The Order of the Court is stated below:
Dated: November 10, 2026 10:37:18 AM **/s/** JENNIFER VALENCIA
District Court Judge

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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: KASSANDRA ELLINGSON, Petitioner and SHAWN ELLINGSON, Respondent	**DECREE OF DIVORCE** Case No: 264701375 Judge Valencia Commissioner Wilson

The Parties signed a Settlement Agreement on the 3rd day of October, 2026. The Court having reviewed the Petitioner's Declaration of Jurisdiction and Grounds in support of the Decree of Divorce as well as the Settlement Agreement 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:**

DECREE OF DIVORCE

1. 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.

VENUE

2. Kassandra is a resident of Davis County, State of Utah, and has been for more than three months prior to the filing of this matter.

3. The parties were married on June 18, 1998.

4. During the course of the marriage the parties have experienced irreconcilable differences, and the parties should be awarded a Decree of Divorce.

CHILDREN AND PARENTS

5. There is one minor child: KAE, DOB 01/28/2010, age 16.

6. The parties are the legal mother and legal father of the child.

JURISDICTION

7. The Utah Second District Court has proper jurisdiction over this matter.

8. Davis County, Farmington District, is the proper venue for this action.

9. The child resides in Utah and has done so for more than six (6) months.

10. Utah has jurisdiction over the custody and parent-time issues in this case because Utah is the home state of the child under Utah Code.

11. There are no proceedings in any court of law or governmental agency for custody, parent-time or visitation concerning the child which have been filed, or are pending, or have been completed with an order.

12. There are currently no juvenile court proceedings against or involving the child.

13. There is not any person who is not a party to these proceedings who has physical custody of the child and who claims to have custody, child support, and/or parent-time or visitation rights with respect to the child.

LEGAL CUSTODY

14. The parties should be awarded joint legal custody of the child.

a. Decision-making:

i. Each of the Parents is empowered to make routine day-to-day and emergency decisions affecting the health or safety of the child without the consent of the other. That said, the parent exercising parent-time during an emergency shall inform the other parent of the emergency as soon as possible after learning of the emergency and advise and consult with the other parent regarding emergency medical treatment of the child.

ii. It is anticipated that parental decisions shall be required for major decisions, including but not limited to educational, medical, and religious issues in raising the child.

iii. If and when a major issue arises, Mother may make the decisions and she shall keep Father reasonably informed of the decisions.

b. For emergency purposes, whenever the child travels with either parent, all of the following shall be provided to the other parent: (a) an itinerary of travel

dates; (b) destinations; (c) places where the child or traveling parent can be reached; and (d) the name and telephone number of an available third person who would be knowledgeable of the child's location.

c. Communication:

i. Communication related to parenting between the Parents shall be honest, civil, factual, and aimed at maintaining a good parenting relationship.

ii. The Parents shall not use the child as a messenger but shall instead communicate with each other directly.

iii. The Parents shall communicate as they both feel comfortable; however, either Parent may limit communication to text at any time they choose.

iv. Each of the Parents shall be entitled to telephone/virtual communication with the child at reasonable times, frequency, and duration. Each of the Parents shall be entitled to virtual parent-time at reasonable times and for reasonable durations, and the other parent will not censor or otherwise interfere with such correspondence.

d. Restrictions:

i. The Parents shall not question the child about each other’s

personal relationships, financial spending, or otherwise use the child as a tool for discovery.

ii. The Parents shall not use the child as a confidante to counsel with about their own personal problems—especially if the problem is related to the other parent.

iii. The Parents shall not make negative or derogatory comments about each other or about the child's grandparents, significant other or other extended family members, to the child or within the child's range of hearing, including social media.

iv. The Parents shall not ask the child to lie for them or to keep something secret from the other parent.

v. The Parents will not use corporal punishment.

vi. The Parents shall not engage in any action that would estrange the child from the other parent or impair the child's love or respect for the other parent.

e. General Provisions:

i. Neither of the Parents shall have the right to micro-manage each other's day-to-day care and control of the child while the child is residing with that parent, nor shall either parent have the right to interfere with the other parent's parent-time.

ii. The Parents shall be flexible in adjusting the schedule to allow for family reunions, funerals, weddings, birthday celebrations, and other meaningful religious or secular gatherings. Flexibility does not require that the other parent adjust their parent-time if something is already planned, and it is encouraged that the requesting party offer make-up parent-time when making the request—doing so will encourage trading favors and cooperation.

