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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:

Kelly Farmer,

Petitioner,

and

Keena Farmer,

Respondent.

DECREE OF DIVORCE

Civil No. 264700269

Judge Blaine Rawson

Commissioner Julie Winkler

The Court, having reviewed the Stipulation and Settlement Agreement (the “Stipulation”) submitted by the parties (“Kelly” and “Keena”), being fully advised in the premises, and having entered the Findings of Fact and Conclusions of Law, hereby **ORDERS, ADJUDGES, AND DECREES:**

1. Divorce. The parties are hereby granted a divorce from each other and the marriage between them dissolved.
2. Residency. The Petitioner is a bona fide resident of Davis County, State of Utah, and has been for three months immediately prior to the filing of this action.

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3. Marriage Statistics. The parties were married on December 9, 2011 in Salt Lake, Utah, United States and are presently married.

4. Grounds. The parties are presently married and are obtaining a divorce. During the course of the marriage the parties have experienced difficulties that cannot be reconciled that have prevented the parties from pursuing a viable marriage relationship. This Decree of Divorce is granted on the basis of irreconcilable differences of the parties pursuant to Utah Code Ann. §81-4-405.

5. Children. The parties are the legal parents of the following children under Utah's Uniform Parentage Act, Utah Code 78B-15-101 *et seq.* This court has jurisdiction to determine the issues related to the children in this divorce action because the parties became the legal parents of the children prior to or during the time the parties were married. Pursuant to Rule 4-202.09 of the Utah Code of Judicial Administration the names and birth dates of the children are being submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of each child are:

<i>Child's Initials</i>	<i>Birth Month and Year</i>
K.M.F.	April 2014
D.S.F.	June 2017
E.M.F.	August 2019
C.I.F.	September 2021
M.A.F.	December 2023

6. Uniform Child Custody Jurisdiction and Enforcement Act. Pursuant to Utah Code 78B-13-101 *et seq.*, Utah has jurisdiction over the custody and parent-time issues in this case, pursuant to Utah's Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA) because Utah is the home state of the parties' minor children or Utah was the home state of the minor

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children six (6) months prior to the commencement of the proceeding, and/or this case meets the criteria under Utah Code 78B-13-201(1), 207, and 208.

7. Children – Rule 100. Pursuant to Rule 100 of the Utah Rules of Civil Procedure, The Uniform Child Custody Jurisdiction and Enforcement Act, Utah Code Ann. §78B-13-101 *et seq.* and The Uniform Interstate Family Support Act, Utah Code Ann. §78B-14-101 *et seq.*, the Petitioner states upon information and belief that:

- a. There are no proceedings in a court of law or governmental agency for custody, child support, parent-time or visitation concerning the parties' minor children which have been filed, or are pending, or have been completed with an order.
- b. The parties are unaware of any criminal, delinquency, or protective order cases involving a party or the parties' children.
- c. The parties are unaware of any person who is not a party to these proceedings who has physical custody of the parties' minor children and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the children.

PARENTING PLAN

Joint Physical Custody / Parent-time

8. Custody. The Parties are awarded joint physical and legal custody of their minor children.

9. Parent-time. Parent-time with the children shall be at reasonable times and places as the parties may agree. If the parties cannot agree, the parties' reasonable rights of parent time shall be defined as follows:

	<i>Mon</i>	<i>Tues</i>	<i>Wed</i>	<i>Thurs</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
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<i>Week 1</i>	FATHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER	MOTHER
<i>Week 2</i>	FATHER	MOTHER	MOTHER	MOTHER	FATHER	FATHER	FATHER

a. Father will have the minor children every Monday overnight with a pick up from school/childcare or 9:00 a.m. if school is not in session until Tuesday morning with a drop off to school or 9:00 a.m. if school is not in session. Father shall also have alternating weekends from Friday after school or 9:00 a.m. with a drop off to school or 9:00 a.m. Tuesday morning when school is not in session. On the Monday that is not Fathers weekend he will pick up the two youngest children at 9:00 a.m.

b. The parties acknowledge that Father travels for work during the college football season. The parties shall work together to make best efforts to accommodate Father’s work schedule and parent time.

c. Father shall be permitted to exercise all elections available pursuant to Utah Code 81-9-303. Both parties are entitled to summer parent time pursuant to Utah Code 81-9-303.

