



Dustin D. Gibb (13220)
GIBB LAW FIRM, P.C.
610 N. Kays Dr., Suite 109
Kaysville, UT 84037
Telephone: (801) 725-6035
Email: dustin@gibblawfirm.com
Attorney for Petitioner

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

In the matter of the marriage of:

SAVAN CLEVELAND,

Petitioner,

and

JADEN WILBANKS,

Respondent.

DECREE OF DIVORCE

Civil No. 264700774

Judge Williams
Commissioner Winkler

The Parties signed a Stipulation and Agreement ("Stipulation") on the 17th day of July, 2026. The Court having reviewed the Petitioner's Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Stipulation on file herein, having previously entered its written findings of fact and conclusions of law, and for good cause otherwise appearing, does hereby **ORDER, ADJUDGE AND DECREE AS FOLLOWS:**

1. **DECREE OF DIVORCE:** That the bonds of matrimony and the marriage contract between the parties are now dissolved and the parties are awarded a Decree of Divorce from each other, the same becoming final upon entry by the Court.
2. **JURISDICTION:** That each party is currently an actual resident of Davis County, State of Utah, and that each party had continuously maintained such residency for the three months preceding the commencement of this action. The Parties acknowledge the jurisdiction of this court and consent to the jurisdiction thereof.
3. **HOME STATE:** That Utah is the Home State of the minor children who have resided in Utah for more than six months and no other state has assumed jurisdiction over the minor children consistent with Utah Code.
4. **PENDING MATTERS:** That pursuant to Rule 100(a) of the Utah Rules of Civil Procedure, other than the Protective Order described in ¶49 below, there are no other proceedings for custody, child support, parent-time, criminal matter, or delinquency case pending in regard to the minor children named herein filed or pending in any Utah State court or court of any other state. As set forth in ¶49, the Protective Order will be dismissed.
5. **CUSTODY INTERESTS:** That neither party knows of a person, not a party to these proceedings, who has custody of the parties' minor children or who claims to have custody or parent-time rights with respect to the parties' minor children.
6. **MARRIAGE STATISTICS:** That Petitioner and Respondent were married on 4/10/2026.

7. **GROUND:** That irreconcilable differences have arisen between them which render continuation of the marital relationship impossible.

8. **MILITARY SERVICE:** That neither party is a member of any branch of the United States military service, or a guard, or reserve component of any branch of United States Military service.

9. **MINOR CHILD:** That there are two minor children at issue, namely; A.R.S.C. born 10/20/2022; and L.R.C. born 4/6/2025. No further children are expected. The terms “child” and “children” as used in this document is meant to include all of the parties’ minor children, even if used in the singular form.

10. **CUSTODY:** The parties are awarded Joint Legal and Joint Physical Custody of the minor children as outlined herein, subject to the provisions set forth herein.

11. The parties shall discuss all major decisions concerning the children, including but not limited to the children’s education, health-care, religious upbringing, and general well-being. The parties shall attempt, in good-faith, to reach agreement. In the event that the parties are unable to reach an agreement concerning a final decision regarding the minor child, the parties shall consult with relevant expert(s) in the area of dispute. If they are not able to agree after consultation with expert(s), then the parties shall attend mediation in good faith with a court-approved mediator and evenly divide the costs of mediation. If mediation is unsuccessful, the parties may bring the matter before the court for decision.

12. Unless otherwise agreed by the parties, the children will continue to see their current pediatrician and dentist. Specifically, the pediatrician shall be Dr. Eleni Miller and the dentist shall be Kids Town Pediatric Dentistry in Layton.

13. Father is permitted to baptize the children into the Catholic religion and he shall permit Mother to attend the ceremony.

