

Zachary J Davies
Name
762 E 8125 S
Address
Sandy, Utah 84094
City, State, Zip
801-509-8813
Phone
zach@wadsbro.com
Email

In the Court of Utah

THIRD Judicial District SALT LAKE County

Court Address 450 SOUTH STATE STREET, SALT LAKE CITY, UT 84114

In the Matter of (select one)

☒ the Marriage of (for a divorce with
or without children, annulment,
separate maintenance, or
temporary separation case)

Zachary J Davies
(name of Petitioner)

and

Autumn F Davies
(name of Respondent)

Other parties (if any)

Divorce Decree

264902163

Case Number

James Gardner

Judge

Kim Luhn

Commissioner (domestic cases)

The court decrees:

Divorce

1. Zachary J Davies is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Zachary J Davies. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Zachary J Davies** and **Autumn F Davies** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Cole Davies**

Date of Birth: **Dec 7, 2021**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Cole Davies**

Date of Birth: **Dec 7, 2021**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Dec 7, 2021**

Address: **762 E 8125 S, Sandy, Utah 84094 United States**

(1).

Caretaker at this address: **Zachary Davies**

Caretaker current address: **762 E 8125 S, Sandy, Utah 84094 United**

States

(2).

Caretaker at this address: **Autumn Davies**

Caretaker current address: **762 E 8125 S, Sandy, Utah 84094 United**

States

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Zachary J Davies** and **Autumn F Davies's** minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Zachary J Davies** and **Autumn F Davies** have physical custody of our child(ren),

and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Zachary J Davies** and **Autumn F Davies**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that **Autumn F Davies** be awarded Sole Legal and Sole Physical custody **Zachary J Davies** should have parent-time at reasonable times and places.

The parents will follow a custom parent-time schedule.

a. **LEGAL CUSTODY** Respondent (Autumn) shall have sole legal custody and final decision-making authority regarding all matters affecting the minor child, including but not limited to education, healthcare, religious upbringing, and extracurricular activities. Respondent shall consult with Petitioner (Zachary) on all major decisions and give meaningful consideration to his input; however, in the event of a disagreement, Respondent shall have the final decision-making authority. **PHYSICAL CUSTODY** The minor child shall reside primarily with Respondent (Autumn), who shall have sole physical custody pursuant to Utah Code Ann. §81-6-301. Petitioner (Zachary) shall exercise parent-time as defined in this Parenting Plan. Parenting time shall ensure frequent and continuing contact between the child and Petitioner (Zachary), consistent with the child's best interests. **BASE PARENTING TIME ROTATION WEEKEND ROTATION:** Petitioner (Zachary) shall have parenting time with the minor child every other weekend. Pickup shall be at 5:00 p.m. on Friday, with return to Respondent's residence by 4:00 p.m. on Sunday. **LATE ARRIVAL ALTERNATIVE:** In the event Petitioner is unable to pick up the child by 5:00 p.m. on Friday, Petitioner shall notify Respondent at least one (1) day in advance, and the weekend visitation shall instead begin on Saturday morning. **MID-WEEK VISIT:** During the week preceding Petitioner's scheduled weekend, Petitioner may have a mid-week dinner visit with the child on Wednesday from 5:00 p.m. to 7:00 p.m., provided Petitioner is available and provides reasonable advance notice. **TRANSPORTATION:** Petitioner shall be responsible for all pickup and drop-off transportation. **SUNDAY RETURN:** The parties agree that the 4:00 p.m. Sunday return time shall be maintained as consistently as possible to allow the child adequate time to reintegrate at Respondent's home before the school week begins. **CHILD'S PREFERENCE:** If the child expresses

a desire not to attend a scheduled visit, the parties shall communicate and may mutually agree to modify that specific visit, with the understanding that this does not constitute a waiver of future parenting time. **Modification Provisions:** The parties acknowledge and agree that this parenting time arrangement may require modification based on the child's emotional, psychological, and social development, changes in either parent's work schedule, relocation, academic needs, or other relevant circumstances. Any modifications shall be made by mutual written agreement or through mediation.

