The Order of the Court is stated below:
Dated: October 19, 2026 02:07:26 PM **/s/** LINDA JONES
District Court Judge

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IN THE THIRD DISTRICT COURT, SALT LAKE DEPARTMENT **SALT LAKE COUNTY, STATE OF UTAH**	
In the matter of the marriage of: Rhett William Davis, Petitioner, and Kathryn Elizabeth Davis, Respondent.	**Decree of Divorce** Civil No. 254904673 Judge Linda Jones Commissioner Joanna Sagers

This matter comes before the Court for entry of a Decree of Divorce. More than thirty days have passed since this matter was filed with the Court. On September 21, 2026, the parties, Petitioner Rhett William Davis ("Petitioner") and Respondent Kathryn Elizabeth Davis

("Respondent"), entered into a Stipulation ("Stipulation"), which was duly filed with this Court. The Stipulation settled all matters and issues arising from this divorce action. Having reviewed the filed documents, and based on the Findings of Fact and Conclusions of Law,

It is Hereby Ordered, Adjudged and Decreed:

The marriage contract heretofore existing between Petitioner and Respondent is hereby dissolved. This divorce is absolute and final immediately upon the signature of the Court and the filing by the Clerk.

The parties are awarded a Decree of Divorce upon the ground of irreconcilable differences which are sufficient grounds for divorce pursuant to Utah Code § 30-3-1(3)(h). The parties' attempts at reconciliation have been unsuccessful and no expectation exists that the parties shall resume a meaningful marital relationship.

1. **Residency:** The parties are both bona fide residents of Salt Lake County, and have been residents of Utah County for more than three months prior to the filing of this action.

2. **Jurisdiction and Venue:** Jurisdiction and venue are proper in this Court

3. **Marriage Statistics:** The parties were married on May 10, 2015 and are currently married. The parties separated on or around July 27, 2025.

4. **Grounds:** Since the marriage of the parties, irreconcilable differences have arisen, making it impossible for the marriage relationship to continue.

5. **Children:** There have been two children born of this marriage: G.D. – born July 2017; R.D. – born January 2019.

6. **Custody Jurisdiction:** The children have resided in Utah for at least six consecutive months immediately prior to the commencement of this proceeding, and Utah is the home state of the children. Utah has jurisdiction over the custody and parent issues in this case.

Minor Children

7. Neither party is receiving any public assistance for the benefit of the dependent children.

8. **Custody**: The Parties shall share physical custody of the minor children on a fourteen (14) day rotating schedule with Katie exercising custodial time for nine (9) of every fourteen (14) days and Rhett exercising custodial time for five (5) of every fourteen (14) days.

9. It is in the best interests of the minor children that the parties exercise joint legal custody over the minor children as outlined below. A parenting plan is included herein.

10. **Parent-Time**: The parties shall follow a repeating two-week rotating schedule for Rhett's parent time during the school year as set forth below:

Week 1	Rhett shall have overnight parent time beginning Thursday and ending Monday morning. Parent time shall begin on Thursday at school dismissal or at 2:30 p.m. if there is no school. Parent time shall end on Monday morning at school drop-off or at 9:00 a.m. if there is no school. For purposes of clarity, Rhett's Week 1 parent time includes four (4) overnights: Thursday, Friday, Saturday, and Sunday.
Week 2	Rhett shall have overnight parent time on Thursday. Parent time shall begin on Thursday at school dismissal or at 2:30 p.m. if there is no school. Parent time shall end on Friday morning at school drop-off or at 9:00 a.m. if there is no school. For purposes of clarity, Rhett's Week 2 parent time includes one (1) overnight: Thursday.

The above schedule shall repeat on an alternating two-week basis. For purposes of the Stipulation, "school drop-off" shall refer to the start of the child(ren)'s regularly scheduled school day. On days when the children do not have school, excluding holidays, parent time shall end at 9:00 a.m.

During the summer, the parties shall switch to a 50/50 schedule with exchanges happening every 7 days. The exchanges shall occur Monday mornings at 9:00 a.m. Each party

shall have the opportunity to have three weeks of uninterrupted parent time with the kids during the summer. Katie can participate in her annual Wisconsin trip with the children. If Katie chooses not to participate one year, it shall not prejudice her ability to participate in future years.

