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

In the matter of the marriage of: KADE CANNON, and ELIZABETH CANNON.	DECREE OF DIVORCE Case No. 264700767 Judge MICHAEL S. EDWARDS Commissioner JULIE WINKLER
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The matter before the Court is the Stipulated Petition for Divorce in the above-captioned matter. The parties, each represented by counsel, reached full settlement of all issues. Having received the stipulation of the parties, and entered findings and conclusions, the Court now decrees as follows:

JURISDICTION & GROUNDS

1. RESIDENCE. The parties have been residents of Davis County, Utah for more than three months immediately prior to the commencement of this action.
2. MARRIAGE. The parties married March 5, 2010, and are still married to each other.
3. SEPARATION. The parties physically separated in or around March 2026.

4. GROUND. The parties are divorcing on grounds of irreconcilable differences.
5. MILITARY STATUS. Neither party is on active duty in the military.
6. PUBLIC ASSISTANCE. Neither party is receiving public assistance from the State of Utah.
7. NO OTHER PROCEEDINGS. There are no other pending proceedings regarding the minor children or the other party in Utah Court. Additionally, there are no protective order cases involving either party in this action.
8. NO OTHER PARTIES. There are no third parties asserting custody, parent time, or support of the minor child.

CUSTODY AND PARENT TIME

9. MINOR CHILDREN. The parties are the legal parents to the following children together:
 - a. Calvin Cannon (Born December 2010)
 - b. Aria Cannon (Born December 2012)
 - c. Emily Cannon (Born May 2015)
 - d. Sydnee Cannon (Born April 2018)
 - e. No other children are expected from this marriage.
 - f. Reference to children below may be in the singular or plural.
10. JOINT LEGAL. The parties will share joint legal custody of the children subject to the parenting plan provisions below.
11. PHYSICAL CUSTODY. The parties will share 50/50 joint physical custody pursuant to the parent time provisions below.

12. PARENT TIME. Parent time will be as the parties agree, at a 2-2-5-5 schedule or consistent with Utah Code §81-9-305.

- a. The parties will cooperate in good faith to coordinate travel and visitation arrangements to minimize disruption to the children's school schedules.

13. HOLIDAY PARENT TIME. The parties shall enjoy holiday parent-time with the minor children as they agree. If the parties are unable to agree, holiday parent-time shall be exercised pursuant to Utah Code § 81-9-305. For purposes of applying the statutory holiday schedule only, Elizabeth shall be designated as the custodial parent. This designation is solely for determining holiday parent-time and shall not affect the parties' joint legal custody, joint physical custody, or equal parent-time arrangement.

14. EXTENDED SUMMER PARENT TIME. Consistent with Utah Code § 81-9-305(5), each parent may designate two consecutive weeks to exercise uninterrupted parent-time during the summer when school is not in session. Elizabeth may make the earlier designation in even-numbered years, and Kade may make the earlier designation in odd-numbered years. The parent entitled to make the earlier designation shall provide written notice of the selected two-week period by email or text message on or before April 1 of each year. The other parent shall provide written notice of their selected two-week period by May 1 of that year. Each parent shall provide notice of the selected two-week period at least thirty (30) days before the designated period begins. The designated two-week summer parent-time period shall take precedence over the regular 2-2-5-5 parent-time schedule and all holidays except Mother's Day and Father's Day.

15. SCHOOL. For purposes of school registration, the children shall remain enrolled in their current schools and the corresponding feeder schools unless otherwise agreed to by the parties in writing or ordered by the Court.

16. VIRTUAL PARENT TIME. Each party shall be entitled to contact the child by phone or video chat at reasonable times and for reasonable durations when the child is with the other parent. In addition, the parties will allow the children to contact either parent through text, phone, or video upon the child's request at reasonable times and for reasonable duration.

- a. Neither party will unreasonably restrict or interfere with a child's use of their communication device with the other parent. If a child is grounded from a device or for any other reason cannot use their preferred device, the parent restricting the device will provide a reasonable alternative means for the child to communicate with the other parent.
- b. Each parent is entitled to have the children's contact information, including the child's cell phone number (if they have a cell phone) and any Facetime, Skype or other contact handle for the child. If a child's contact information changes, the parent residing with the child will be responsible to update the child's information to the other parent within 24 hours of the change.
- c. Neither parent will interfere with or restrict communications between the child or children with their non-residential parent without reasonable cause. In addition, the children may freely communicate with both sides of the family, including each

parties' family members (e.g. grandparents, aunts, uncles) shall be permitted to call, video chat, or visit the child with reasonable notice to the parent.