FOR CHILDREN UNDER 5 MONTHS OF AGE (Utah Code 81-9-304):

Weekly: Three two-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 5 MONTHS TO UNDER 9 MONTHS OF AGE:

Weekly: Three three-hour visits every week in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

Holidays: Two hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table in the home of the custodial parent, an established child-care setting, or other environment familiar to the child, unless the parents agree otherwise.

FOR CHILDREN 9 MONTHS TO UNDER 12 MONTHS OF AGE:

Weekly: One 8 hour visit every week and one 3 hour visit every week.

Holidays: Eight hours on each of the noncustodial parent's holidays indicated below in the Special Occasion table, and

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 18 MONTHS TO UNDER 3 YEARS OF AGE:

Midweek: One weekday evening from 5:30 p.m. to 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to

the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. Friday until 7:00 p.m. Sunday.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two one-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one week shall be uninterrupted time for the parent granted the extended parent-time;
- b. the remaining week shall be subject to weekday parent-time for the custodial parent on the same day as the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical one-week period of uninterrupted time for vacation.

Notification of extended parent-time or vacation weeks with the child shall be provided at least 30 days in advance to the custodial parent.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

FOR CHILDREN 3 YEARS TO UNDER 5 YEARS OF AGE (81-9-304):

Midweek: One weekday evening from 5:30 - 8:30 p.m. to be specified by the noncustodial parent. However, if the child is being cared for during the day outside the child's regular place of residence, the noncustodial parent may, with advance notice to the custodial parent, pick up the child from the caregiver at an earlier time and return the child to the custodial parent by 8:30 p.m.

Alternate Weekends: Alternative weekends beginning on the first weekend after the entry of the decree from 6:00 p.m. on Friday until 7:00 p.m. on Sunday continuing.

Holiday Parent-time: Holidays as specified below in the Special Occasion table.

Extended Parent-time: Two two-week periods, separated by at least four weeks, at the option of the noncustodial parent;

- a. one two-week period shall be uninterrupted time for the parent granted the extended parent time;
- b. the remaining two-week period shall be subject to an equal amount of weekday parent-time that the parent exercising the extended parent-time has during the other weeks of the year; and
- c. the custodial parent shall have an identical two-week period of uninterrupted time for

vacation.

A parent shall notify the custodial parent at least 30 days in advance of extended parent-time or vacation weeks.

Electronic Communication: Brief telephone contact and/or virtual parent-time at least two times a week, at reasonable hours and for reasonable duration. Virtual parent time may be exercised if the equipment is reasonably available and the parents reside at least 100 miles apart, provided that if the parties cannot agree on whether the equipment is reasonably available, the court shall decide whether the equipment for virtual parent-time is reasonably available, taking into consideration the best interest of the child, each parent's ability to handle any additional expenses for virtual parent-time; and any other factors the court considers material.

Parent-time for special occasions

8. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period Starts and ends	Years the parent is granted holiday	Years the parent is granted holiday
Holiday	Period	Noncustodial Years	Custodial Years
Christmas Eve	(1) Holiday begins on December 24th at 4 p.m. (2) Holiday ends on December 24th at 9 p.m. (3) The parties shall coordinate pickup and return times to ensure the child can enjoy meaningful time with each parent during the Christmas holiday. (4) Petitioner (Zachary) shall have the child on Christmas	Every Year	

Holiday	Period	Noncustodial Years	Custodial Years
	Eve.		
Christmas Day	(1) Holiday begins on December 24th at 9 p.m. (2) Holiday ends on December 25th at 9 p.m. (3) CHRISTMAS: Respondent (Autumn) shall have the minor child on Christmas morning every year. (4) The parties shall coordinate pickup and return times to ensure the child can enjoy meaningful time with each parent during the Christmas holiday. Every other year, the minor child shall travel to Utah for visitation with Petitioner around the Christmas holiday. The visitation options shall be: (a) Visitation in Utah from the date Christmas Break begins through December 22nd; or (b) Visitation in Utah from December 28th through New Year's Day. Respondent shall be responsible for the cost of both airline tickets and shall fly with the child, staying locally at her own expense.		