14. Further, the parties shall follow the Parenting Plan outlined herein.

15. **PARENT-TIME:** Parent-time shall be as the parties can agree; however, in the event that the parties cannot agree, parent-time shall be outlined herein, pursuant to the Phases outlined below.

a. Phase 1:

i. Father's parent-time shall be pursuant to §81-9-302 with no overnights.

ii. During the time in which Father would normally have an overnight under 81-9-302, this time will end at 8:00 p.m. and begin again the next morning at 9:00 a.m.

iii. Father's midweek visits will be on Tuesdays from 5:00 p.m. until 8:00 p.m.

iv. This Phase 1 shall continue until the end of August 2026.

v. Prior to the conclusion of Phase 1, Father shall provide Mother or her counsel with a letter from a mental health provider that he is responding to treatment and able to work.

b. Phase 2:

i. This Phase 2 shall begin on September 1, 2026.

ii. Father's parent-time shall be pursuant to ¶81-9-302 and shall include overnight parent-time. Father's midweek visits will be on Tuesdays from 5:00 p.m. until 8:00 p.m.

iii. This Phase 2 shall continue until the end of December 2026.

iv. Prior to the conclusion of Phase 2, Father shall provide Mother or her counsel with a letter from a mental health provider that he is responding to treatment and able to work.

c. Phase 3:

i. Father's parent-time shall be pursuant to §81-9-303.

ii. Father elects for his midweek overnight under the statute to occur on Thursdays.

(1) Father has every other Friday off work. The parties shall ensure that once Father begins Phase 3, that his weekend parent-time shall coincide with the Friday he has off of work.

iii. Before the end of February 2027, Father shall provide Mother or her counsel with a letter from a mental health provider that he is responding to treatment and able to work.

16. Should either party show visible signs of self-harm, the other party may file a motion and request an expedited hearing to address ongoing parent-time in light of the alleged self-harm.

17. When A.R.S.C. reaches five (5) years of age, the parties agree to promptly return to mediation to discuss what is in the children's best interest and whether it is in the children's best interest for Father to have parent-time pursuant to §81-9-305. If mediation is unsuccessful, then a petition to modify may be filed with the understanding that the requirement for a showing of a material and substantial change of circumstances has been satisfied and the petition will be solely focused on determining the children's best interests.

18. The parties are mutually restrained from using or permitting illegal/recreation drugs, or consuming alcohol during their respective parent-time.

19. Holiday and extended parent time should be as the parties agree. In the event the parties cannot agree on a holiday or extended parent time schedule they should follow the schedule outlined in Utah Code Ann. §81-9-303. Mother should receive the holidays allocated to the custodial parent and Father should receive the holidays allocated to the noncustodial parent. This designation is for the sole purpose of holiday allocation and shall not be construed to otherwise affect the rights of the parents.

a. Holiday and extended parent time shall trump regular parent time.

20. The parties will utilize school-to-school exchanges where possible. Otherwise, transportation and exchanges shall occur curbside at the parties' residences, with the receiving parent picking up the children. Given the young age of the children, the parties may assist the children as needed to ensure a safe transition from one parent to the other for exchanges. The receiving parent should not enter the home of the other parent without express permission, and the non-receiving parent should not enter the vehicle of the receiving parent without express permission. The parties should not communicate with one another during exchanges unless absolutely necessary. Once the children are of sufficient age to no longer require assistance, the exchanges shall be curbside only.

21. Respondent shall be the residential parent for school purposes, with the following restrictions:

- a. Mother must reside in Davis County, Utah.
- b. Once the oldest child begins school, it is the expectation that the parents will provide stability in the children's education attendance.

22. Both parties shall ensure the children are on time to school.

23. The parties shall utilize a first right of refusal as follows:

- a. During Phases 1 and 2 of parent-time, if the party exercising parent time is unable to provide direct care to the children for a period of six (6) hours or more, they shall notify the other parent and give the other parent the first opportunity to provide care to the minor children.

b. During Phase 3 of parent-time, if the party exercising parent time is unable to provide direct care to the children for a period of overnight or longer, they shall notify the other parent and give the other parent the first opportunity to provide care to the minor children.

c. The parent utilizing the right of first refusal is responsible for all related transportation.

24. Neither party will introduce the children to a new significant other until that party and has been a committed relationship with the new significant other for a period of at least three (3) months.