The above schedule shall begin upon entry of the final Divorce Decree.

11. **First Right of Refusal**: Each Party shall have a right of first refusal for after-school care and/or overnights during the other Party's parent time. The right may be exercised when the Party whose parent time it is ("Requesting Party") is unable to pick the child(ren) up from school and shall be unavailable for one (1) hour or more. If the Requesting Party shall be unavailable for less than one (1) hour, the Requesting Party may arrange for a third party to pick up and care for the child(ren) at his/her own discretion and expense, without triggering the other Party's ("Exercising Party") right of first refusal. The Exercising Party must notify the Requesting Party of his/her intent to exercise the right within twenty-four (24) hours of receiving notice of the Requesting Party's unavailability; otherwise, the Requesting Party may arrange alternative childcare at his/her own discretion and expense. Once the Exercising Party commits to exercising the right, the Exercising Party is responsible for the child(ren)'s care during that period and, if unable to fulfill the commitment, shall (a)

promptly notify the Requesting Party and (b) arrange and, if needed, pay for substitute childcare if the Requesting Party cannot resume care.

12. For recurring and predictable childcare needs (e.g., a recurring weekly obligation), the Exercising Party's right of first refusal must be exercised consistently and may not be exercised sporadically. The Exercising Party must commit to a minimum period of thirty (30) consecutive days of care, subject to renewal or withdrawal upon fourteen (14) days' written notice, during which the Exercising Party remains responsible for the child(ren)'s care or the cost of substitute childcare. If the Exercising Party declines or fails to exercise the right for recurring care, the Requesting Party may obtain childcare at his/her own cost.

13. If, for two consecutive thirty (30)-day periods, the Exercising Party declines and/or fails to fulfill his/her after-school right of first refusal, the Requesting Party may obtain regular childcare for the remainder of the applicable school year or summer at his/her discretion and cost.

14. **Holidays**: The holidays shall be as the parties agree. If the parties cannot agree the holidays shall be according to Utah Code § 81-9-303, as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	**Martin Luther King Jr. Holiday:** (1) Holiday begins (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering of the minor child to school on the day that school resumes.
Father	Mother	**President's Day:** (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Mother	Father	**Spring Break:** (1) Holiday begins at: (a) the time school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**Memorial Day:** (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends: (a) upon delivering the minor child to school on the day following Memorial Day; or (b) at 8 a.m. on the day following Memorial Day if there is no school.
Father	Mother	**Juneteenth National Freedom Day:** (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 5:30 p.m. on the day following Juneteenth National Freedom Day.
Mother	Father	**July 4th:** (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.
Father	Mother	**July 24th:**

		(1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.
Mother	Father	**Labor Day:** (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Mother	Father	**Fall Break:** (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day that school dismisses for fall break at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**Halloween:** (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.
Mother	Father	**Thanksgiving:** (1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends upon delivering the minor child to school on the day that school resumes.
Father	Mother	**First Half of Christmas Vacation, including Christmas Eve and Christmas Day:** (1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.
Mother	Father	**Second Half of Christmas Vacation:** (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends upon delivering the minor child to school on the day that school resumes after the winter break.
Father	Mother	**Child's Actual Birthday:** (1) Holiday begins at 3 p.m.

		(2) Holiday ends at 8:30 p.m.
Mother	Father	**The day before or after child's birthday:** (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.
Father	Father	**Father's Day**: (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m.
Mother	Mother	**Mother's Day:** (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m.
Father	Father	**Father's Birthday:** (1) Holiday begins at 6 p.m. on the day before Father's Birthday. (2) Holiday ends on Father's Birthday at 9 p.m.
Mother	Mother	**Mother's Birthday:** (1) Holiday begins at 6 p.m. on the day before Mother's Birthday. (2) Holiday ends on Mother's Birthday at 9 p.m.

15. **Transportation**: Exchanges shall occur as the parties can agree. If the parties cannot agree, the parent beginning their parent-time picks the children up from school/daycare and curbside when school is not in session. The parties shall be mindful of the importance of promptness when parent-time exchanges occur outside of the children's school/daycare.