All OTHER HOLIDAYS The parties shall

Holiday	Period	Noncustodial Years	Custodial Years
	communicate and mutually agree on scheduling for all other holidays, including but not limited to Thanksgiving, Independence Day, Labor Day, Memorial Day, and school breaks. The parties shall strive for equitable distribution of holiday time.		
Mother's Day & Fathers Day	The child shall spend Father's Day with Petitioner and Mother's Day with Respondent each year, regardless of the regular parenting time schedule.		
Summer Break	SUMMER VISITATION: Petitioner (Zachary) shall have one (1) week of visitation with the minor child in Utah during the summer, at a time of Petitioner's choosing. Petitioner shall communicate his chosen week to Respondent no later than April 1st of each year. Respondent shall fly with the child to Utah and shall be responsible for the cost		

Holiday	Period	Noncustodial Years	Custodial Years
	of both airline tickets. Respondent shall stay locally at lodging of her own choice and expense, and shall fly back to her home location with the child at the conclusion of the visit. This travel arrangement shall remain in effect until the child is of sufficient age to fly unaccompanied.		
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) 3. COLE'S BIRTHDAY: Both parties agree it is important for the child to see both parents on his birthday. The parties shall coordinate to ensure both parents have meaningful time with the child on his birthday each year.	Even years	Odd years
Autumn F Davies's Birthday	Autumn F Davies will have parent-time each year on Autumn F Davies's birthday from 3:00 p.m. until the following morning when Autumn F Davies delivers the child to school, or 8:00 a.m. if there is no school.		All years

Holiday	Period	Noncustodial Years	Custodial Years
	Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Noncustodial parent's Birthday	Noncustodial parent will have parent-time each year on Noncustodial parent's birthday from 3:00 p.m. until the following morning when Noncustodial parent delivers the child to school, or 8:00 a.m. if there is no school. Birthdays take precedence over holidays and extended parent-time, except Mother's Day and Father's Day. Birthdays do not take precedence over uninterrupted parent-time if the parent exercising	All years	

Holiday	Period	Noncustodial Years	Custodial Years
	uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		
Holiday	Period	Noncustodial Years	Custodial Years
Easter	2. EASTER: Petitioner's (Zachary Davies) family tradition involves traveling to Fillmore, Utah for Easter weekend. Petitioner (Zachary Davies) shall have the child for Easter weekend on alternating years, with the specific schedule to be coordinated between the parties.	Even	Odd

Parent-time transfers

9. Pick-up and drop-off ("transfers") of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

10. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

11. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Education plan

12. The school the children will attend is based on **Autumn F Davies's** home residence.
13. Zachary J Davies and Autumn F Davies has authority to check the children out of school. Zachary J Davies and Autumn F Davies has access to the children during school. If the parents cannot agree, education decisions will be made by Autumn F Davies.

Communication with each other

14. Parents will communicate with each other by any method.

Communication with the children

15. The parents agree they will:
- provide age-appropriate help to the children to communicate with the other parent.
 - give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.
16. Parents and children may communicate with each other whenever the children choose.
- By any method
17. Other terms about communication with the children: **First Right of Refusal: During their respective parenting time, if either parent is unable to personally care for the minor child for a period of three (3) hours or longer, they shall provide the other parent with the first right of refusal to assume care of the child during such time. The offering parent must notify the receiving parent via text message or email with reasonable advance notice. The receiving parent shall respond within one (1) hour of receiving notice.**

Records and information sharing

18. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

19. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.
20. If the children will be travelling for more than **14** days, the parent arranging the travel will notify the other parent at least **20** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **10** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

21. A child care provider for our children must be:

A licensed child care provider.

A relative, friend, or neighbor.

