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Attorney for Respondent

IN THE SECOND JUDICIAL DISTRICT COURT

COUNTY OF DAVIS, STATE OF UTAH, FARMINGTON DEPARTMENT

In the matter of the marriage of:

BROOKE SMITH,

Petitioner,

and

MARKUS RAWLINGS,

Respondent.

DECREE OF DIVORCE

Case No.: 264700152

Judge: Ronald Russell

Commissioner: Julie Winkler

Petitioner ["Brooke"] having filed a Petition for Divorce against the Respondent ["Markus"]; the Markus having filed an Answer and the parties having reached a final resolution by filing a Stipulation resolving all issues; and the Court having previously entered its written Findings of Fact and Conclusions of Law;

NOW THEREFORE IT IS HEREBY ORDERED ADJUDGED

AND DECREED AS FOLLOWS

- 1. DIVORCE:** That the parties shall be granted a Decree of Divorce on the grounds of irreconcilable differences the same to become final upon entry.
- 2. CHILDREN:** During the course of the marriage there has been one (1) child born to the parties, H.M.R. born January 18th, 2025.

3. CUSTODY AND PARENT-TIME:

a. Physical custody. That the parties shall be awarded the joint physical custody, care, and control of the minor child of the parties.

b. Parent-time. The parties shall exercise parent time as they may agree. If they cannot agree, Markus' parenting time with the child shall follow a gradual step-up schedule designed to increase his time and reach a 50/50 shared parenting arrangement by the child's fifth birthday. The schedule shall be as follows:

i. From now until the child's second birthday:

- 1 Week 1: Markus will have parent time Tuesday at 5:30 p.m. overnight until Wednesday morning at 8:30 a.m. and Friday at 6 p.m. overnight until Saturday at 6 p.m.
- 2 Week 2: Markus shall have the child Tuesday at 5:30 p.m. overnight until Wednesday morning at 8:30 a.m. and Saturday at 6 p.m. overnight until Sunday at 6 p.m.

ii. Beginning on the child's second birthday:

- 3 Week 1: Markus shall have the child Tuesday at 5:30 pm overnight until Wednesday morning at 8:30 am. Markus shall also have the child every Thursday for a midweek visitation from 5:30 pm until 8:30 pm.
- 4 Week 2: Markus shall have the child Tuesday at 5:30 pm overnight until Wednesday at 8:30 am and Friday at 6 pm overnight to Sunday at 6 pm.

iii. Beginning on the child's fourth birthday:

- 5 The parties shall be awarded equal parent time as outlined

·6 Week 1: Markus shall be awarded Tuesday at 5:30 pm overnight until 8:30 am Wednesday morning.

·7 Week 2: Markus shall be awarded Tuesday at 5:30 pm overnight until Wednesday at 8:30 am and Friday at 6 pm overnight to Monday Morning at 8:30 am.

iv. Beginning on the child's fifth birthday: The parties shall share equal parent time pursuant to Utah Code §81-9-305.

1. Markus will have every Monday and Tuesday every week, and alternating weekends.

2. Brooke will have every Wednesday and Thursday and alternating weekends.

c. Holiday/extended parent-time. The parties shall be awarded holiday and extended parent-time as outlined in Utah Code §§81-9-302 and §81-9-304 with Brooke being designated as the custodial parent.

d. Legal custody. That the parties shall be awarded joint legal custody of the minor child of the parties consistent with the advisory guidelines as outlined in Utah Code §81-9-202. The parties shall work together to make major decisions regarding the child. If they cannot agree, the parties shall consult with experts. If the parties still cannot agree, they shall attend mediation and equally divide the cost associated prior to bringing the issue before the Court.

e. Transportation. Pursuant to Utah Code §81-9-202(5), the parties shall equally divide the transportation between them as follows: each party shall retrieve the minor child from the other parties' residence or reasonably designated location, unless otherwise agreed by both parties. Until the child reaches the age of five (5) Markus shall do the pick-up and drop-off for parent time that occurs on Tuesdays overnights.

f. Relocation. Pursuant to Utah Code §81-9-209, if either party relocates more than 150 miles away from their current residence then the relocating party shall comply therewith.

g. Right of First Refusal. Shall either party be unavailable to provide personal care during their parent time for a period of four (4) hours or longer, then they shall provide the other party the first right to provide care for the child through and until the unavailable parent becomes available again. The party choosing to exercise the right of first refusal shall be responsible for picking up and dropping off the minor child.

h. Virtual Parent-Time. Virtual parent time shall be as the parties may agree. If the parties cannot agree, each parent shall be entitled to no less than two (2) parent- initiated virtual contacts per week, at reasonable times and for reasonable durations. As the child matures and is able to request contact, the parties shall reasonably facilitate child-initiated virtual contact at reasonable times and for reasonable durations.

i. School Enrollment. That Brooke's address shall be designated as the primary residence for school enrollment purposes so long as she remains within 25 miles of the Marital Residence.