16. If either party is unavailable to personally transport the children for a parent-time exchange, they may designate an appropriate and responsible person to provide said transportation. If a third party is providing transportation for the children, the parent who elected that individual shall immediately provide the other parent with that third party's name and contact information.

1. **Virtual Parent-Time**: Both parents shall allow and encourage the minor children

reasonable and unmonitored phone access to the other parent for a reasonable duration and at reasonable hours.

2. **Communication**: The parties are to communicate exclusively through the Our Family Wizard application.

3. **Address and Phone Number**: The parties shall keep each other informed of their address and telephone number at all times.

Child-Related Finances

4. **Child Support**: Katie is employed full-time and earns a gross monthly income of $9,930.00 for purposes of calculating child support. Rhett is self-employed full-time and earns a gross monthly income of $7,504.00 for purposes of calculating child support. The joint custody worksheet shall be used to calculate child support. In accordance with Utah Code § 81-6-204 and the joint custody worksheet, Rhett shall be ordered to pay child support to Katie for the parties' children in the amount of $583.00 per month.

a. The child support shall be paid, commencing the first of the next month after the Decree is entered, and until (1) a minor child reaches the age of majority or graduate High School in the expected year 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 in accordance with Utah Code § 80-7-102 et seq.

b. This child support may be submitted to and administered by the Office of Recovery Services (ORS).

c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code § 26B-9 parts 3 and 4. Any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payers.

d. Child support shall be paid in two increments each month; half on the 5th and half on the 20th of each month.

5. **Medical Insurance Coverage**: The party with the best coverage shall be ordered to maintain in force any and all health insurance for the minor children, when it is available at a reasonable cost and the insurance coverage is accessible to the children.

6. If at any time the children are covered by the insurance plans of both parents, Katie's plan shall be designated as primary coverage and Rhett's plan shall be secondary coverage for the children. Coverage for the children under both parties

(including step-parents) insurance is permitted only when (1) there is no additional cost to add the minor children to the insurance or (2) the parties both agree to the coverage.

7. If a parent remarries and their dependent child is not covered by their insurance, but is covered by the step-parent's plan, the step-parent's plan shall be treated as if it is the plan of the remarried parent and shall retain the same designation for primary or secondary insurance as described above.

8. If the court or an administrative agency must determine which parent shall be ordered to maintain insurance for medical expenses, the court or administrative agency may consider the:

a. Reasonableness of the cost;

b. Availability of a group insurance policy;

c. Coverage of the policy; and

d. Preference of the custodial parent.

9. The party who carries the insurance on the children shall provide verification of coverage to the other parent, or to the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., upon initial enrollment of the dependent children, and after initial enrollment on or before

January 2 of each calendar year. That party shall notify the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. Sec. 601 et seq., of any change of insurance carrier, premium, or benefits within 30 calendar days of the date the parent first knew or shall have known of the change.

10. **Medical Insurance Premiums**: Both parties shall share equally in the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid for the family and is calculated by dividing the premium amount by the number of persons covered under the policy, and multiplying the result by the number of minor children of the parties. The insurance premium shall be automatically added to or subtracted from the child support obligation above.

11. **Out-of-Pocket Medical Expenses**: Each party shall pay one-half of all reasonable and necessary health, optical, hospital, dental, orthodontic, psychological, and other medical expenses of the parties' minor children including, but not limited to: out-of-pocket costs actually paid by either parent for the minor children's portion of health, optical, hospital, dental, orthodontic, psychological, and other medical insurance coverage and all

reasonable and necessary uninsured health, optical, hospital, dental, orthodontic, psychological, and other medical expenses, including deductibles and co-payments, incurred for the dependent children and actually paid by either parent.

12. Either parent who incurs health, optical, hospital, dental, orthodontic, psychological, and other medical expenses for the parties' minor children shall provide written verification of the costs and payment for the expenses to the other parent within thirty (30) days of payment. The other parent shall reimburse them within thirty (30) days of receiving verification of payment. In addition to any other sanctions provided by the court, a parent incurring medical expenses may be denied the right to receive credit for the expense or to recover the other party's share of the expenses if that party fails to comply with this provision.