Relocation of a parent

22. Neither parent may relocate with the minor children more than **149** miles from their current residence without a written agreement signed by the parties or further court order.

23. Other terms about relocating: **RELOCATION VISITATION SCHEDULE SUMMER**

VISITATION: Petitioner (Zachary) shall have one (1) week of visitation with the minor child in Utah during the summer, at a time of Petitioner's choosing.

Petitioner shall communicate his chosen week to Respondent no later than April

1st of each year. Respondent shall fly with the child to Utah and shall be

responsible for the cost of both airline tickets. Respondent shall stay locally at

lodging of her own choice and expense, and shall fly back to her home location

with the child at the conclusion of the visit. This travel arrangement shall remain in

effect until the child is of sufficient age to fly unaccompanied. CHRISTMAS

VISITATION (ALTERNATING YEARS): Every other year, the minor child shall travel

to Utah for visitation with Petitioner around the Christmas holiday. Options: (a)

Christmas Break begins through December 22nd; or (b) December 28th through

New Year's Day. Respondent shall be responsible for the cost of both airline

tickets and shall travel with the child, staying locally at her own expense.

PETITIONER'S VISITS TO CHILD'S HOME LOCATION: Petitioner may visit the

minor child up to four (4) times per year, plus one (1) additional visit for the child's

birthday. Petitioner shall be responsible for his own airfare and local lodging. Each

visit shall not exceed five (5) days. Petitioner shall provide at least two (2) weeks'

advance written notice. EASTER VISITATION (ALTERNATING YEARS): If the minor

child desires, he may travel to Utah for Easter Weekend visitation with Petitioner

every other year. Petitioner shall be responsible for the child's airfare. Respondent

shall travel with the child at her own expense and shall stay locally and travel back

with the child at the conclusion of the visit.

24. If either parent lives more than 149 miles away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by the parties as follows: **The parties agree that Respondent (Autumn) may relocate**

with the minor child to the State of Kentucky or any other location. Both parties

have agreed at the time of divorce that relocation would be permitted. Respondent

shall provide Petitioner with at least sixty (60) days' written notice (email shall

suffice) prior to any relocation, including the new address and anticipated move

date. Upon relocation, the parties shall negotiate a revised parenting time

schedule. If the parties cannot agree on a revised schedule, they shall attend mediation before pursuing litigation. In the absence of a mutual agreement, the Utah statutory long-distance parenting time schedule shall serve as the default.

VISITATION SCHEDULE IF AUTUMN AND COLE RELOCATE 1. SUMMER

VISITATION: Petitioner (Zachary) shall have one (1) week of visitation with the minor child in Utah during the summer, at a time of Petitioner's choosing. Petitioner shall communicate his chosen week to Respondent no later than April 1st of each year. Respondent shall fly with the child to Utah and shall be responsible for the cost of both airline tickets. Respondent shall stay locally at lodging of her own choice and expense, and shall fly back to her home location with the child at the conclusion of the visit. This travel arrangement shall remain in effect until the child is of sufficient age to fly unaccompanied. **2. CHRISTMAS VISITATION (ALTERNATING YEARS):** Every other year, the minor child shall travel to Utah for visitation with Petitioner around the Christmas holiday. Options: (a) Christmas Break begins through December 22nd; or (b) December 28th through New Year's Day. Respondent shall be responsible for the cost of both airline tickets and shall travel with the child, staying locally at her own expense. **3. PETITIONER'S VISITS TO CHILD'S HOME LOCATION:** Petitioner may visit the minor child up to four (4) times per year, plus one (1) additional visit for the child's birthday. Petitioner shall be responsible for his own airfare and local lodging. Each visit shall not exceed five (5) days. Petitioner shall provide at least two (2) weeks' advance written notice. **4. EASTER VISITATION (ALTERNATING YEARS):** If the minor child desires, he may travel to Utah for Easter Weekend visitation with Petitioner every other year. Petitioner shall be responsible for the child's airfare. Respondent shall travel with the child at her own expense.

25. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

26. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

END OF PARENTING PLAN

Income: Petitioner (Zachary J Davies) (Utah Code 81-6-203)

27. **Zachary J Davies's** gross monthly income for child support purposes is **\$15000**. **Zachary J Davies** base child support amount using the **sole** custody calculation is **\$1291**. **Zachary J Davies** receives the following gross monthly income:

- a. **Zachary J Davies** is employed at **Wadsworth Brothers Construction**. **Zachary J Davies** earns **\$15000** gross (pre-tax) monthly income working a 40-hour a week job or less.

Income: Respondent (Autumn F Davies) (Utah Code 81-6-203)

28. **Autumn F Davies's** gross monthly income for child support purposes is **\$7500**.

Autumn F Davies receives the following gross monthly income:

- a. **Autumn F Davies** is employed at **J-U-B Engineers**. **Autumn F Davies** earns **\$7500** gross (pre-tax) monthly income working a 40-hour a week job or less.

29. The adjusted gross monthly income for **Autumn F Davies** is **\$7500**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

30. **Zachary J Davies** believes the guideline amount for child support is unjust, inappropriate, or not in the best interest of our children for the following reasons:

The reason(s) for deviation are The parties have agreed to an increased amount of child support at \$2,000.00 per month, which includes the base child support of \$1290 per month plus an additional \$710 per month to cover all of the minor child's education and daycare tuition costs, extracurricular activities, logistical expenses, and other child-related costs..

31. It is in the best interest of the children that **Zachary J Davies** be ordered to pay child support to **Autumn F Davies** as follows:

- a. **\$2,000.00** per month. This deviates from the Utah Uniform Child Support Guidelines.
- b. Unless the Court orders otherwise, support for each child ends when:
- a child turns 18 or has graduated from high school during the child's normal and expected year of graduation, whichever occurs later, or
 - a child dies, marries, becomes a member of the United States armed forces, or is emancipated (Utah Code 78A-6-801).

32. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

33. Child support will be paid as follows:

Petitioner (Zachary) shall pay the total monthly child support obligation of \$2,000.00 to Respondent (Autumn). Payments shall be made on or before the first and fifteenth of each month in two equal installments of \$1,000.00 each. Payment shall be made by direct deposit, electronic transfer, or other mutually agreed-upon method. Both parties shall maintain records of all child support payments made and received. Child support shall commence on the first day of the month following entry of the Decree of Divorce and shall continue until the minor child

reaches the age of eighteen (18), graduates from high school during the normal and expected year of graduation, becomes emancipated, or is otherwise no longer eligible for child support under Utah law, whichever occurs last.

34. The issue of past-due child support may be decided by future court or administrative action.

35. **Zachary J Davies** will pay any ORS fees. If **Autumn F Davies** is the ORS applicant and the fees are withheld from payments to **Autumn F Davies**, **Zachary J Davies** will reimburse **Autumn F Davies**.

36. The parties must notify each other within 30 days of any change in their income.

37. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

38. **Autumn F Davies** may claim the parties' children as dependents/exemptions for tax purposes.

a. Respondent (Autumn) shall claim the minor child as a dependent for federal and state income tax purposes each year. Each party shall notify the other party in writing no later than January 31 of each calendar year confirming their intent to claim or release the dependency exemption for the applicable tax year.

Child health care (Utah Code 81-6-208)

39. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

40. Parents must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. Responsibility for child medical and dental expenses will be as follows:

b. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Zachary J Davies's** insurance will be primary coverage.
- **Autumn F Davies's** insurance will be secondary coverage.

c. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the

coverage will be as follows:

- **Zachary J Davies's** spouse's insurance will be primary coverage.
 - **Autumn F Davies's** spouse's insurance will be secondary coverage.
- d. Both parties will equally share the out-of-pocket costs of the insurance premiums.
 - e. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.
 - f. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.
 - g. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.
 - h. On or before January 2 of each year, the party ordered to maintain coverage must provide verification of coverage to the other party, and ORS, if they are involved.
 - i. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

41. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

All child care, daycare tuition, and extracurricular expenses are addressed within the agreed child support amount of \$2,000.00 per month. No additional child care cost allocation is required.