17. TRAVEL WITH THE CHILDREN. Consistent with Utah Code § 81-9-202(19), for emergency purposes, whenever a minor child travels with either parent, the following shall be provided to the other parent: (1) an itinerary of travel dates; (2) destinations; (3) places where the child or traveling parent can be reached; and (4) the name and telephone number of an available third person who would be knowledgeable of the child's location.

18. RELOCATION. Consistent with Utah Code § 81-9-209(2), if either parent plans to relocate (moving 150 miles or more from the residence of the other parent), the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming that (a) the parent-time provisions agreed to by the parties or ordered by the court will be followed; and (b) neither parent will interfere with the other's parental rights as agreed to by the parties or ordered by the court. A new parent-time schedule will be established pursuant to remaining provisions in § 81-9-209.

19. COMMUNICATION. Communication between the parties shall be civil and limited to issues concerning the minor children.

- a. Neither parent may block the other from communicating, whether through blocking phone numbers, text messages, or emails.
- b. Each parent shall provide accurate and current contact information to the other and shall notify the other in writing within 24 hours of any change in their (or the children's) telephone number, email, mailing address, or other contact information.

Notwithstanding, neither party will share the other parent's contact information with a third party without express written permission, and neither party will use the other party's contact information to harass or annoy the other party.

- c. Each parent shall communicate directly to the other regarding parenting and support issues, not through the child or through any third parties.

CHLD SUPPORT

20. FATHER'S INCOME. Kade earns approximately \$55,000 per year from self employment and works for the state earning about \$59,000 per year.

21. MOTHER'S INCOME. Elizabeth earns approximately \$130,000 per year.

22. CHILD SUPPORT. Based on the parties having four minor children, the incomes stated above, and the Utah joint custody child support worksheet, with Kade having 182 overnights per year, and Elizabeth having 183 overnights per year, the child support obligation is \$83 per month. This amount is de minimus, and the parties stipulate to waiving child support.

23. MODIFICATION AFTER 3 YEARS. Pursuant to Utah Code §81-6-212, either parent may motion the court for a modification of child support if three years have passed since the most recent controlling child support order and a recalculation would make a difference of 10% or more in child support (if that difference is not temporary in nature).

24. ADJUSTMENT FOR SUBSTANTIAL CHANGE. Pursuant to Utah Code §81-6-212, either parent may motion the court for an adjustment of child support if there has been a substantial change in circumstances (e.g., change in custody, more than 30% change in income of either party, a parent loses the ability to work, changes in the medical needs of a child, etc).

25. MEDICAL INSURANCE. Both parties are responsible to ensure the children are enrolled in medical insurance so long as a plan is available through either parent at a reasonable cost. If the insuring parent loses the ability to insure the children, or if another more reasonable plan becomes available, the parents shall jointly determine the best way to provide continuing insurance for the children. If both parties carry insurance for the children, Kade's insurance will be deemed the primary insurance. In the event both parties insure the children, each party will be responsible for their own insurance premiums.

26. MEDICAL COSTS. Each parent shall be responsible for one-half of the out-of-pocket costs of any medical or dental insurance premiums actually paid by a parent on behalf of the child as provided in Utah Code §81-6-208.

- a. MEDICAL COSTS. Each parent shall be responsible for one-half of the out-of-pocket costs of any medical or dental insurance premiums actually paid by a parent on behalf of the child as provided in Utah Code §81-6-208. Both parties shall be jointly responsible for the child's medical and dental expenses. The parties shall share equally all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the minor child, including deductibles and copayments.
- b. Each of the parties shall pay one-half of all reasonable and necessary uninsured medical and dental expenses incurred on behalf of the parties' minor child and actually paid by either parent. This includes, but is not limited to, one-half of expenses for surgery, orthodontic care, psychological or psychiatric care, hospitalization, physical therapy, ophthalmology and optometry, broken limbs, and

continuing illnesses or allergies such as diabetes, asthma, as well as other reasonable and necessary uninsured medical and dental expenses, in accordance with Utah Code §81-6-208.

- c. A parent who incurs medical or dental expenses on behalf of the parties' minor child shall provide written verification of the cost and payment of medical and dental expenses to the other parent within thirty (30) days of payment for such expense. Pursuant to Utah Code §81-6-208, the parent who fails to comply with this paragraph may be denied the right to receive credit for the expenses or to recover the other parent's share of those expenses.
- d. The parent who receives verification of a medical or dental expense paid out of pocket for the parties' minor child shall reimburse the other parent for their share of the costs within thirty (30) days of receiving the verification or shall make reasonable payment arrangements if unable to pay their share in full within thirty days.

