The Order of the Court is stated below:
Dated: October 22, 2026 01:52:37 PM **/s/** MICHAEL D DIREDA
District Court Judge

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

In the Matter of the Marriage of: REBECCA A. MACFARLANE, Petitioner, and JACOB W. MACFARLANE, Respondent.	**DECREE OF DIVORCE** Case No. 264701074 Judge: Michael Direda Commissioner: Julie Winkler

WHEREFORE the Court has reviewed the Findings of Fact and Conclusions of Law, Stipulation on Divorce and Custody, and previous pleadings submitted to the Court. Based thereon, it is hereby ordered, adjudged, and decreed as follows:

JURISDICTION

1. Father and Mother are both residents of Davis County, Utah and have resided in Davis County, Utah for more than three months prior to filing this action.

2. Utah has jurisdiction to decide this matter and venue is proper in this Court.

MARRIAGE AND SEPARATION

3. The parties are husband and wife, having been married on May 20, 2005 in Bountiful, Utah.

4. The parties separated in October, 2025.

GROUNDS FOR DIVORCE

5. The parties have suffered irreconcilable differences making the continuation of the marriage impossible.

6. The parties shall be granted a divorce on the grounds of irreconcilable differences.

CHILDREN AND CUSTODY

7. The parties have three minor children together, to wit: D.M., born October 10, 2010; M.M., born October 27, 2013; and P.M., born December 30, 2021.

8. Pursuant to Utah Code Ann. section 78B-13-209, the parties state that:

a. They do not have any information of any custody proceeding concerning the children pending in a court of this or any other state; and

b. They do not know of any person not a party to the proceeding who has physical custody of the children or claims to have custody or visitation rights with respect to the children.

9. Father and Mother have been joint caregivers for the children

since their births. Both parties have played an integral part in the care and upbringing of the minor children.

10. It is in the best interest of the minor children that the parties be awarded joint legal custody and joint physical custody of the minor children.

PARENT TIME AND PARENTING PLAN

11. It is in the best interest of the parties' minor children for the parties to be involved and cultivate relationships with the minor children.

12. Parent time with the minor children will be as the parties agree. Currently, the parties have agreed that Mother will exercise parent time each week from Monday through Wednesday and every other Sunday and Father will exercise parent time each week from Thursday through Saturday and every other Sunday. The parties following U.C.A.§81-9-305 as a framework for joint physical custody provisions. The parties shall exercise a reciprocal first right of refusal when the exercising parent is unavailable to care for the children for a period of four hours or more (not including school-hours).

13. The exercising party will be responsible for providing transportation for exchanges, except as otherwise agreed by the parties in writing.

14. Each party shall receive up to two weeks uninterrupted time when school is not in session at the option of either parent, including weekends normally exercised by the other party, but not holidays. In addition, Mother may elect to exercise up to five full weekends (Friday at 5:30 p.m. to Sunday when her time resumes) during the school year which may not interfere with Father's holiday time. In turn, Father may have the option to have an additional overnight for make-up which he may elect to take but is not required. Notice of such elections shall be made at least two-weeks in advance unless otherwise agreed in writing.

15. Notification of Extended Time. Both parents shall provide notification of extended parent-time or vacation weeks with the children by May 1 each year, with Mother having first choice of extended time in even numbered years, and Father having first choice of extended time in odd numbered years. If notification is not provided timely, the complying parent may determine the schedule for extended parent-time for the non-complying parent.

16. The parties shall exercise holiday parent time as the parties agree. If the parties cannot agree, holiday parent time will be according to Utah Code Ann. section 81-9-302 with Mother being designated as the custodial parent and Father non-custodial for purpose of the holiday schedule and elections.

17. Communication. The parties will discuss all parenting concerns by text or e-mail only and will not use their children to deliver messages. The parties may use phone or text contact for emergencies or changes on the day of exchanges. The parties will be civil with one another and will only communicate regarding concerns for the children or implementation of the agreement.

18. 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 mail privileges and virtual parent-time if the equipment is reasonably available. Telephone contact shall be at reasonable hours and for a reasonable duration. The children shall be able to contact the parents at any reasonable time. The parties should be restrained from restricting access to cell phone(s) or electronic devices or internet access to prevent communication to the other parent.

19. Travel. When the children travel with either parent overnight, all of the following will be provided to the other parent at least 72 hours prior to departure:

a. An itinerary of travel dates;

b. Destination;

c. Places where the children or traveling parent can be reached; and, the name and telephone number of any available

third-person who would be knowledgeable of the children's location.

