The Order of the Court is stated below:
Dated: November 06, 2026 11:58:21 AM **/s/** RONALD G. RUSSELL
District Court Judge

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

In the matter of the marriage of: SAMANTHA CLARE TIPPETS, Petitioner, and TY TIPPETS, Respondent.	**DECREE OF DIVORCE** Case Number: 264701248 Judge: RONALD RUSSELL Commissioner: JULIE WINKLER

The Petitioner filed the Stipulated Petition for Divorce on September 2, 2026, with both parties agreeing to the terms of that Petition, their signatures appearing on that document. The Court having reviewed the Petitioner's Affidavit of Jurisdiction and Grounds, having previously entered its written Findings of Fact and Conclusions of Law, and for good cause appearing, does hereby ORDER, ADJUDGE AND DECREE AS FOLLOWS:

DECREE OF DIVORCE

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 to become final upon entry by the Court.

JURISDICTION

1. Petitioner was an actual and bona fide resident of Davis County, State of Utah for more than three (3) months prior to filing this action.

2. This Court has jurisdiction over Petitioner's claims pursuant to UTAH CODE ANN. §78A-5-102 and UTAH CODE ANN. §81-4-402 and §81-4-405.

3. This court has jurisdiction over the minor children pursuant to UTAH CODE ANN. §81-11-201, et seq.

4. Utah is the "Home State" of the minor child pursuant to UTAH CODE ANN. §81-11-101, et al., because the children lived with Petitioner in the state of Utah for at least six consecutive months immediately before the commencement of this proceeding

5. Pursuant to UTAH CODE ANN. § 81-11-205, Petitioner is unaware of any other proceedings regarding custody of the children.

GROUNDS

6. Petitioner and Respondent were married on September 25, 2017, in Ogden, Weber County, State of Utah.

7. During the course of the marriage, the parties have encountered difficulties that have made the continuation of the marriage impossible.

8. That as a result of the aforesaid difficulties, the parties separated on or about August 1st, 2025.

CHILD CUSTODY AND PARENT-TIME

9. Three children were born as issue of this relationship and marriage, to wit: A.T., born 12/13/2012; S.T., born 04/17/2014; R.T., born 04/24/2018.

10. The Petitioner is expecting a child to be born approximately September, 2026. The Respondent is not the father of this child, and any presumption of paternity shall be rebutted. The name of the father of this child is Brady Menlove.

11. The parties are fit and proper parents to be awarded the joint legal custody of the children, subject to the parenting plan below.

12. The Petitioner shall be awarded primary physical custody of the children, with Petitioner's residence being the primary residence.

13. Respondent may exercise his parent-time as agreed upon by the parties. If said parent-time cannot be agreed upon by the parties, parent-time shall be determined pursuant to the standard parent-time as outlined in UTAH CODE ANN. §81-9-302, with Wednesday as his midweek parent-time.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mom	Mom	Mom (dad midwk-8:30)	Mom	Mom	Mom	Mom
Week 2	Mom	Mom	Mom (dad midwk-8:30)	Mom	Dad	Dad	Mom (at 7pm)

14. It shall be considered a substantial and material change in circumstances if and when the Respondent obtains suitable housing for the children, as well as the financial ability to care for them in an increased capacity.

a. The parties shall attend mediation before filing a petition to modify.

15. Exchanges will occur at school, when possible. When school is not in session, exchanges shall be curbside, at 9am, with the receiving parent providing transportation.

16. The parties shall be allowed virtual contact with the children at reasonable times, and for reasonable lengths of time.

17. In the event either party moves outside the state of Utah or more than 150 miles away, the parties shall be bound by the requirements outlined in UTAH CODE ANN §81-9-209.