27. NOTICE TO MEDICAL/DENTAL CREDITORS. Pursuant to Utah Code §§ 15-4-6.7, 30-3-2, and 30-3-5(1)(c), a medical or dental creditor who has been provided a copy of this order may not make a claim for unpaid medical expenses against a parent who has paid in full their share of the medical and dental expenses required to be paid by that parent under this order, nor may the creditor make a negative credit report under § 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding the parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under this order.

- a. Each party shall provide a copy of this order to the creditor of the claimed medical or dental expense for the minor child.
- b. Each parent shall notify the creditor of their own current address.
- c. Each parent has an individual duty to inform the medical or dental creditor of this provision regarding their own actual, alleged or potential medical or dental debts for minor children and to provide their own individual information. Neither parent shall be obligated to inform such providers on behalf of the other parent.

28. **CHILDCARE.** Paid childcare, if needed, will be agreed upon between the parties and each party will be equally responsible for the out-of-pocket childcare costs. This does not include occasional “babysitting”. When practicable, each party shall pay their portion of the costs to the provider. Both parties must be listed as parents with the provider and included as emergency contacts and authorized to pick up or drop off the children.

29. **SCHOOL COSTS.** The parties will equally divide all reasonable and required school fees, including and not limited to public school registration fees, participation and class/lab fees, book and technology fees, locker fees and required school or PE uniforms. Where feasible, each parent shall pay their own share promptly and directly to the school. Required school fees do not include optional spirit wear, yearbooks, or school photos.

30. **EXTRACURRICULAR ACTIVITIES.** The parties will equally divide all reasonable and required costs for extracurricular activities for the children in which the parties mutually agree to enroll the children. Where feasible, each parent shall pay their own share promptly and directly to the activity provider. If a parent enrolls a child in an activity without agreement from the other

parent, the enrolling parent will be solely responsible for all costs and the other parent will not be obligated to make the child available nor to transport the child to or from such activity during their own parent time.

31. CHILD TAX CREDITS. The parties will each claim two children a year for tax purposes. When applicable, the parties will alternate claiming the remaining odd numbered child for tax purposes.

PARENTING PLAN

32. CO-PARENTING ADVISORY GUIDELINES. Each parent shall consider and comport with the following advisory guidelines based in Utah Code § 81-9-202:

- a. Parent-time schedules mutually agreed upon by both parents are preferable to a court-imposed solution.
- b. The parent-time schedule shall be utilized to maximize the continuity and stability of the child's life.
- c. Special consideration shall be given by each parent to make the child available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the parent-time schedule.
- d. Regular school hours may not be interrupted for a school-age child for the exercise of parent-time by either parent except as otherwise indicated in this agreement.

- e. Neither parent-time nor child support is to be withheld due to either parent's failure to comply with a court-ordered parent-time schedule.
- f. Each parent shall be entitled to attend and participate fully in the child's significant school, community, family, or other activities whether or not it is that parent's week with the child.
- g. Both parents shall have access directly to all school reports including preschool and daycare reports and medical records and shall be notified immediately by the custodial parent in the event of a medical emergency.

33. DAY TO DAY DECISIONS. The parent who has the child shall make day-to-day decisions (e.g., what to wear, what to eat, entertainment choices, who to spend time with, etc.) for the children without interference from the other parent. However, parents shall coordinate decisions and efforts regarding major discipline issues.

34. DAILY CARE. The parent who has the child will be responsible for the child's daily care, including and not limited to ensuring appropriate bathing, groom, clothing, nutrition, and being present and on time for school with homework and school assignments complete. Repeated unreasonable failure to get the child to school on time and prepared may be grounds for modification of parent time and custody.

35. EMERGENCY DECISIONS. The parent who has the child shall make emergency decisions when needed, shall promptly inform the other parent of the emergency, and shall discuss the emergency with the other party as soon as practicable.

36. MAJOR LIFE DECISIONS. The parents will discuss together any major life decisions (including major, educational, medical/dental, religious ordinances and major changes of appearance) for the child. Neither parent shall act on a major life decision or make promises to a minor child regarding a major decision prior to discussing the matter with the other parent.