20. Notification of Children's Events. Both parents shall have access to information and should not require the other parent to notify them of information that they may obtain through their own reasonable efforts. For information the other party does not have access to, the parties shall take affirmative steps to share school, school programs, extracurricular activities, sporting events, and activity information concerning their children with each other on a frequent basis.

21. Special Events. Special consideration shall be given by each parent to make the children available to attend family functions, including funerals, weddings, family reunions, religious holidays, important ceremonies, concerts 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.

22. Educational Plan. The parties shall both have access to school records. Both parties shall be able to check out the children on their respective parent-time. The children shall continue to attend their same schools even if either of the parties relocate, unless the parties agree in writing to change the schools the minor children attend.

23. Relocation. If either party moves more than 45 miles from the

residence of the other party, the parties shall follow the provisions of Utah Code Ann. section 81-9-209. Neither parent will move within . 75 miles of the others residence without written agreement.

24. Communication. The parties shall discuss with each other, and if possible, shall attempt to agree upon the significant decisions relating to the children, including but not limited to the children's health care, religious upbringing, and education. In doing so, the parents shall consider the needs and desires of the children and the advice of the children's school-teachers, healthcare providers, or other experts (but the parents agree to exclude religious leaders or clergy as experts for the purposes of this Petition). If, after consulting with each other, the parents remain unable to reach a mutually agreeable decision, the parties agree to meet in mediation to resolve the issue, with each party paying one-half of the mediator fee. If, following mediation, the parties are still unable to decide, either party may then file a motion with the Court for review.

25. Decision-Making Authority. The parties shall share joint legal custody. While Mother is designated as the parent with presumptive decision-making authority, this authority shall only be exercised after a good-faith effort to reach a joint agreement has failed. In the event of a disagreement, neither party shall take unilateral action on a major life decision (education, medical, or religious) without first

providing 72 hours written notice and participating in at least one session of dispute resolution and/or mediation, unless an immediate medical emergency arises.

26. Residential Designation. Mother is designated as the "residential parent" for the purposes of school enrollment and determining the children's school district. The children shall attend schools within the Davis High School feeder enrollment boundaries (including designated elementary and junior high schools) for the duration of their primary and secondary education. This designation is administrative only and shall not be construed as granting superior custodial or legal rights. Any attempt by the residential parent to relocate outside of the Davis High School feeder boundaries shall constitute a material change in circumstances for the purpose of re-evaluating this residential designation. For all other legal purposes, including state and federal benefits, tax filings, and parenting time, both parents shall be considered to have equal residential status in accordance with their 50/50 physical custody schedule.

27. The parties should adopt the Advisory Guidelines pursuant to Utah Code section 81-9-202 as the binding Parenting Plan. In addition, the Court should order the following:

a. Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children;

b. Communication regarding the minor children shall be directly between the parents and shall not involve third parties or the children;

c. No dispute may be presented to the court in this matter without a good faith attempt by both parties to resolve the issue through mediation;

d. The parties shall be flexible in their parent time arrangement. The parties shall also be sensitive of the children's needs or requests during the other party's parent time and allow phone calls or other virtual meetings with the parent.

PUBLIC ASSISTANCE

28. The minor children are not currently receiving state assistance.

CHILD SUPPORT

29. Mother is currently not employed, although she has applied for

social security disability assistance. Father is currently employed and has a gross monthly income of $14,583. Father's child support shall be set pursuant to the "Uniform Child Liability for Support Act," Utah Code Ann., section 81-6-107 *et seq.*, to be paid ½ by the 5th day of the month and ½ by the 20th day of each month. Pursuant to the attached joint custody child support worksheet with the parties exercising 50/50 parent time, Father's monthly child support obligation would be $1,229. Child support for a minor child will terminate at the time or shall automatically adjust when: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date of graduation, whichever occurs later; or (2) a child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

30. All child support and medical support payments may be paid through the Utah Office of Recovery Services. An Income Withholding Order shall issue upon either Mother or Father opening a case with ORS.

31. Father will purchase a car for the children to share upon reaching driving age and after the marital home has been sold.