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

PARENTING PLAN

19. Pursuant to UTAH CODE ANN §81-9-203, the parties shall utilize the following parenting plan:

a. Both parties shall have equal access to all records concerning the children; medical, school, counseling, etc.

b. The parties shall notify the other parent of all school programs, church events, extracurricular activities and sporting events that involve the children, which may include a shared calendar, or through direct message.

c. The parties shall notify the other parent of significant illnesses the children may have when they are at their individual homes.

d. The parties shall discuss any problems either one of them is experiencing with regards to disciplining the children.

e. The parties shall immediately advise the other parent of any changes in their address, telephone number or other information pertinent to communication.

f. The parent who has the children may make minor, day-to-day decisions regarding their care.

g. The parent who has the children at the time of emergency medical condition has the authority to make any decision regarding emergency medical care. The parties shall notify the other parent of the emergency as soon as possible.

h. In the event the parties have communication difficulties, the court may order them to utilize a parenting app such as Our Family Wizard.

i. Decision Making: all major decisions concerning the children, including health, education and general welfare, daycare, medical and dental treatment and therapy will be subject to the following procedure:

i. Identify the issue;

ii. Develop possible solutions;

iii. Choose the most sensible solution that considers the needs and interests of everyone involved.

iv. If the parties do not reach an agreement, the Petitioner shall have final decision making authority, subject to the Respondent's ability to request mediation, and bring the matter before the court.

j. Restraining Order: the parties are restrained as follows:

i. The parties shall have civil communication regarding the minor children.

ii. Communication shall primarily be written.

iii. The parties shall not harass, malign or defame the other. The parties shall not interfere with the lives or relationships of the other party, or with family members of the other party.

iv. The parties are mutually restrained from disparaging one another to the child(ren), alienating, or otherwise interfering with the other's relationship with the child; or allowing any third party to do so.

v. The parties shall not involve the minor children in the legal disputes of the parties, financial matters, parent time and/or custody. The parties shall not attempt to influence the children or the children's preferences with respect to issues of custody and/or parent time either by reward, punishment or guilt.

vi. The parties shall utilize a parenting app for all communications going forward.

vii. The parties shall not utilize corporal punishment in any way.

viii. The parties shall not allow a 3rd party to do anything that they are restrained from doing.

ix. The parties have an affirmative duty to remove the children from any environment or situation in which a 3rd party is engaging in such behavior.

SUPPORT PAYMENTS

20. It is reasonable and proper that Respondent be ordered to pay Petitioner child support of no less than the statutory amount per month as provided in UTAH CODE ANN §81-6-104 and 81-6-302.

21. Presently, Petitioner is unemployed, but shall be imputed an income of the minimum wage of $1,257.

22. Presently, Respondent is employed and earning, on information and belief, a gross monthly income of $2,643.00.

23. Based upon the parties' respective gross monthly incomes, and the uniform child support worksheet, Respondent shall pay to Petitioner the monthly sum of $772.00, effective as of August 1st, 2026, as and for child support, and continuing each month thereafter until a child attains the age of eighteen (18) years and graduates from high school with his or her regular class, if later, or otherwise becomes emancipated, at which time child support shall be re-computed given the remaining number of minor children. This amount corresponds to the child support guidelines.

24. The parties shall equally share all expenses for extracurricular activities for the minor children so long as the activity is agreed upon by each party in writing.

HEALTH CARE COSTS

25. Health Costs: The parties shall utilize UCA 81-6-208, in that:

a. The parents shall provide health insurance for the medical expenses of a child(ren) if health insurance is available to the parents at a reasonable cost.

b. The parents shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child(ren)'s portion of health insurance.

c. The parents shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses incurred for the child(ren), including co-payments, co-insurance, and deductibles.

i. The child(ren)'s portion of the premium is a per capita share of the premium actually paid.

ii. The premium expense for the child(ren) 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.

d. If, at any point in time, the child(ren) is covered by the health insurance plans of both parents, the health insurance plan of Petitioner shall be primary coverage for the child(ren) and the health insurance plan of Respondent shall be secondary coverage for the child. If a parent remarries and the child(ren) are not covered by that parent's health insurance plan but is covered by a step-parent's plan, the health 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 child(ren).

e. The parent maintaining health care coverage or insurance shall provide verification of coverage to the other parent upon initial enrollment of the child, and after initial enrollment on or before January 2 of each calendar year.

f. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or should have known of the change.

g. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

h. The court may deny a parent incurring medical expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with these provisions.

i. Proven expenses, timely provided, shall be reimbursed within 30 days of receipt.