25. Neither party will have any overnight guests with a member of the opposite sex unless they have been in a committed relationship for at least five (5) months and the children have been previously introduced to the new significant other. Notwithstanding, neither party shall have any overnight guests with a member of the opposite sex within five months of the signing of this Stipulation.

26. **RELOCATION:** Relocation shall be governed by Utah Code 81-9-209. Should Mother desire to relocate prior to the commencement of Phase 3, the same would require a petition to modify as contemplated by *Ross v. Ross*.

27. **COMMUNICATION:** The parties shall enjoy liberal and unfettered telephone or video/facetime contact with the children at reasonable times and for reasonable durations. The parties shall encourage the children to call the other parent and the children shall have the right

to communicate with the other parent whenever the children so desire. Neither party will do anything to restrict the children's access to the other parent.

28. Except for emergency situations, the parties shall utilize Our Family Wizard (OFW) for all communication, shared calendars, reimbursement requests, information sharing, texting, and so forth. Savan shall pay all costs associated with the OFW subscriptions for both parties. Should Savan be unwilling or unable to pay for the OFW subscriptions, the parties shall use a different agreed-upon parenting app that has no fees. If they cannot agree to a no-cost app, they shall use Talking Parents.

29. TRAVEL: The parties shall provide the following information to the other parent at least 48 hours in advance (and if travel is international it shall be seven (7) days in advance) whenever traveling with the children away from their residence overnight:

- i. Itinerary of travel dates;
- ii. Destinations;
- iii. Places where the child or traveling parent can be reached;
- iv. Names and contact information of third parties who may have knowledge about how to contact the child.

30. PARENTING PLAN: In addition to the provisions herein, the parties shall adopt the following as a Parenting Plan:

- a. PARENTING FUNCTIONS: The parties are responsible for those aspects of the parent-child relationship in which the parent makes decisions and performs functions

necessary for the care and growth of the child including: a) maintaining a loving, stable, consistent, and nurturing relationship with the child; b) attending to the daily needs of the child, such as feeding, clothing, physical-care, grooming, supervision, health-care, day-care, and engaging in other activities which are appropriate to the developmental level of the child and that are within the social and economic circumstances of their particular family; c) attending to adequate education for the child, including remedial or other education essential to the best interest of the child; d) assisting the child in developing and maintaining appropriate interpersonal relationships; e) exercising appropriate judgment regarding the child's welfare, consistent with the child's developmental level and family social and economic circumstances; and f) providing for the financial support of the child.

b. PARENTING OBJECTIVES: The parties are responsible for: a) providing for the child's physical care; b) maintaining the child's emotional stability; c) providing for the child's changing needs as the child grow and mature in a way that minimizes the need for future conflict resolution; d) setting forth the authority and responsibilities of each parent with respect to the child consistent with the provisions herein; e) minimizing the child's exposure to harmful parental conflict; f) meeting the responsibilities to their minor child through agreements rather than relying on judicial intervention where appropriate; and g) protecting the best interests of the child.

c. WELFARE PROVISIONS: It is in the best interests of the child to have a meaningful and quality relationship with each other and with each parent; therefore:

- i. The parties shall respect each other's need for personal space and independence;
- ii. The parties shall establish and present a "united-front" of parenting by supporting each other as parents and establish reasonable consistent rules, curfews and discipline philosophies that will foster a feeling of continuity and sense of security for the child as to homework, school, projects, activities, and motivation to work and succeed;
- iii. The parties shall consult with each other if a child is experiencing school problems, emotional concerns, or other problems and shall share options and ideas for meeting the child's needs;
- iv. The parties shall affirmatively support each other as parents and hold the other parent in high regard/esteem as a parent in their respective conversations with the child throughout their lives and shall give the child permission to love each parent;
- v. The parties shall make best efforts to make joint decisions regarding the child on significant issues, such as education, health care, extra-curricular activities, and religion by focusing on the child's needs and best interests;