MEDICAL AND DENTAL

32. 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 Utah Code Ann. section 81-6-208. Father is currently providing said insurance but the parties may look for best insurance each enrollment year.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capital share of the premium actually paid. The premium expenses for the children shall be 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 the instant case. This amount shall be automatically deducted from or added to the child support paid or owed.

b. Each 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. Neither parent will incur unnecessary health care expense for the children without first discussing it with the other parent or having it recommended by a primary care provider.

c. When possible, the parents shall set up divorce billing so both parents may pay providers directly.

d. The 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 will 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.

e. If, at any point in time, the dependent children are covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Father shall be primary coverage for the dependent children and the health, hospital, or dental insurance plan of Mother shall be secondary coverage for the dependent children. If a parent remarries and his or her dependent children are not covered by that parent’s health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent children.

f. Double coverage shall not be required. However, if the parties have double coverage for insurance, each party shall

pay their own insurance policy premium with no compensation from the other party.

g. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

33. For purposes of this section, “health, hospital, or dental insurance plan” has the same meaning as “health care insurance” as defined in Utah Code Ann. section 31A-1-301.

EXTRACURRICULAR ACTIVITIES AND SCHOOL EXPENSES

34. The parties shall share the costs for all extracurricular activities in which the parties’ children would like to participate, and which the parties agree to in writing prior to enrollment.

35. The parties shall share the costs for all school expenses, including supplies and new school clothes, for the parties’ minor children.

36. The parties shall send written verification of the expense within 30 days of the cost being incurred, and should pay the same within 30 days of the written notification.

CHILD CARE EXPENSES

37. The parties shall each be responsible for their own respective

share of all daycare costs that are incurred by the parties.

38. Each party shall have the first option to provide care for the children over any other third party if the parent responsible for the children is not available for a period of four hours or longer during their custodial time and the other parent is personally available and willing to provide the care and transportation.

39. Division of Accounts. According to Utah Code Ann. section 15-4-6.7 each party will elect for dental, medical, school expenses, extracurricular expenses, and daycare expenses to be created in separate accounts for each parent whenever possible so that the parents are not jointly obligated.

TAXES

40. The parties shall share the dependency exemption/tax credit for the minor children as follows:

a. While there are three eligible children, Mother shall claim the older two on even years and the youngest on odd years, and Father shall claim the older two on odd years and the youngest on even years.

b. When there are two minor children, Mother will claim the oldest and Father will claim the youngest.

c. When there is only one minor child, Mother will be entitled to claim the minor child in even years, and Father in

odd years.

d. Father's right to claim the children for purposes of taxes is dependent upon Father being current on child support by December 31 of the claiming year. If Mother believes Father is delinquent, she shall notify father and he shall have seven days to come current.

ALIMONY

41. Beginning on May 1, 2026, Father shall pay Mother $3,500.00 in alimony for a period of fifteen (15) years. Alimony shall terminate upon Mother's remarriage, romantic co-habitation or the death of either party.

42. The parties acknowledge that Mother has a pending application/appeal for disability benefits. In the event Mother is awarded Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI), Father's monthly alimony obligation shall be reduced by an amount equal to fifty percent (50%) of the gross monthly benefit received by Mother. This reduction shall take effect the first month following Mother's receipt of her first regular monthly benefit payment. Mother shall provide Father with documentation from the Social Security Administration verifying the award amount within ten (10) days of receipt.

REAL PROPERTY

43. The real property that the parties acquired during the marriage includes the residence at 1475 East Harvey Road, Fruit Heights, Utah 84037 (the "Marital Residence").

44. The Marital Residence is currently listed for sale.

45. The parties shall follow realtor recommendations in terms of listing for the price of the Marital Residence as well as any necessary repairs to the property before sale. Any such repairs will be paid for equally by the parties. Should one party not have an initial ability to pay for a needed repair, the party's portion of the cost can be reduced from his/her share of equity in the home. The parties will cooperate with the realtor to ensure that the Marital Residence is open for showings and no reasonable offer should be refused.

46. Upon the sale of the home, the proceeds shall be allocated as follows:

a. To satisfy existing mortgage obligations on the property;

b. To pay for the realtor fees and closing costs;

c. To satisfy any other existing joint debts as described in the Existing Debts section herein.

d. The remainder to be divided equally among the parties after settling other unpaid expenses owed between the parties

due to repairs or as otherwise provided herein.

PERSONAL PROPERTY

47. Father shall be awarded any interest in the Chevy Bolt free of any claims by Respondent.

48. Mother shall be awarded the Honda Odyssey free of any claims by Petitioner and from Father's share of equity, he will pay to Mother the sum of $10,000 so that Mother has a reliable vehicle. This $10,000 will be paid at the time of closing on the real property. This will be paid from Father's portion of equity.

49. The parties have already equitably divided their remaining personal property items, and the parties should be awarded the personal property items currently in their possession.