13. **Notice to Medical/Dental Expense Creditors**: Pursuant to Utah Code § 15-4-6.7, Utah Code § 81-3-105, and Utah Code § 81-4-501, when a court order has been entered providing for the payment of medical expenses of a minor child pursuant to Utah Code § 81-6-208, or an administrative order under Utah Code § 26B-9-224, a creditor who has been provided a copy of the order may not make a claim for unpaid medical

expenses against a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order, nor may the creditor make a negative credit report under Utah Code 70C-7-107, or report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange, regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by the parent under the order.

a. Each party shall send a copy of the Decree of Divorce to the creditor of the particular medical or dental expense of the minor children;

b. Notify the particular creditor of that party's current address; and

c. Inform the particular creditor that it may not make a claim for unpaid medical expenses against that party if that party has paid in full that share of medical and dental expenses required to be paid by that parent under the order and also inform the particular creditor that it may not make a negative credit report under Utah Code 70C-7-107 or a report of the debtor's repayment practices or credit history under Title 7, Chapter 14, Credit Information Exchange,

regarding a parent who has paid in full that share of the medical and dental expenses required to be paid by that parent under the order.

14. **Childcare**: Each party shall be responsible for obtaining and paying for childcare as each parent sees fit. Neither party is required to pay any portion for childcare that the other party obtains except as ordered by a court or as outlined above.

15. In the event the parties agree that childcare is needed, or is otherwise ordered by a court, each party shall be responsible and liable for one-half of the reasonable childcare costs (including afterschool care) actually incurred each month as a result of parties' work. Both parties' portions of these childcare costs shall be paid directly to the childcare provider in a timely manner. If a family member is providing childcare, then it shall be presumed that those services are being provided free of charge. The parties shall provide written verification of the cost and identity of the childcare provider to the other party, and shall promptly notify the other party of any changes.

16. **Taxes**: Each party shall claim one child as tax exemptions and be awarded any tax credits related to the child for the purpose of calculating their State and Federal income taxes.

Katie shall claim R.M.D. and Rhett shall claim G.K.D. For years in which there is only one minor child available to be claimed as dependent for the purposes of credits or exemptions, the parties shall alternate years wherein each may claim the extra child, with Katie claiming the extra child in odd years and Rhett claiming the extra child in even years.

17. Rhett's ability to claim the exemption for the minor children shall be conditioned on his being current on December 31st of that tax year in his child support obligations to Katie.

18. Upon reasonable advance notice and request, each party shall provide the other party a signed Internal Revenue Service 8332 form for any year where the other party is awarded the child for tax purposes.

19. **Extracurricular Activities**: If the parties have agreed to the children's participation in an extracurricular activity, then they shall equally share the costs associated therewith. Neither party is obligated to facilitate the children's participation in an extracurricular activity during their parent-time if they did not agree to the children's involvement.

20. **Education-Related Expenses**: The parties shall be equally responsible for any and all of the children's

educational-related expenses. Said expenses include, but are not limited to: enrollment fees, school clothing, school supplies, tutoring, field trips, school lunches, and any other school-related activities.

Parenting Plan

21. **Protective Order**: The Protective Order shall remain in place for a period of one year after entry of the final Divorce Decree, at which time it shall dissolve automatically.

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

23. 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 the children's best interest.

24. The parties are further enjoined from discussing custody or this divorce action with the children in any way or in such a manner that the children may become aware of the party's comments or actions, including but not limited to any and all social media posts, blog posts, or other electronic format.

25. The parties are restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

26. The parties shall not make disparaging remarks to one another or to their children about one another or in the child's presence, either verbally, in writing or otherwise.

27. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party or contacting the other party except as through the means set forth herein. This includes unreasonable contact between parent and child during the

other parent's parenting time. This also includes that each parent is restrained from personal contact with the other (except through the means as stated herein) or from entering the other's residence without prior express permission.