- vi. The parties shall respect each other's parenting style, personal beliefs and values, to eliminate the emotional trauma and pain to the child that results from conflicts between the parents;
- vii. The parties shall communicate with each other regarding the child only and shall remain civil in all of their dealings;
- viii. The parties shall accommodate the child's needs to have quality relationships with extended family members and shall facilitate the child's attendance at family functions;
- ix. The parties shall share all school work, report cards, school pictures, and other information relating to the schooling and extra-curricular activities of the child;
- x. The parties shall take affirmative steps to share information regarding times and locations of all activities involving the child and both parties shall be allowed to attend;
- xi. The parties shall enable each other to have access to the child's school, medical, dental, and other records;
- xii. When a child is with a parent, that parent shall make the day-to-day decisions regarding the care and control of the that child and shall make emergency decisions regarding the health or safety of that child;

xiii. In the event of an emergency each party shall be obligated to immediately inform the other parent of said emergency;

xiv. The parties shall ensure the child have no access to sexually explicit, violent, or age inappropriate materials while in their custody and control;

xv. The parties shall not allow the child to be in the presence of known drug users, persons drinking alcohol in excess, persons otherwise participating in illegal activities, or persons exposing the child to age-inappropriate materials or behavior; and

xvi. The parties shall not make harmful, insulting, or denigrating comments regarding the other party in the child's presence and shall remove the child from the presence of others so doing. Each party acknowledges that their own attitudes and behavior towards the other parent are likely to be mirrored by the child and each parent shall create an example of behavior that they themselves would have imposed upon the other parent.

31. Advisory Guidelines: Unless otherwise stated herein, the Advisory Guidelines outlined in §81-9-202 of the Utah Code shall apply and govern parent-time.

32. Failure to Comply: If a parent fails to comply with a provision of the parenting plan or child support order, the other parent's obligations under the parenting plan or the child support order are not affected. Failure to comply with a provision of the parenting plan or a child support order may result in a finding of contempt of court.

33. CHILD SUPPORT: That child support shall be calculated pursuant to Utah Code. Father is employed earning \$7,639 gross per month. Respondent is employed part-time and agrees that her income should be imputed to \$2,600 gross per month.

a. Father's income requires verification. Prior to final documents being submitted to the Court for signature, Father shall provide Mother's counsel with proof of income in the form of paystubs for 12 months, including information on bonuses and overtime. Counsel for the parties shall meet and confer to determine whether Father's income is consistent with the \$7,639 outlined above. If it is agreed that Father's income differs from the amount above, the final Decree and Findings of Fact shall reflect the new amount.

34. Child support shall be paid as follows, depending on which parent-time structure the parties are following:

a. During Phases 1 and 2, Father shall pay Mother \$1,279 per month.

b. During Phase 3, Respondent shall pay Petitioner \$971 per month.

35. Child support will be paid until a child reaches the age of 18, or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later.

36. Child support shall begin August 1, 2026. Child support shall be paid half by the 5th of each month and half by the 20th of each month.

37. There are no child support arrears.

38. HEALTH-CARE INSURANCE AND EXPENSE: Health-care shall be governed by Utah Code §81-6-208

- a. The parties shall provide a health and dental insurance program for the minor children covering hospital, doctor, dental, and medical expense incurred by the children. The children are currently on Father's healthcare plan.
- b. The parties shall pay 50% each of the out-of-pocket cost of the medical, dental, and orthodontic insurance premium or costs actually paid by a parent for the child's portion of the medical and dental insurance as provided in Utah Code §81-6-208.
- c. At any time when the parties are sharing the cost of a health insurance premium, the children's portion of the premium is a per capita share calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in coverage.
- d. Both parents will share equally in all routine medical and dental expenses actually paid, whether covered or only partially covered by insurance (including but not limited to one-half of expenses for copays, prescriptions, surgery, orthodontic care, psychological or psychiatric care, hospitalization, therapy, physical therapy, ophthalmology, optometry, broken limbs, and continuing illnesses or allergies such as diabetes or asthma, etc.) as well as other reasonably necessary uninsured medical and dental expenses of the minor child, in accordance with Utah Code §81-6-208.
- e. The party incurring a healthcare expense on behalf of the parties' minor child will provide written verification of the cost and payment to the other party within thirty (30) days of the payment. Written verification may be sent through whatever parenting app the

parties utilize. The other party will have thirty (30) days from receiving written verification to reimburse the party who incurred the expense.