10. Holidays. The parties shall exercise holiday parent time as they can agree, but in the event they cannot agree, they shall follow Utah Code §81-9-303 with Mother acting as the “Custodial Parent” and Father acting as the “Noncustodial Parent” for interpreting the statute, as follows:

<i>Holiday</i>	<i>Holiday Time Period</i>	<i>Odd Years</i>	<i>Even Years</i>
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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 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: (a) upon delivering of the child to school on the day following Dr. Martin Luther King Jr. Day; or (b) at 8 a.m. on the day following Dr. Martin Luther King Jr. Day if there is no school.	Father	Mother
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 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: (a) upon delivering the child to school on the day following President's Day; or (b) at 8 a.m. on the day following President's Day if there is no school.	Mother	Father
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of spring break; or (b) at 8 a.m. on the day following the end of spring break if there is no school.	Father	Mother

Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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: (a) upon delivering the child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.	Mother	Father
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.	Mother	Mother
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.	Father	Father
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Father	Mother
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Mother	Father
Labor Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the 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: (a) upon delivering the child to school on the day following Labor Day; or (b) at 8 a.m. on the day following Labor Day if there is no school.	Father	Mother
Fall Break	(1) Holiday begins at 6 p.m. on the day school is dismissed for fall break. (2) Holiday ends: (a) upon delivering the child to school on the day following the end of fall break; or (b) at 8 a.m. on the day following the end of fall break if there is no school.	Father	Mother

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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 (b) at 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Mother	Father
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: (a) upon delivering the child to school on the Monday following Thanksgiving; or (b) at 8 a.m. on the Monday following Thanksgiving if there is no school.	Mother	Father
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m.; 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.	Father	Mother
Winter Break (Second Half)	(1) Holiday begins on December 27th at 7 p.m. (2) Holiday ends upon delivering the child to school on the day that school resumes after the winter break.	Mother	Father
Christmas Day	Who ever has Christmas eve shall have the children until 1:00 p.m. Christmas day and the party with the 2 nd ½ of Christmas break shall have from 1:00 p.m. until the next morning with a drop off at 9:00 a.m.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Mother	Father
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m.	Father	Mother

Father's Birthday	Either 3 hours for breakfast or 3 hours for dinner. Shall provide notice of election of time 7 days in advance.	Father	Father
Mother's Birthday	Either 3 hours for breakfast or 3 hours for dinner. Shall provide notice of election of time 7 days in advance.	Mother	Mother

Joint Legal Custody

11. Joint Legal Custody. The parties shall share joint legal custody of the children.

- a) With respect to minor day-to-day decisions, the parent in charge of the children during his or her designated parent-time shall have the right to make all such day-to-day decisions regarding the care of the child without consulting with the other parent. As pertaining to the day-to-day decisions, the parties recognize that each parent may have their own parenting style, their own rules, and their own style of discipline. As long as such decisions do not threaten the health and safety of the children, each parent shall respect the decisions of the other parent and give each other the due deference that they equally deserve.
- b) With respect to major decisions, such as those matters pertaining to the health, education, and religion of the child, the parties shall confer and work together in good faith to reach joint decisions regarding these matters. Should a dispute arise relating to these matters (i.e. the health, education, or religion of the children, the parties shall adhere to the following dispute resolution procedure:

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- i. Notice: The parties shall notify one another no later than within forty-eight (48) hours of being made aware of an issue that requires a decision pertaining to these matters.
 - ii. Information: The parties shall exchange all relevant information and/or documentation pertaining to the matter in dispute.
 - iii. Discussion: The parties shall then discuss the matter in good faith and take into account one another's full point of view regarding the matter.
 - iv. Consultation: If a decision cannot be reached after consulting in good faith, the parties shall consult with a relevant professional or expert in the area of dispute, or other mutually agreed third party.
 - v. Mediation: If the parties still cannot agree they shall attend mediation.
 - vi. Court Review: If the parties still cannot agree either party may bring the issue before the court.
 - vii. No Undue Delay: Neither party shall cause any undue delay in utilizing this decision-making process and shall pursue the speedy resolution of all disputes.
- c) Right to Other Relief: In addition, this process shall not be interpreted to deny either party the right to seek urgent or emergency relief from the Court

12. School Decisions. The children shall continue to attend their current schools and feeder schools.

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Communication

13. Communication. The parties shall discuss all parenting concerns via e-mail or text and will not use their children to deliver messages. The parties shall use phone or text contact for emergencies or changes on the day of the exchange.

14. Telephone and Virtual Contact with Children. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communications with the children, in the form of virtual parent-time. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any time.

15. Sleeping Arrangements. The parties shall ensure that the minor children have proper sleeping arrangements.

16. Seat Belts. The parties shall ensure that they are transporting the children to ensure that all of the minor children are in seat belts.

17. Cell Phones. The parties shall share the cost of the minor children's cellphones and smart watch plans.

Miscellaneous Parenting Provisions

18. Relocation. If either party moves more than 40 miles, the parties shall be bound by the 60-day notice requirements of Utah Code §81-9-209.