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

29. **Communication**: Each party is restrained from using the minor children as messengers for any purpose. The parties shall share all information about the children regarding special events, homework assignments, parent-teacher meetings, report cards, medical events, and/or prescriptions to which the other parent may not have access. Information relating to the children shall be provided to the other parent as soon as practical.

30. The parties shall communicate only regarding issues relative to the welfare of the minor children. Any communication between the parties shall be civil in nature and free from any disparaging comments, threats, or derogatory language. The parties shall refrain from sending multiple messages in a day and

each party shall make their best efforts to respond to any messages within 24 hours.

31. **Medical Information**: Both parties have the right to obtain medical information on the minor children from healthcare providers directly without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for all medical and dental provider contact.

32. **Educational Information**: Both parties have the right to obtain educational information on the children directly from educators and counselors without the necessity of going through the other party or getting their permission. Each party shall be listed as a parent for the purposes of school contact.

33. **Notice of Activities**: Both parties shall have the right to be notified by the other party of major events in the children's lives that they otherwise would not be aware of, so that they can have enough advance notice to attend.

34. **Decision-making**: All major decisions concerning the children, including health, education, and general welfare, religion, daycare, medical/dental treatment, and therapy shall be

discussed. Further, the parties shall use the following decision-making procedure:

a. Identify the issue

b. Develop possible solutions

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

35. **Tie-Breaking Procedure**: Under the terms of the above paragraph, the parties shall discuss major decisions together, focusing on objective criteria and facts, and involving any professional who may be of assistance. Major decisions include, but are not limited to: whether elective medical treatments shall be used, which providers shall be used, and whether a child shall practice/receive religious rites. If they are unable to reach an agreement on their own, the parties shall attend mediation in good faith to attempt to find an agreeable solution. If the parties are unable to reach an agreement at mediation, Katie shall have the final say regarding medical and dental decisions. Medical and dental decisions do not include decisions regarding mental health care and prescriptions related to mental health. For all major decisions, except for medical and dental, where an agreement is

not reached, the parties can seek court intervention after the above outlined process has been followed.

36. **School Choice Decisions**: The children shall continue to attend their current schools and the designated feeder schools for those institutions, unless the Parties mutually agree otherwise in writing.

37. **Emergency Medical Decisions**: The parent who has the child at the time she suffers a medical emergency has the authority to make any initial decision regarding emergency medical care. That parent shall immediately notify the other parent of the emergency.

38. **Day-to-Day Decisions**: Whichever parent has the children in his or her physical custody may make minor, day-to-day decisions regarding them and their care.

39. **Implementation of Treatment**: Each of the parties shall facilitate, help, and promote administration of medication or other regimens of therapy for the children as prescribed by a licensed and board-certified medical provider.

40. **Out-of-State Travel**: Any parent intending to take a child out of state shall provide a brief itinerary to the other parent at least a week prior to travel, including a telephone number for

emergency communication. The parties shall comply with the provisions of Utah Code § 81-9-202(19).

41. **Prohibited Activities**: The parties shall not take their minor children to any event, gathering, or activity where illicit substances are used, promoted, or encouraged, including but not limited to marijuana, Schedule I drugs, hallucinogens, psychedelics, or any other similar or related substances. The parties further agree not to take their minor children to any events involving nudity. Prior to or while exercising parent-time or transporting the children, neither party shall use marijuana (except as allowed by his medical card), or use or be under the influence of Schedule I drugs, hallucinogens, psychedelics, or any other similar or related substances. Both parties shall have the right to require the other to take a drug test if they have a reasonable suspicion that the other parent has been using illegal drugs prior to or while exercising their parent time or transporting the children.

42. **Religion**: The children shall continue their Catholic education and be allowed to attend Catholic religious services and participate in all sacraments and religious rites related to the Catholic faith.

43. **Passport**: The parties shall cooperate to obtain and renew passports for the minor children. Katie shall maintain the passports in her possession, but they shall not be unreasonably withheld from Rhett for his use during travel with the minor children.

44. **Relocation**: The parties shall follow the notice provisions of Utah Code § 81-9-209.

45. **Firearms**: If either parent owns firearms, and subject to any governing protective order, they shall store them in a safe during their parent time and not allow minor children to access them at any time.