CHILD CARE

26. The child support order shall require that each parent share equally the reasonable work-related, or occupational related, child care expenses of the parents.

27. If an actual expense for child care is incurred, the non-paying parent shall begin paying their share on a monthly basis immediately upon presentation of proof of the child care expense, but if the child care expense ceases to be incurred, that party may suspend making monthly payment of that expense while it is not being incurred, without obtaining a modification of the child support order.

28. A parent who incurs a child care expense shall provide written verification of the cost and identity of a child care provider to the other party upon initial engagement of the

provider and thereafter as requested by the other party. The party shall notify the other party of any change of child care provider or change in the monthly expense of child care within ten (10) calendar days of the date of the change.

29. The court may deny a parent incurring medical expenses the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with these provisions.

30. Proven expenses, timely provided, shall be reimbursed within 30 days of receipt.

ALIMONY

31. The parties are both physically capable of supporting themselves and alimony shall not be awarded to either party.

REAL PROPERTY

32. During the course of the marriage the parties have not acquired any interest in real property.

PERSONAL PROPERTY

33. During the course of the marriage, the parties acquired various items of personal property.

34. Each party is awarded the personal property in their possession as of the signing of the Stipulated Petition.

DEBTS AND OBLIGATIONS

35. The parties have not acquired marital debts and obligations to third parties during the course of the marriage.

36. Each party is awarded any debt in their name alone.

37. The responsible party shall hold the non-responsible party harmless on any debt or obligation associated with the debt.

38. The parties shall each be restrained from incurring any debt in the name of the other party.

NOTICE TO CREDITORS

39. Pursuant to UTAH CODE ANN §§15-4-6.5, 81-3-105, the parties are required to provide a copy of their final Decree of Divorce to all joint creditors for any outstanding obligations that are included in their Decree of Divorce.

Therefore, each party shall:

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

b. Notify the joint creditor of the current address for each party;

c. Inform the joint creditor that each party is entitled to receive individual statements, notices and correspondence required by law or by the terms of the contract and also inform the creditor that no negative credit report or other exchange of credit history or repayment practices may be made regarding the joint obligation because of non-payment by the party required to pay the debt unless the creditor has first made a demand for payment on the party who is not required to pay the debt.

FINANCIAL ASSETS

40. Each party shall be awarded their respective financial accounts, including all retirement accounts, free and clear of any claim by the other party.

MINOR'S TAX DEPENDENCY STATUS

41. The parties shall alternate claiming the children for tax purposes, with Petitioner claiming the children for even tax years, and the Respondent claiming the children for odd tax years.

42. Pursuant to Utah Code Ann §81-6-210, the Respondent shall not be allowed to claim the children if he is in child support arrears at the end of the year. Petitioner has an affirmative duty to inform the Respondent if she believes he is in arrears.

TAX FILING

43. Petitioner and Respondent shall file their taxes separately for all outstanding and future tax years.

ATTORNEY'S FEES AND COSTS

44. Each party shall be awarded any attorney's fees and costs they may have accrued in this action.

MISCELLANEOUS PROVISIONS

45. Each party is ordered to take any action or to execute and deliver to the other party such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

46. Respondent shall be entitled to change her last name, should she so desire.

JUDGE'S SIGNATURE APPEARS AT TOP OF FIRST PAGE.

RULE 7 NOTICE TO RESPONDENT

Pursuant to Rule 7 of the Utah Rules of Civil Procedure, the undersigned will submit the foregoing to the Judge of the above-entitled Court for signature, upon the expiration of seven (7) days from the date this Decree of Divorce is emailed to you, or upon written objection.

DATED this 21st day of October, 2026.

/s/ Christopher Evans
_____
Christopher Evans
Attorney for Petitioner

DATED this 21st day of October, 2026

Approved as to form and content:

/s/ Ty Tippets (w' permission via email)
Ty Tippets
Respondent

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of October, 2026, I sent the above to the following people via email:

Ty Tippets
Respondent
ty-tippets@hotmail.com

/s/ Christopher Evans
_____