17.2 RESTORATION OF NAME.** Upon entry of the Decree of Divorce, Jessica may return to her former surname of "Billingsley" should she so desire, and the Decree of Divorce shall act as her name change court order.
- 17.3 ATTORNEY FEES.** Each party shall pay his or her own attorney fees and costs.
- 17.4 FINAL DOCUMENTS.** Alex, through counsel, will prepare the documents associated with finalizing this case.
- 17.5 COMPLETE OWNERSHIP OF PROPERTY AWARDED.** All property and money received or retained by either party pursuant to this Decree of Divorce is deemed the separate property of such party, free and clear of any right, interest or claim of the other party, including the right to inherit or be named as a beneficiary, and each party should have the right hereafter to use and enjoy, independently of any claim or right of the other party, all items of real or personal property awarded to them.
- 17.6 COOPERATION.** Each party shall execute and deliver to the other party all such documents as may be reasonably necessary or required to implement the provisions of this Decree of Divorce.
- 17.7 WAIVER.** No waiver of any of the provisions herein or any waiver of breach or default shall be deemed or shall constitute a waiver of any other provision hereof or be deemed a

waiver of any subsequent breach or default, nor shall such waiver constitute a continuing waiver.

17.8 MODIFICATION. No modification or waiver of any of the terms herein shall be valid, unless in writing and signed by both parties, and/or ordered by the Court.

17.9 FUTURE MODIFICATIONS. In order to modify any Decree of Divorce, there must be a material and substantial change in circumstances, consistent with established law, and each party shall be responsible for his/her own attorney fees in the event a modification is sought subject to final apportionment at trial.

17.10 CHOICE OF LAW. This Decree of Divorce and all rights and obligations of the parties hereunder are construed according to the laws of the State of Utah.

17.11 SEVERABILITY. If any term, paragraph, or provision herein is held invalid or unenforceable for any reason, the remainder of this Decree of Divorce shall continue in full force and effect.

17.12 BREACH. If either party defaults in his or her obligations hereunder, the defaulting party shall be liable to the other party for all reasonable expenses, including attorney fees and court costs, incurred to enforce the terms of this Decree of Divorce.

The Court's Electronic Signature Will Appear on the First Page of This Document

NOTICE PURSUANT TO RULE 7(j)(4) OF THE UTAH RULES OF CIVIL PROCEDURE TO THE PETITIONER AND COUNSEL:

Notice is hereby given that pursuant to Rule 7(j)(4) of the Utah Rules of Civil Procedure, the foregoing **Decree of Divorce** shall be the Order of the Court unless you file an objection in writing within seven (7) days from the date of service of this notice being served upon counsel for Petitioner via email on the 26th day of May 2026.

/s/ David L. Hanks

CERTIFICATE OF DELIVERY

I hereby certify that on the 26th day of May 2026, I caused a true and correct copy of the foregoing to be served to the following:

Brian Arnold
Attorney for Respondent

☐ Court's Electronic Filing System
☐ U.S. Mail
☐ Hand Delivery
☒ Email

/s/ David L. Hanks