46. **Corporal Punishment**: The parties shall refrain from using corporal punishment with the minor children and shall keep third parties from doing so.

47. **Third Party Overnight Stays and Romantic Partners**: Unless otherwise agreed to, the parties shall not have romantic or unrelated guests spend the night while the children are present unless they are in a serious relationship (dating for more than twelve months), engaged, or married. The parties shall notify the other in advance (at least 30 days) prior to a romantic partner (or any other adult) moving into his/her respective residence. A

full legal name and date of birth of any adult residing in the home shall be provided to the other party with the same advanced notice. This provision prohibits roommates as well.

Debts and Obligations

48. During the course of the marriage, the parties acquired certain debts and obligations. With the exception of the real property mortgage(s), the parties are unaware of any outstanding joint consumer debts or loans. Each party shall be ordered to pay the debt(s) in their own name and hold the other party harmless therefrom. If any joint debts are discovered, then the party who incurred the debt shall be responsible and liable for it.

49. Each party shall assume and pay their own individual debts and hold harmless the other party from liability on all debts and obligations (i.e. credit cards, student loans, utility bills) incurred by that party after separation.

50. Pursuant to Utah Code § 81-4-406(4), the parties shall notify respective creditors or obliges regarding the division of debts, obligations, and/or liabilities herein, and the parties' separate and current addresses.

Personal Property

51. **Personal Property**: During the course of the marriage relationship, the parties acquired certain items of personal property which shall be divided as follows:

Property	Awarded To
2018 Toyota Highlander	Katie
2012 Subaru Outback	Rhett

52. Each party being awarded property shall also be responsible for the debt associated therewith. Further, the parties agree to remove the name of the other party from the title of the vehicle within thirty (30) days of a final decree.

53. **Accounts**: The parties have accrued investment accounts, bank accounts, and other asset accounts during the course of their marriage. The accounts shall be divided as follows and each party shall take all steps needed to effectuate the transfer of the account as set forth below:

Account	Awarded To
Chase Checking 1291	Katie
Chase Checking 5607	Katie
Chase Checking 2123	Rhett
Chase Checking 2629	Rhett
Chase Checking 8500	Rhett
Chase Brokerage 0097	Rhett
Chase Brokerage 8072	Rhett
AMEX Rewards Checking 1261	Katie
AMEX Savings 0539	Katie

AMEX Savings 0550 (G.K.D.)	Katie (to be used solely for the benefit of the children)
AMEX Savings 5434 (R.M.D.)	Katie (to be used solely for the benefit of the children)
Schwab Brokerage 279 (G.K.D. and R.M.D.)	Katie (to be used solely for the benefit of the children)
529 Education Account 3943 (R.M.D.)	Katie (to be used solely for the benefit of the children)
529 Education Account 9471 (G.K.D.)	Katie (to be used solely for the benefit of the children)

54. The accounts with the children's initials listed above shall be transferred to Katie and be kept for the exclusive use and benefit of the designated child(ren). Neither party shall withdraw money from the accounts above with the children's initials listed above without the permission of both parties. Either party may ask for an accounting at any time to ensure compliance with this provision.

55. **Insurance Coverage**: From the signing of the Stipulation, until a final Decree of Divorce is entered, Rhett shall be entitled to remain on Katie's insurance coverage through her employment so long as it remains available to Katie. Rhett shall reimburse Katie for his portion of the cost of coverage each month starting October 1, 2026 if the Decree of Divorce is not signed. Following the entry of the Decree of Divorce, Katie shall remove Rhett from the insurance.

56. **Personal Belongings**: Each party shall be awarded their own personal belongings and the parties shall equally divide the furnishing in the marital home and other goods in the marital home and Rhett shall get the home furnishings and other goods in the Sundance Home.

57. To the extent there are any other items which are in dispute in the preceding paragraph, the parties shall create a comprehensive list of the disputed items within 60 days. To resolve the disputed items, the parties shall take turns selecting items off the list until all of the items are gone. The parties shall flip a coin to determine who selects first.