4. CHILD SUPPORT:

a. For child support purposes, Brooke's gross monthly income shall be imputed at \$5,833.33.

b. That for child support purposes, Markus' gross monthly income shall be imputed at \$6,750.

c. Based on the Utah Child Support Guidelines, Markus shall be ordered to pay Brooke child support in the amount of \$578 per month, commencing the month following the date the Decree of Divorce is entered by this Court until the child's fourth birthday.

d. Beginning on the child's fourth birthday, Markus shall be ordered to pay Brooke child support in the amount of \$427 per month until the child's fifth birthday.

e. Beginning on the child's fifth birthday and moving forward, Markus shall be ordered to pay Brooke child support in the amount of \$54.

f. Pursuant to Utah Code §78B-12-112, the child support payment shall be payable either in full by the first (1st) day of each month or it will be due ½ by the 5th and ½ by the twentieth (20th) of each month.

g. The child support obligation shall continue until i) a minor child reaches the age of eighteen (18); or ii) until the child has graduated from high school during the child's normal and expected year of graduation, whichever occurs later. Commencing the following month, the parties shall automatically adjust the child support obligation by recalculating the child support obligation minus the emancipated minor child (<https://orscsc.dhs.utah.gov>).

5. CHILD CARE:

a. Pursuant to Utah Code §78B-12-215 the parties shall equally share any out-of-pocket childcare costs incurred solely for the purpose of the parties' working or attending school.

b. Family child care is presumed to be no cost. Both of the parties mothers and Jenifer Wesche are agreed upon child care providers.

c. Pursuant to Utah Code §78B-12-214 if an actual expense for childcare is incurred, a parent shall begin paying his or her share on a monthly basis immediately upon: 1) presentation of reasonable but verifiable proof of the out-of-pocket child care expense; and 2) proof of employment; or 3) proof of enrollment and attendance at school.

d. The parent incurring the 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. The custodial parent shall notify the other parent of any change in provider or expense within thirty

(30) calendar days of the change.

e. The custodial parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with this section.

6. HEALTH INSURANCE:

a. The parties shall maintain the health insurance for and on behalf of any minor child of the parties so long as it is available through their employment.

b. Apportionment of Medical Insurance Premium. Each party shall pay one-half ($\frac{1}{2}$) of the minor child's portion of the medical, dental, and vision insurance premium.

·8 This is calculated by dividing the insurance premium amount by the number of persons covered under the policy and multiplying the result by the number of minor children.

·9 The party with insurance shall provide verification of coverage to the other party and to the Office of Recovery Services upon both the initial enrollment of any child, and annually on or before January 2nd of each year. The party shall notify the other party and the Office of Recovery Services of any change of insurance carrier, premium or benefits within thirty (30) days from the date of the change and provide an annual updated medical card.

c. Out-of-Pocket Costs. Each party shall pay one-half ($\frac{1}{2}$) of all out-of-pocket health care expenses, including but not limited to, medical, dental/orthodontia, prescriptions, deductibles, co-pays and other such reasonable expenses associated with the minor child.

d. Reimbursement. The party who incurs health care expenses shall provide written verification of the cost and payment to the other party within thirty (30) days of payment. The other party

shall reimburse their one-half (½) within thirty (30) days of receipt of the verification.

e. Compliance. The party incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the party incurring the expenses fails to comply with this section.

f. Double Coverage. If at any point the minor child is covered by a health insurance plan by both parties or their significant others, then the insurance premiums offset and neither party shall pay a portion of the other party's premium—regardless of any disparity in the premium cost.

·10 If a parent remarries and his or her dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent.

7. INCOME TAX DEDUCTIONS:

a. Brooke shall be awarded the right to claim the child in even years. Markus shall be awarded the right to claim the child in odd years.

8. REAL PROPERTY:

a. That the home and real property located at 925 East 300 South, Kaysville, Utah 84037, shall be awarded to Markus.

b. That Markus shall assume all liability, debt and encumbrance associated with the same.

c. That Markus shall hold harmless and indemnify Brooke from any liability, debt and encumbrances associated with the same.

d. Brooke has provided the name of two appraisers, Markus will select one of the two appraisers within 21 days of signing of this stipulation.

e. That Markus shall receive the first \$27,000 from the equity in the home as he made the initial downpayment on the home with premarital funds.

f. That Markus shall pay Brooke half of the remaining equity (after the first \$27,000) in the home as her portion of the equity in the home and remove her from the loan within three (3) months from the date the Decree of Divorce is entered by this Court.

g. If Markus does not pay Brooke within three months of entry of the Decree of Divorce, the parties shall list the home with a mutually agreed upon Realtor. In the event they cannot agree Markus will propose three realtors and Brooke will select one of the three realtors.