RETIREMENT AND OTHER ASSETS

50. Any joint accounts should be split equally and closed or else one party removed from joint accounts immediately.

51. The parties are awarded the funds in their own individual retirement accounts, with the exception that Mother is awarded 50% Father's retirement funds from Father's employment with Kelly H. Macfarlane, PLLC as well as 50% of all Father's investment accounts. Specifically: the Fidelity account # Z05802075 with a current balance of approximately $341.16, the Computershare account# C0000058009 with a current balance of approximately

$6,045.69, and the Computershare account #C0000202002 with a current balance of approximately $3,772.00. The parties shall split the costs associated with any qualified domestic relations order ("QDRO") needed to effectuate the above division.

52. Upon sale of the parties' Marital Residence, Father may elect to purchase Mother's half of the investment accounts, to be valued at the time of the distribution of home equity, and the value of said investments paid using those funds.

EXISTING DEBTS

53. The parties should be jointly responsible for any outstanding debts held in their joint and respective names as of the time of their separation, including their respective student loans, and exclude any debt incurred by them individually since the time of separation. These include:

a. Home Mortgage – approximately $165,000

b. HELOC – approximately $43,000

c. Line of Credit 1 – approximately $2,400

d. Line of Credit 2 – approximately $6,600

e. Medical Bills – approximately $1,900

54. All debt payments until the real property is sold will be paid from Father's account and shall be reimbursed for half of all debt payments made by Father during the distribution of home equity

with the exception of the Line of Credit 2 which shall be paid fully by Father without reimbursement or contribution from mother and shall be paid from Father's share of equity, with the remainder of the home equity being distributed 50/50 to each party after any other payments or reimbursements as provided herein.

55. Neither party will incur any additional liability on joint credit cards. Any joint accounts will be closed, or have the other party's name removed therefrom by mutual agreement.

56. The parties are not aware of any other joint debts not otherwise addressed herein 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 should 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.

ATTORNEY FEES

57. The parties shall each be responsible for their own attorney fees and the parties shall equally split the cost of the divorce filing fees and costs.

MISCELLANEOUS

58. Both parties shall be restrained and enjoined from making disparaging remarks about the other party in front of the children,

and both parties shall not allow family members or others to make disparaging remarks about the other party in the presence of the minor children. Neither party shall allow the minor children to remain in the presence of any third-party making disparaging remarks about the other party.

59. The parties shall discuss all parenting concerns directly and shall not use their children to deliver messages. The parties shall communicate civilly with one another.

60. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the children in any way from the other parent. Both parents have an affirmative duty to co-parent the children in a way that promotes his or her best interest.

61. Both parties shall notify the other party of any change in address, phone number, or email within 24 hours of a change.

62. Both parties shall be restrained and enjoined from making disparaging remarks about the other on social media or any similar or like platforms or outlets.

63. Both parties shall be restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent. This includes any comments about the other parent's actions that may be construed as having a negative impact on the

other parent’s relationship with the children.

64. Both parties shall be restrained from harassing or making threats toward the other party.

65. Both parties should be mutually restrained from allowing third parties to do what they themselves are prohibited from doing under this section, and should have the affirmative duty to use his or her best efforts to prevent third parties from such violations.

66. Both parties shall sign whatever documents are necessary to transfer title or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

67. If she so desires, Mother shall be entitled to change her legal name back to her given name of Prince.

68. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

END OF ORDER

THE COURT’S ELECTRONIC SIGNATURE AND SEAL WILL APPEAR AT TOP OF THE DOCUMENT WHEN SIGNED AND ENTERED BY THE COURT

APPROVED AS TO FORM:

/s/: Jacob Macfarlane
Signed by Brittany R. Brown with permission of Jacob Macfarlane
Respondent

Rule 7

NOTICE TO THE ATTORNEY:

You will please take notice that the undersigned, attorney for Rebecca Macfarlane will submit the above and foregoing Decree to the Judge, for his signature upon the expiration of seven (7) days, unless written objection is filed prior to that time, pursuant to Rule 7(j)(4) of the Rules of Civil Procedure. Kindly govern yourself accordingly.

DATED this 1st day of October 2026

/s/: Brittany R. Brown
Brittany R. Brown
Attorney at Law

CERTIFICATE OF SERVICE

I certify that I by email sent a true and correct copy of the foregoing Decree to the following on October 1,, 2026:

/s/: Debbie Weber
Debbie Weber
Legal Assistant