37. DISPUTE RESOLUTION. In the event the parties disagree on a major life decision concerning a minor child, the parties may consult a professional (doctor, counselor, etc.). At either party's request, the parties will bring the issue to mediation through a court-rostered domestic or similarly qualified mediator. Neither will have presumptive decision-making authority. The parties shall attend mediation in good faith to resolve the issue before bringing the issue for decision with the court. If either party is found to have frustrated the dispute resolution process, the court shall award resulting costs and fees, including for mediation, to the non-frustrating party.

38. MUTUAL PARENTING RESTRAINT. Both parents shall exercise the following restraint around the minor children:

- a. No discussing the custody case or custody issues with or around the minor children nor allowing third parties to do the same.
- b. No use of defamatory, derogatory, or otherwise offensive comments about the other parent in the presence of the minor children, to include on social media platforms where the children may likely have access to see such comments, whether now or in the future. This includes allowing third parties to disparage the other parent to or around the child.

- c. No using the children as messengers between parents.
- d. Neither party will post about the case, co-parenting issues between the parties, nor about the other party on social media or any other platform the children may have access to, now or in the future.

DIVISION OF MARITAL PROPERTY

39. REAL PROPERTY. The parties own one house together. The house is currently listed for sale.

- a. Elizabeth shall be permitted to remain in the house until the house can be sold.
- b. The parties shall continue to share costs of the house, including two mortgages, utilities, insurance, property taxes, etc. until the property can be sold.
- c. When the house is sold the parties shall each be awarded an equal share of the equity.
- d. The parties will share the closing costs and other costs associated with finalizing the sale of the home equally.

40. FINANCIAL ACCOUNTS. The parties have divided their financial accounts. Each party is awarded the accounts and funds in their own name.

41. PERSONAL VEHICLES. The parties have separated the marital vehicles to their satisfaction, and each party shall be awarded the vehicle in their possession and the debt and obligations associated with that vehicle.

42. PERSONAL PROPERTY. Personal property is mostly divided. Each party is awarded the personal property currently in their possession. Each party is entitled to any gifts or inheritances

from their family. The parties shall work together to divide the remaining personal property. If unable to agree, the parties shall attend mediation regarding the personal property before bringing the matter of personal property to the court.

43. DEBTS. The parties have already separated most marital and personal debts (credit cards, student loans, etc.) except for those relating to the house. After the sale of the house, the remaining debts associated with the house shall be divided equally.

44. NOTICE TO CREDITORS. Pursuant to UTAH CODE ANN §§15-4-6.5, 81-3-105, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce. Therefore, each party shall:

- a. Send a copy of the Decree of Divorce to each creditor he/she is not required to pay as soon as possible;
- 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.

45. BUSINESS INTERESTS. The parties shall each be awarded the business interests in their own name. Specifically, Kade shall be solely awarded the business interest in Red Cannon LLC.

46. RETIREMENT. Both parties shall be awarded the retirement account in their own name.

47. ALIMONY. Neither party shall owe alimony to the other, now nor in the future.

MISCELLANEOUS PROVISIONS

48. MAIDEN NAME. Elizabeth may return to her maiden name following the divorce if she so chooses.

49. NON-DISCHARGED OBLIGATION. If a parent fails to comply with a provision of this parenting plan or Decree, the other parent's obligations hereunder are not affected.

50. MUTUAL RESTRAINT. Each party shall be permanently restrained from doing or saying anything to the detriment, harm, or injury of the other party. The parties shall be mutually restrained from involving any third party to injure or harm, harass, abuse, stalk, or bother the other party or any person associated with the other party.

51. ATTORNEY FEES. Each party is responsible for their own attorney fees and costs.

52. MEDIATION REQUIRED. Prior to bringing any enforcement or modification action in this case for hearing before the court, the parties shall attend mediation and attempt in good faith to mutually resolve the issue. Unless otherwise agreed to by the parties or ordered by the court, the parties shall equally split the mediation fee.

53. DUTY TO SIGN. The parties will execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce within 30 days of the Decree being entered.

***** END OF DECREE *****

Signature of the Court to Appear at Top of First Page

APPROVAL AS TO FORM:

Dated this June 12, 2026

/s/ Kristin Jordan

KRISTIN JORDAN

Attorney for Elizabeth Cannon

CERTIFICATE OF SERVICE

I certify that on July 1, 2026, I caused a true and correct copy of the document above to be served upon the persons and in the manner stated below:

KRISTIN JORDAN

Attorney for Elizabeth Cannon

by e-filing with the court

/s/ Cari Myers