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

42. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

43. All personal property not addressed in the divorce should be divided as the parties have already divided it.

44. This other property will be divided as follows:

Petitioner (Zachary) purchased a recreational vehicle (RV) solely in his name during the marriage. Petitioner shall retain sole ownership and possession of the RV and shall be responsible for 100% of any remaining liability or debt associated therewith. Respondent (Autumn) waives any and all claims to the RV. Each party shall retain the personal property currently in their respective possession. Neither party shall make any claim to the personal property of the other.

Debts

45. The parties are not aware of any debts from the marriage. If any debts exist, each debt will be the responsibility of the party who incurred the debt.

Real property

46. The parties acquired the following real property during the marriage:

a.

Description: **Primary Home**

Address: **762 E 8125 S, Sandy, Salt Lake, Utah 84094 United States**

Tax ID: **2232157007**

Legal Description: **LOT 109, MARION VILLAGE PLAT A 4721-1041 5879-0588
6464-20647053-2113 7827-2203 9548-1703 09753-1360**

Date property acquired: **Jun 24, 2020**

Names on title: **Autumn Foushee**

Original cost: **\$395,000**

Current value: **\$597,600.00**

Property values estimated: **no**

Disposal: **The real property located at 762 East 8125 South, Sandy, Utah 84094, is and has always been titled solely in Respondent's (Autumn's) name. Respondent shall retain sole ownership of said property, including all equity therein. Petitioner (Zachary) waives any and all claims to said property.**

i.

Creditor: ,

Names on mortgage: **N/A**

Date mortgage acquired: **N/A**

Mortgage values estimated: **N/A**

This mortgage will be paid as follows after the divorce: **N/A**

b.

Description: **Wyoming Property**

Address: **29 Spruce Creek Court, Dubois, Wyoming 82513 USA**

Tax ID: **22-1324-231**

Legal Description: **29 Spruce Creek Cir, Dubois, WY 82513**

Date property acquired: **Apr 3, 2024**

Names on title: **Zachary Davies & Autumn Davies**

Original cost: **\$130,000**

Current value: **\$150,000.00**

Property values estimated: **no**

Disposal: **Petitioner (Zachary) shall retain sole ownership of the DuBois, Wyoming property. As consideration, Petitioner shall pay to Respondent the sum of Twenty-Four Thousand Three Hundred Seventy-Five Dollars (\$24,375.00), representing Respondent's investment in the property. Said**

payment shall be made within thirty (30) days of the entry of the Decree of Divorce. Upon receipt of payment, Respondent shall execute any and all documents necessary to transfer her interest in the DuBois property to Petitioner.

i.

Creditor: ,

Names on mortgage: **N/A**

Date mortgage acquired: **N/A**

Mortgage values estimated: **N/A**

This mortgage will be paid as follows after the divorce: **N/A**

Alimony

47. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

48. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

49. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **None**

Plan Name: **Principal 401(k)**

Plan Administrator: **Zachary**

Company Name: **Principal**

Address: **11 High Street, Des Moines, Iowa 50392.**

Date Opened: **Apr 1, 2005**

Plan Value: **\$1030000**

This plan is in the name of: **Zachary J Davies**

Divide as follows: **The entire account should be awarded to Zachary J Davies.**

b.

Account Number: **None**

Plan Name: **401 (k)**

Plan Administrator: **Autumn Davies**

Company Name: **The Standard**

Address: **1100 SW Sixth Ave, Portland, OR 97204**

Date Opened: **Apr 9, 2014**

Plan Value: **\$120000**

This plan is in the name of: **Autumn F Davies**

Divide as follows: **The entire account should be awarded to Autumn F Davies.**

Additional provisions

50. The parties will adhere to the following additional provisions:

a.