f. A parent 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 that parent fails to provide the above verification within the thirty day time period.

g. When a court order has been entered providing for payment of medical expenses of a minor child, a creditor who has been provided with a copy of the order may not make a claim for unpaid medical expenses against a parent who has paid in full that share of medical and dental expenses required to be paid by the parent under the order. Therefore, the parties will cooperate in providing a copy of this Decree to any creditors, notify the creditors of their current address, and inform the creditor that they cannot make a claim for unpaid medical expenses or make a negative report against a party who has paid their one-half share of the child's medical expenses.

h. The parties will cooperate in exchanging all claim forms and statements to coordinate the payment of all medical and dental expenses.

i. The parent who maintains health insurance will provide verification of the coverage to the other parent, upon initial enrollment of the child, and thereafter on or before January 2nd of each calendar year.

j. The parent who maintains insurance will provide written notice to the other parent of any change of insurance carrier, premium, or benefits within thirty (30) days of any change.

k. Father may reduce his child support based upon Mother's share of the healthcare premiums.

l. All reimbursements for all other out-of-pocket healthcare expenses shall be requested and paid through OFW.

39. CHILD-CARE EXPENSES: The parties agree that all out-of-pocket work related childcare costs shall be shared equally pursuant to §81-6-209.

40. MISCELLANEOUS CHILD EXPENSES: That the parties should share equally all major expenses for the child, such as any school fees, sports costs, tutoring, field trips, and extra-curricular activities including fees, uniforms, equipment, etc., provided they both agree to the cost in writing, in advance. Other than necessary school fees, if the parties do not agree to an activity or expense, a parent may still enroll the child; however, the enrolling parent is 100% responsible for the expense and shall not allow the activity to interrupt the other parent's parent-time.

41. TAXES: The parties shall file their taxes separately.

42. TAX EXEMPTIONS: Beginning in tax year 2026, Father shall claim A.R.S.C. on his taxes each year and Mother shall claim L.R.C. on her taxes each year. When one child remains, the parties will alternate with Father claiming in the first year. Father shall not be permitted to claim

a child on his taxes if he is not current on his child support obligations as of December 31 of the tax year.

43. ALIMONY: Neither party is awarded alimony now or in the future.

44. REAL PROPERTY: The parties currently lease a townhome in Kaysville, UT, which Mother is temporarily occupying. Mother may continue to have sole use and possession of the townhome until August 2, 2026, at which time she shall fully vacate the property together with any and all personal property awarded to her. Father will be responsible for the lease payment and utilities for the townhome through the end of August 2026.

45. DEBTS: There are no known joint debts. The parties shall be responsible for any debts in their own names and shall indemnify and hold the other party harmless in all debts and obligations he or she is ordered to pay.

46. PERSONAL PROPERTY AND FINANCIAL ACCOUNTS: That during the course of the parties' relationship, the parties have acquired interests in personal property which should be divided as follows:

A. **SEPARATE PROPERTY:** Each shall be awarded as her or his sole and separate property all items of personal property that they enjoyed prior to the marriage, or which were separately gifted to or inherited by each party during the marriage.

B. **PERSONAL EFFECTS:** The parties shall be awarded their personal belongings and effects.

C. **MARITAL PROPERTY:** All marital property shall be divided equitably as the parties can agree. If they cannot agree, they shall return to mediation to divide up the personal property.

47. VEHICLES: The parties shall retain the vehicles currently in their possession together with all debts, liabilities, and equity associated therewith, free and clear of any claim by the other party.