58. **Businesses**: For consideration outlined in the Stipulation, Rhett shall be awarded any right, title, or interest in RWD Investments, LLC and RWD Management, LLC, including any inventory, assets, or receivables associated with the LLCs that either party is entitled to, subject to Rhett being responsible for and holding Katie harmless for any liabilities, payables, encumbrances, or other obligations associated with said businesses.

Retirement assets

59. During the course of the marriage, the parties may have acquired pensions, retirement benefits, 401(k)s, IRAs, and/or

deferred compensation plans. Each party shall be awarded all retirement accounts in their own name free and clear from any claim of the other.

Real Property

60. During the marriage, the parties acquired an interest in real property, commonly known as 962 E North Bonneville Drive, SLC Utah 84103 ("**Marital Home**").

61. Katie shall remain in the home and buy Rhett's interest in the Marital Home. The agreed upon payment Katie shall make to Rhett shall be $650,000. Katie shall pay $650,000 within 60 days of the signing of the Stipulation in full satisfaction of any interest Rhett may have in the Marital Home. Katie shall pay this amount to her attorney's trust account and Katie's attorneys shall coordinate with Rhett's attorney to wire the money to Rhett via his attorneys or directly to him). If Katie fails to pay within 60 days, the parties agree to sell the home and then pay off the mortgage first, pay Rhett $350,000, and split the remaining proceeds equally between the parties.

62. Rhett is to execute a quit claim deed, and/or any other documents necessary or required to relinquish and transfer his interest in the home, in favor of Katie within 14 days after

Katie has paid Rhett the amount listed in paragraph 71. In the event Rhett fails to execute such documents in favor of Katie, Katie may seek an order of the court transferring title of the real property to her. Upon transfer, Katie shall hold Rhett harmless on any and all obligations associated with the home.

63. Katie shall have 12 months from the entry of the final Divorce Decree to refinance or have Rhett's name removed from the mortgage, through assumption or otherwise). If she is not able to refinance or have Rhett's name removed from the mortgage within this time, the parties shall put the house up for sale. Katie shall hold Rhett harmless for any and all liability as it relates to the mortgage for the time period following the entry of the final Divorce Decree. The proceeds from the sale of the home shall first go towards paying the mortgage and then the remaining proceeds shall be paid to Katie.

64. In the event that Katie chooses to sell the home, Rhett shall have the right of first option to purchase the home from her at an agreed upon price. Upon notice from Katie, Rhett shall have 30 days to exercise the right to purchase the home. If the parties cannot agree on a sales price, Rhett shall have the opportunity to purchase it at the appraisal value determined by a

qualified and licensed appraiser. To select an appraiser, Katie shall provide the names of three appraisers and Rhett shall select an appraiser from that list.

65. The parties have an interest in real property through the company RWD Investments LLC, commonly known as 3102 Big Pine Canyon Rd, Sundance, UT 84604 or the Sundance Property.

66. **Sundance:** For consideration outlined in the Stipulation, Rhett shall be awarded the temporary and permanent exclusive use and possession of the Sundance Property and all right, title, and interest in the Sundance Property (including any reserve account) subject to assuming the mortgage obligation owing on the property, as well as the taxes and insurance associated with the property, and ownership rights of others and Rhett shall hold Katie harmless on any liability or debts associated with the Sundance Property.

67. **Trust**: The parties' revocable family trust, "The Rhett and Kathryn Davis Family Trust", shall be revoked within 30 days of the entry of the final Divorce Decree and any and all property described herein shall be assigned according to the Stipulation. The parties shall cooperate in any paperwork

necessary to effectuate such revocation and/or dissolution of the Trust.

Miscellaneous

68. **Alimony**: Both parties to this action are able-bodied and employed, and neither party shall be awarded any alimony from the other.

69. **Attorney's Fees**: Both parties shall bear their own attorney fees in this action. In an action to enforce the terms of the Stipulation or decree of divorce, the prevailing party shall be entitled to an award of attorney fees.

70. **Mutual Restraining Order**: The parties shall be permanently restrained from bothering, harassing, annoying, threatening, and/or harming the other party at any time or in any place.