19. Travel. When the children travel with either parent overnight, all of the following shall be provided to the other parent:

- a. An itinerary of travel dates;
- b. Destination;
- c. Places where the children or traveling parent can be reached; and,

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d. The name and telephone number of an available third person who would be knowledgeable of the children's location.

20. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals and weddings, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the visitation schedule.

21. Notification of Children's Events. The parties shall take affirmative steps to share school and activity information concerning their children with each other on a frequent basis. The parties shall notify each other of any school programs, extracurricular activities and sporting events their children may be involved in.

22. Mutual Restraints.

a. Both of the parties are permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format) to convey any negative information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would, in any way, harm the relationship between the children and the other parent; both parents are ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.

a. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may

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become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

b. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing or threatening the other party.

c. The parties shall not allow third parties to act in any way that they themselves are prohibited from acting, and shall remove the children from any situation in which the other parent is being disparaged in any way.

23. First Right of Refusal. Each parent shall have first option to provide care for the child over any other third party if the parent responsible for the child is not available 6 hours or longer during their custodial time and the other parent is personally available and willing to provide the care and the transportation. Sleepovers with family members will not trigger this so long as the parent with parent time is personally available to provide the care.

24. Activity Costs. Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor children may be involved in. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving

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prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost.

25. School Fees. Each party is ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. This does not include private school tuition. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification.

26. Curbside Transportation for the Children. The parties shall utilize school-to-school or childcare exchanges when possible. If school to school exchanges are not possible, the receiving parent shall provide the transportation unless otherwise mutually agreed upon. If the exchange happens at the residence, the parties shall have a curbside exchange.

FINANCIAL ITEMS AND ASSET DISTRIBUTION

27. Child Support. Child Support shall be calculated as according to Utah Code Ann. §81-6-107 et seq. The Mother's gross monthly imputed income is \$2600.00 per month. The Father's gross monthly income is \$8333.00 per month. The Mother has 220 overnights and the Father has 145 overnights for the purpose of child support calculation on the Joint Physical Custody Worksheet. Father's child support obligation is \$1,452.00 per month beginning September 1, 2026.

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28. 1Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost will obtain insurance for the medical expenses of the minor children in accordance with U.C.A. §81-6-208. Father is currently providing said insurance.

- a. 2Father shall be responsible for the costs of the premiums for children's portion of insurance.
- b. 3Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.
- c. 4The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

29. Childcare Expenses. The parties shall adopt Utah Code Annotated § 81-6-209, and each parent shall equally share the reasonable work-related childcare expenses for the minor children. The parties will make best efforts to use nonpaid care prior to using paid childcare.

30. Dependency Exemption. The parties shall share the dependency exemption for the minor children as follows:

- a. While there are five minor children, the parties shall alternate the dependency exemption for the minor children. The Mother will claim 2 oldest

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children in odd-numbered tax years and the three oldest children in even-numbered tax years and the Father will claim 2 youngest children in even-numbered years and 3 youngest children in odd-numbered tax years.

b. While there are four minor children, the parties will each receive two children as a dependency exemption. Mother will claim the oldest children and Father will claim the youngest children.

c. While there are three minor children, the parties will alternate the dependency exemption for the minor children. The Mother will claim 2 oldest children in odd-numbered tax years and the oldest child in even-numbered tax years and the Father will claim 2 youngest children in even-numbered years and youngest child in odd-numbered tax years.

d. While there are two minor children, the parties will each receive one child as a dependency exemption. Mother will claim the oldest child and Father will claim the youngest child.

e. When there is only one minor child, the parties will alternate the dependency exemption for the minor child. The Mother will be entitled to claim the minor child as a dependency exemption for odd-numbered tax years, and the Father will claim the minor child as a dependency exemption for even-numbered tax years.

f. Father is entitled to claim the dependency exemptions indicated herein as long as he is current on his child support obligation by December 31st of any tax year.

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31. Taxes. The parties shall file separate tax returns for 2026.

32. Real Property.

a. The marital property located at 613 Pony Express Way, Centerville UT is awarded to Mother with all debts and liabilities. Mother shall hold the other party harmless on all debts and liabilities associated with the home. Mother shall refinance/assume the home within 18 months. In the event that the refinance/assumption does not occur within 18 months of the date of the Decree, the parties shall immediately put the home for sale. If the home is to be sold, Keena shall be permitted to select the realtor and the parties shall follow the advice of the realtor in all respects. Upon refinance/assumption of the loan or the sale of the home Mother will pay \$20,000 equity in the home to Father.

b. If the Notice of Interest or ROFR clause held by Travis Olsen in connection with the home results in a delay or inability for Keena to refinance or assume the mortgage, the parties shall work together to make reasonable efforts to try and keep Mother in the home, including allowing additional time for the refinance or assumption to take place.