iii. Each Parent shall exchange information concerning the health, education, and welfare of the child.

iv. Each Parent shall inform the other of all major activities/events the child will be participating in as soon as reasonably possible so the other parent will have the opportunity to attend the activity or special event.

v. Each of the Parents shall have access to educational and health care records of the child.

vi. Each of the Parents shall be listed as contacts/emergency contacts at the child's school, the child's healthcare providers, and with the child's extracurricular activity programs.

vii. The parents shall be responsible to ensure the child's timely arrival and attendance at school on their parent time days. The parents

are responsible to ensure that all schoolwork, including projects, assignments and homework is completed and timely turned in on their parent time days.

viii. Neither party shall expose the child to any age-inappropriate materials, including pornography of any type.

ix. Good Faith. The Parents shall exercise good faith and fair dealing in the performance and enforcement of this parenting plan.

PHYSICAL CUSTODY

15. Mother shall have primary physical custody. Parent-time shall be as the parties can agree. If they cannot agreement, then parent-time shall be equal parent-time pursuant to ¶81-9-302, including the holiday schedule and extended parent-time outlined therein.

16. Notwithstanding, the parties recognize that the child is of sufficient age and maturity to determine where she would like to spend her overnights between the parents. The parties will respect the child's preference regarding parent-time.

a. For purposes of holiday scheduling only, Kassandra shall be the custodial parent and Shawn shall be the non-custodial parent. These designations are solely for purposes of designating holiday parent-time and are not intended to affect the respective rights and privileges of the parties as otherwise set forth herein.

i. The parties shall not include the following holidays in their holiday parent-time schedule: Juneteenth; Veterans Day; and Columbus Day.

17. Kassandra shall be entitled to make the first designation of summer extended parent-time in even-numbered years and Shawn shall be entitled to make the first designation in odd-numbered years. Each designation shall be made in writing to the other party, with the party having priority notifying the other party by May 1st of the dates for extended parent-time, and the other parent giving notice by May 15 each year. Failure to provide proper notice does not result in forfeiture of summer parent-time; rather, the compliant parent may choose the weeks for the non-compliant parent.

18. The child has her own vehicle and it is anticipated that she will transport herself to/from parent-time.

INCOMES AND CHILD SUPPORT

19. Kassandra is employed and her income is $10,052 per month.

20. Shawn is employed and his income is $6,750 per month.

21. Based upon the sole physical custody child support calculator, the child support amount is $581 per month beginning October 1, 2026.

22. Child support for a child shall continue until the child becomes 18 years of age or graduates from high school during the child's normal and expected year of graduation, whichever occurs later, or if the child dies, marries, becomes a member of the armed forces of the United States, or is emancipated.

CHILD CARE

23. Due to the age of the child, childcare is not anticipated. If either party utilizes paid

childcare, that party shall be solely responsible for the associated costs.

CHILD HEALTH CARE

24. Pursuant to Utah Code Annotated 78B-12-212, whichever parent can obtain medical, hospital, vision, and dental care insurance ("Insurance") for the child at the most reasonable cost with the best coverage shall obtain and maintain said Insurance for the child.

25. If a parent marries and the child is not covered by that parent's Insurance but is covered by a stepparent's plan, the Insurance of the stepparent shall be treated as if it is the Insurance of the married parent and shall retain the same designation as the primary or secondary plan of the child.

26. The parties shall divide equally the child's portion of the monthly Insurance premium actually paid by a party for the child's portion of the Insurance on a per capita basis.

27. The parties shall divide equally all reasonable and necessary out-of-pocket medical, dental, accident, hospital, optical, psychotherapeutic, orthodontic expenses, including all deductibles and copayments incurred for the child's benefit and actually paid by a party.

28. Both parties shall equally share all reasonable and necessary uninsured and unreimbursed medical and dental expenses, including deductibles, coinsurance, and copayments, incurred for the child, and actually paid by a party.

29. The party who incurs a health care expense should provide written verification of the cost and payment of those health care expenses to the other party within thirty (30) days of payment.

30. The reimbursing party shall have thirty (30) days from receipt of verification of health

care expenses and proof of payment to reimburse the other party his or her half of the health care expenses.

31. A party incurring a health care expense may be denied the right to receive credit for the expenses or to recover the other party's share of the expenses if that party fails to comply with this order.

32. The party maintaining the coverage shall provide verification of coverage to the other party on or before January 2 of each year or within thirty (30) days of any change of coverage.