Additional Provision: **INSURANCE POLICIES** Each party shall separate all jointly held insurance policies within sixty (60) days of entry of the final Decree of Divorce and shall obtain individual coverage as needed.

b.

Additional Provision: **UTILITY AND SUBSCRIPTION ACCOUNTS** Each party shall establish individual utility accounts, subscriptions, and memberships in their own name within sixty (60) days of entry of the final Decree of Divorce. Each party shall be responsible for the cost of such accounts from and after the date of separation.

c.

Additional Provision: **PARENTING PHILOSOPHY** The parties enter into this Parenting Plan with the shared understanding and fundamental commitment that their roles as Mother and Father transcend the dissolution of their marriage. Both parties pledge to maintain and continuously improve their communication for the benefit of their child, Cole.

d.

Additional Provision: **EDUCATION AND RELIGIOUS PRACTICES** Respondent (Autumn) shall make all final decisions regarding the minor child's education and religious upbringing, after having conferred with Petitioner (Zachary) so that he has a voice in the decision.

e.

Additional Provision: **INTRODUCTION OF NEW SIGNIFICANT OTHERS**
WAITING PERIOD: Neither parent shall introduce the minor child to any new romantic partner for a minimum period of one (1) year following the date the Decree of Divorce is entered by the Court. **RELATIONSHIP DURATION REQUIREMENT:** Prior to introducing any new romantic partner to the minor child, the relationship must have existed for a minimum of one (1) year. **PRIOR**

NOTICE: Before introducing a new significant other to the minor child, the introducing parent shall notify the other parent in advance, providing information about the individual and the planned introduction.

TRANSPARENCY: Both parties commit to being transparent with each other regarding new significant others who will be introduced to or have contact with the minor child.

f.

Additional Provision: **DISPUTE RESOLUTION** The parties agree to attempt mediation before filing any motions with the Court to modify this Parenting Plan. Each party shall bear their own costs of mediation unless otherwise agreed.

Duty to sign documents

51. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

Name after divorce

52. **Autumn F Davies** changed her name when the parties married. **Autumn F Davies's** name will be **Autumn Donnelle Foushee** after the divorce. Judge's signature may instead appear at the top of the first page of this document

5/28/2026

Date

Signature



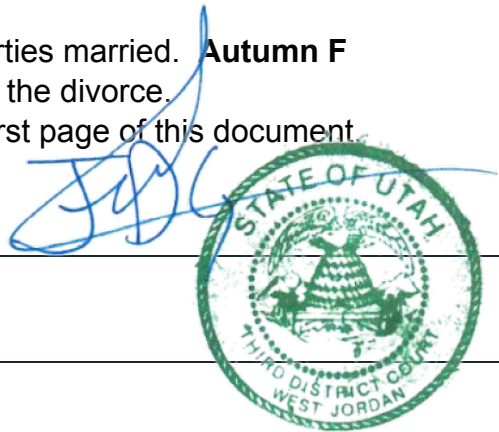
Judge

Signature



Date

Commissioner



Approved as to Form.

Other Party

Signature



Autumn F Davies

ID R6QLVgQk7U2YWccVKATSpZ3z

Other Party Autumn F Davies
Name _____

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

 a.

Name: **Autumn Davies**

Method of service: **Email**

Address:**afoushee@gmail.com**

Date of Service: 4/24/2026

4/24/2026

Date

Signature ►

Zachary J Davies

ID VZp1PEkh62vpmF6gHQDM48wR

Printed Name Zachary Davies

eSignature Details

Signer ID: VZp1PEkh62vpmF6gHQDM4BwR
Signed by: Zachary Davies
Sent to email: zach@wadsbro.com
IP Address: 69.27.11.250
Signed at: Apr 24 2026, 5:01 pm MDT

Signer ID: R6QLVgQk7U2YWccVKATSpZ3z
Signed by: Autumn Davies
Sent to email: afoushee@gmail.com
IP Address: 136.38.52.169
Signed at: Apr 27 2026, 9:20 pm MDT