9. PERSONAL PROPERTY:

a. Brooke shall be awarded the personal property currently in her possession. In addition, Brooke shall be specifically awarded the 2018 Mazda 3.

b. Markus shall be awarded the personal property currently in his possession. In addition, Markus shall be specifically awarded the Toyota Camry.

c. That the Toyota Tundra shall be awarded to Markus' father as it is his personal property and his name on the title of the vehicle.

d. That each party be awarded their own premarital property free and clear of any interest from the other.

e. That any other marital property shall be equitably divided between the parties. If the parties are unable to agree to further distribution, then the parties shall mediate any dispute thereto prior to bringing the action before the court.

f. That the parties shall be restrained from disposing, hiding, transferring, selling or otherwise encumbering any property that either party considers to be at issue.

10. BANK ACCOUNTS:

- a. That the parties shall keep their own individual bank accounts free and clear of any interest from the other.
- b. That the parties shall equally divide any joint bank accounts in an equitable manner.
- c. Any premarital bank account shall be the sole property of the party listed on the account.
- d. In regard to the parties CD account ending in 8643, this account is Markus' Mother's account and should be awarded to Markus' Mother.
- e. That Markus' Coverdell education account shall be put into the minor child's name and used for his benefit.

11. DEBTS:

- a. The parties shall pay any and all debts incurred in their individual name since the parties' separation on February 6th, 2026.
- b. That any and all debt not disclosed or divided herein shall be the exclusive responsibility of the party that incurred the same regardless of whether used for marital benefit.
- c. The payment of the debts set forth above shall be non-dischargeable in bankruptcy; solely as to the indemnification of the other party.

12. RETIREMENT BENEFITS:

- a. That the parties shall be awarded their respective retirement accounts free and clear of any interest in the other.
- b. That the parties shall exchange any and all reasonably necessary information pertaining to the foregoing retirement and related investment accounts. This exchange shall occur within sixty (60) days of the entry of the Decree of Divorce and each party shall cooperate and execute all

documents necessary to effectuate the transfer of their retirement and related investment accounts.

13. HUNTING:

- a. The parties agree and acknowledge that their Minor Child may go up to the family property at Promontory, UT with Markus.
- b. The parties agree and acknowledge that the minor child cannot hunt until the age of 8 and will follow the established Utah Law related to other hunting restrictions for minors.

14. MUTUAL RESTRAINING ORDERS:

- a. The parties shall only discuss issues related to their minor child and otherwise shall not have contact;
- b. The parties agree that they shall not harass, annoy or bother each other and shall be civil with each other.

15. ALIMONY:

- a. That no alimony shall be awarded to either party whether past, present or future.

16. MAIDEN NAME: That Brooke shall be restored to her maiden name of Smith, if she so desires.

17. ATTORNEYS FEES:

- a. That each of the parties shall pay their own attorney fees and court costs.

18. TRANSFER OF PROPERTY/NOTICE TO CREDITORS:

- a. Each party shall immediately deliver all property awarded to the other party in their possession and execute all documents and titles necessary to effectuate a property transfer as set forth in this Agreement, including automobile titles, tax forms and/or any other instrument necessary to carry

out the orders of this Decree of Divorce.

b. Each party shall immediately notify their respective creditors of the terms of the Decree of Divorce, the party obligated to each specific debt and make other such reasonable arrangements to implement the terms of the Decree of Divorce.

c. Unless otherwise agreed the foregoing shall be completed within sixty (60) days of the entry of the Decree of Divorce.

****** 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 form and content:

By signing below, I also give approval and authorization for counsel to electronically sign this document on my behalf when it is e-filed with the Court.

/s/ Brian Arnold

Brian Arnold
Attorney for Petitioner

RULE 7 NOTICE

You will please take notice that pursuant to Utah Rules of Civil Procedure 7; the foregoing document will be submitted for signature at the expiration of seven days unless written objection is filed within that time period.

DATED June 25, 2026

Porter Law Firm,

/s/Jonathan Porter

Jonathan Porter

Attorney for Respondent

CERTIFICATE OF SERVICE

I do hereby certify that I delivered a true and correct copy of the foregoing to the following as outlined herein;

Brian Arnold
Attorney for Petitioner
arnold@arnoldwadsworth.com

☐ U.S. Mail
☐ E-Mail
☐ Hand delivery
☒ E-Filed

The foregoing was performed on June 25, 2026

/s/ Cassidy Palmer
Paralegal