33. Personal Property. During the course of the marriage relationship, the parties have acquired personal property. Said personal property of the parties shall be distributed such that the person receiving the item shall be responsible for any associated debt with the item. The division shall be as follows:

<i>Item Description:</i>	<i>Awarded to:</i>
2015 Honda	Mother

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a. Other items not listed herein shall be divided equitably between the parties as the parties may agree. If the parties cannot agree, they shall return to mediation.

34. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on, the following debts. The parties shall ensure that the other has login access to pay the debt they are responsible for.

<i>Debt Description:</i>	<i>Obligation of:</i>
Quicksilver Capital one	Mother
Citi Bank	Mother
Chase CC	Father
Venmo Card	Father
Student loans	Father

a. Accumulation of Debt. Neither party shall incur any additional liability on credit cards that the other party is responsible for.

b. Other Debts. The parties are aware of no other joint debts not otherwise addressed in the Stipulation or this Decree and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt shall be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.

c. Delinquency in Payments. If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment

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on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

35. Checking and Saving Accounts. Each party is awarded monies in their own separate checking and savings accounts. The joint accounts shall be divided and closed within 14 days of the entry of the Decree of Divorce.

36. Retirement Accounts. The parties have no retirement accounts.

37. Business Interest. Father is awarded 100% of the business interest in Optimize Chiropractic, LLC and all associated income, assets, intellectual property, debts, liability, and tax consequences as part of a global resolution herein. Father shall hold Mother harmless any debts or liabilities regarding the business.

38. Alimony. Father shall pay Mother \$1248.00 per month for a term of 1 year. Father shall then pay Mother \$848.00 for an additional 6.5 years unless sooner terminated by the receiving party's remarriage, cohabitation, or the death of either party. Equal payments shall be made on the 5th and the 20th of each month beginning September 1, 2026.

39. Name. Mother shall have the option of restoring her name to Keena Olsen.

40. Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce. Kelly shall Quit Claim his interest in the home at the time of the refinance/assumption of the home.

41. Independent Advice of Counsel. The parties respectively acknowledge that the mediator specifically encouraged the parties to get independent legal advice by counsel of their own

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selection to be fully informed as to their legal rights and obligations. The parties acknowledge that neither is entitled to rely on the attorney of the other or the mediator to inform them of their legal rights.

42. Drafting. Both parties attended mediation with their respective counsel and have participated actively in the drafting and revising of the Stipulation. Both parties and their counsel have had an opportunity to read the Stipulation and to make suggested changes to the draft and this is a complete understanding of all of issues negotiated and agreed to by the parties within the mediation session. Each of the parties understands, acknowledges, and agrees that each of the parties hereto has contributed to the drafting of the Stipulation, and no provision shall be construed against any party as being the draftsman thereof. The Stipulation shall therefore be construed without regard to any presumption or other rule requiring construction against the party causing the Stipulation to be drafted. The parties specifically, intentionally, and knowingly waived any right to allege, assert, or claim the benefit of any rule requiring construction against the drafting party.

43. Full Disclosure. The parties each indicate that there has been a complete accurate and current disclosure of all income, assets, and liabilities. Both parties understand and agree that any failure to provide complete disclosure may constitute perjury. The property referred to in this agreement represents all the property which either party has any interest in or right to, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

44. Attorney's Fees and Costs. Each party is ordered to assume his or her own costs and attorney's fees incurred in this action.

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45. Final Stipulation. 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. The parties are aware that they had a right to proceed to trial in this matter to present all of their evidence and witnesses, but waived this right. The parties are satisfied that the Stipulation, and this Decree, are fair and reasonable. There are no questions the parties have to ask or unresolved issues that need to be addressed. All issues either party wishes to raise have been incorporated in the Stipulation and this Decree.

Court's signature appears at the top of the first page of this Order.
END OF COURT ORDER

APPROVED AS TO FORM:

GIBB LAW FIRM, P.C.

/s/ Dustin D. Gibb (with permission)

Signed by Adam Kaas with permission of Dustin Gibb

Dustin D. Gibb

Attorney for Respondent

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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of September, 2026, a true and correct copy of the foregoing ***DECREE OF DIVORCE*** was served on the following by the method indicated below:

Dustin D. Gibb
GIBB LAW FIRM
Attorney for Respondent

() U.S. Mail, Postage Prepaid
() Hand Delivered
(X) Electronic Filer
() Via email

/s/ Adam Kaas_____

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