48. MUTUAL RESTRAINING ORDER: The parties agree that the following mutual restraints should apply:

a. Neither party shall commit, try to commit, or threaten to commit any form of violence against the other. This includes stalking, harassing, threatening, physically hurting, or causing any other form of abuse.

b. Both parties shall be mutually restrained from harassing, annoying, or repeatedly bothering the other party.

c. Both parties shall be restrained from coming to or near the residence, workplace, or other places where the other party is known to be present without the other party's express permission. Prearranged parent-time exchanges, or activities of the children, should be an express exception to this restraint.

d. Both parties shall be restrained from saying or doing anything that would tend to diminish the love and affection of the child for the other parent, including but not limited to, demeaning or disparaging the other parent, speaking derogatorily or in a belittling

manner about the other parent, speaking to the child about the issues in this matter, or from attempting to influence the child's preference regarding custody or visitation.

e. Both parties shall be restrained from making visitation arrangements through the child or from using the minor child as a messenger.

f. Both parties shall be mutually restrained from permitting third parties to do what they themselves are prohibited from doing under this agreement and should have the affirmative duty to use his or her best efforts to prevent third parties from such violation or shall remove the child from such circumstances.

g. All communication between the parties shall be civil and respectful. Name calling of any kind is never civil or respectful.

h. The parties shall discourage the children from referring to any new romantic interests or future spouse as any of the following: mom, mommy, dad, daddy, or the like. Further, the parties shall ensure that the children are not provided information that would confuse them as to who their real mother and father are. In discussions with the children, the parties shall not refer to the other parent in any way that would confuse the child about their relationship with the other parent, for example: referring to the other parent by their legal name; your other dad/mom; that guy/lady; etc.

i. Neither party shall communicate with the extended family of the other party. Notwithstanding, if a family member is providing surrogate care for the children and it is necessary for a party to communicate with that extended family member, they may do so.

49. DISMISSAL OF PROTECTIVE ORDER: In exchange for the mutual restraints set forth herein, the protective order in Case No. 264700733 shall be dismissed without prejudice. In connection with dismissal of the Protective Order, if the Court will allow the Protective Order to be dismissed and the hearing stricken without the parties appearing, then the hearing currently scheduled for 7/22/26 shall be stricken. If the Court requires appearance at the hearing, counsel and the parties will attend the hearing scheduled for 7/22/26 and stipulate to dismissal. In connection with this, attorney Gibb will prepare any and all documents in connection with dismissal of the Protective Order, which will be sent to attorney Murphy for review and approval prior to being submitted to the Court.

50. PROPERTY SETTLEMENT: As a global property settlement, Father agrees to pay Mother the amount of one thousand twelve hundred dollars (\$1,200) on or before July 16, 2027. At a minimum, Father shall pay Mother \$100 per month towards the total amount owing, with the first monthly payment being owed in August 2026. These payments will be made through OFW.

51. FULL DISCLOSURE: The parties stipulate, warrant and agree that they have not hidden any marital assets and have disclosed to each other all of their properties of any kind and wherever located.

52. FULL AND COMPLETE SETTLEMENT: That the Stipulation is entire and complete and embodies all understandings and agreements between the parties. No prior or contemporaneous oral or written agreements or matters outside of the Stipulation shall have any force or effect. Petitioner and Respondent were aware that they have a right to proceed to trial in this matter to

present all of their evidence and witnesses, but waived this right. Petitioner and Respondent are satisfied that the Stipulation is fair and reasonable. There are no questions Petitioner and Respondent have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation.

53. CONTINUING JURISDICTION: That each party acknowledges jurisdiction of this Court and consents thereto and agrees that the court may enter judgment in accordance with the terms of this Stipulation.

54. EFFECTIVE DATE: The *Stipulation* became effective when signed by all parties.

END OF ORDER

****THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE****

APPROVED AS TO FORM:

/s/ Timothy Murphy

Counsel for Respondent

*signed by Dustin D. Gibb with permission received via email

Date: August 20, 2026