TAX DEDUCTION

33. Kassandra will claim the child in even-numbered years, and Shawn will claim the child in odd numbered years.

EXTRACURRICULAR ACTIVITIES

34. The parties recognize that the child is currently involved in band, color guard, and, music (harp, piano) lessons. The parties agree that the child should be allowed to continue with these activities to the level she desires.

PERSONAL PROPERTY

35. All personal property shall be divided as set forth below.

ITEM	**PARTY RECEIVING ITEM**
Kassandra's personal belongings and effects, and items received via gift or inheritance	Kassandra
Shawn's personal belongings and effects, and items received via gift or inheritance	Shawn
GMC Acadia	Kassandra, together with all equity therein.

	If necessary, the parties shall promptly sign necessary title documents to have the vehicle put into Kassandra's name only.
Toyota 4-Runner	Shawn, together with all equity therein. If necessary, the parties shall promptly sign necessary title documents to have the vehicle put into Shawn's name only.
All remaining personal property not identified herein	As the parties can agree. If they cannot agree, they shall attend mediation in an effort to divide the remaining personal property equitably and split the costs of mediation evenly.
Volkswagen Jetta	This vehicle is being driven by the minor child and the parties desire for the child to continue to use this vehicle. If necessary, the parties shall promptly sign necessary title documents to have the vehicle put into Kassandra's name only.

36. To the extent necessary, the parties shall sign all documents and titles necessary to have the property identified above put into the name of the party awarded the property.

37. Kassandra shall ensure that the minor child has auto insurance through her auto insurance policy. The parties shall evenly divide the costs of the child's share (including the child as driver and the child's vehicle) of the auto insurance until the child turns 18 years old.

DEBTS AND OBLIGATIONS

38. There are no known marital debts.

39. To the extent any debt exists, the parties' debt shall be handled as follows:

a. Each party should be responsible for any debt he or she incurred prior to the marriage and after the parties' separation.

b. Each party is responsible for the debt in his or her own name.

c. Each party shall indemnify and hold the other party harmless from any and all debts he or she is responsible to pay.

d. Neither party shall use the credit, name, likeness, or identity of the other party to incur debt, open an account, or for any other reason.

REAL PROPERTY

40. The parties own a home located at 734 North Fox Hunter Dr., Farmington, UT 84025 ("Property"). Shawn has already vacated the Property. Kassandra is awarded sole use and possession of the Property, subject to Shawn's equitable interest in the Property. Shawn shall turn over all keys and garage openers at the time of the signing of the Settlement Agreement.

41. Kassandra shall be responsible for all expenses related to the Property, including mortgage/HELOC, utilities, upkeep, and so on.

42. Within ninety (90) days of the signing of the Settlement Agreement, Kassandra will pay Shawn is Equitable Interest in the property in the amount of three hundred thousand dollars ($300,000). Shawn recognizes that an equity loan with AFCU was taken out on the Property in October 2025 and that he received $100,000 from that loan. Kassandra shall continue to make

payments on and be responsible for the AFCU loan as part of Shawn's Equitable Interest in the Property. Shawn shall cooperate in removing his name from the deed in the property as may be directed by Kassandra:

ALIMONY

43. Neither party is awarded alimony.

RETIREMENT AND FINANCIAL ACCOUNTS

44. The parties have certain retirement accounts (401(k), IRA, TSP, etc) and/or investment accounts in their own respective names.

a. Kassandra is entitled to all retirement accounts in her own name free and clear of any claim by Shawn.

b. Shawn is entitled to all retirement accounts in his own name free and clear of any claim by Kassandra.

45. Kassandra is awarded all the funds in her personal bank accounts, if any.

46. Shawn is awarded all the funds in his personal bank accounts, if any.

47. There are no known joint financial accounts. To the extent any such account may later be discovered, the same shall be divided and closed.

48. All other accounts, to the extent any exist, should be awarded to the party whose name is on the account.

MISCELLANEOUS

49. Both parties should be ordered to sign and fully execute whatever documents are

necessary for the implementation of the provisions of their Decree of Divorce. Should a party fail to execute a document within sixty (60) days of the entry of their Decree of Divorce, the other party m ay bring an Order to Show Cause at the expense of the disobedient party and ask that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party.

50. Kassandra should be restored to her maiden name, Williams, if she so desires.

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

APPROVED AS TO FORM:

/s/ Shawn Ellingson (signed via Docusign, on file)
Respondent

Date: 10/29/2026