71. **Recordings**: Pursuant to the Stipulation, Rhett agrees that all recordings of any kind of therapy sessions or otherwise privileged communications that occurred where Katie was a participant shall not be published, disseminated, or shared with any third party.

72. **Delivery of Documents and Duty to Sign Documents**: 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. Should a party fail to execute a document within 90 days of the entry of their Divorce Decree, the other party may bring a Motion to Enforce before the court, at the expense of the disobedient party. Under a Motion to Enforce, the court may 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.

73. **Interpretation/Applicability**: This document shall be governed by Utah law in all respects. Any references to Utah statute herein shall mean the Utah Code in effect as of the date of entry of the final order.

74. **Severability**: If a provision of the order resulting from this complaint is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect: (1) the enforceability or validity in that jurisdiction of any other provision of the order, or (2) the enforceability or validity in other jurisdictions of that or any other provision of the order.

75. The court shall grant such other and further relief as it may deem just and appropriate in this matter.

76. **Disclosure**: The parties acknowledge that each has fully and completely disclosed to the other all assets of every kind and nature known to him or her in which he or she may have any interest whatsoever, and that the Stipulation encompasses and deals with all such assets and that there are no assets or liabilities contingent or otherwise that have not been disclosed in connection with the final settlement of this matter through the financial declarations and as herein set forth and to be distributed between the parties. If it is later discovered that a party failed to disclose an asset, the other party may be awarded the entirety of that asset.

77. **Full Settlement**: Contingent on the court entering final orders fully consistent with the terms hereof, the Stipulation shall fully and finally resolve both parties' pending petitions for divorce. The terms set forth herein shall affect a full and complete settlement of all claims and disputes between the parties, and supersedes any prior oral or written agreements between them. Both parties acknowledge that the Stipulation is a compromise settlement agreement resolving disputed claims, and that the terms hereof cannot be construed as an admission of any kind of fault or wrongdoing on the part of either party. Without limiting the generality of the foregoing, each party hereby represents and

warrants that he/she/they: has conducted all discovery that he/she/they wishes to conduct and is satisfied that he/she/they has adequate information to settle this case; has carefully read the Stipulation and had ample opportunity to discuss the terms hereof with independent legal counsel of his/her/their own choosing; understands the foregoing and intends and agrees to be bound hereby of his/her/their own free will and volition (free from duress, coercion, or undue influence of any kind); and attests that the above terms are fair, equitable, reasonable, and in the best interests of the parties' children.

78. **Mediation Before Litigation**: If the parties have a dispute concerning their children generally or over the terms or implementation of the Stipulation, they shall seek first to resolve the dispute via mediation with an agreed upon certified domestic relations mediator before initiating an action for the Court to interpret or modify the Decree. Mediation costs shall be born equally by the parties. The parties both agree, however, that either of the parties may seek emergency relief from the court in the future should an emergency arise which would make formal negotiation not practical. In the event that either party is required to institute any legal proceeding to enforce, interpret, or defend any

right or obligation arising under this Decree, including but not limited to any action for contempt, modification, or clarification, the prevailing party in any such proceeding shall be entitled to recover from the non-prevailing party all reasonable and necessary attorney's fees, court costs, and related expenses incurred in connection therewith.

79. **Co-Parenting Class**: The parties shall participate in a co-parenting class. Participating in this shall not be a violation of the protective order.

80. **Name**: Mother shall have the option to restore her name to Krill.

THIS ORDER IS EFFECTIVE WHEN SIGNED AND DATED BY THE COURT ON TOP OF THE FIRST PAGE OF THIS DOCUMENT.

Approved as to form:

/s/ Matthew N. Olsen*
Matthew N. Olsen
OLSEN & OLSEN LAW, L.L.C.
Attorney for Petitioner
(*Signature affixed with permission)

DATED October 15, 2026.

Dentons Durham Jones Pinegar, P.C.

/s/ Andrew V. Wright
Andrew V. Wright
David B. Nielson
Jordan S. Koopmans
Attorneys for Respondent

CERTIFICATE OF SERVICE

I certify that on October 8, 2026, I personally served a copy of the foregoing, via email, to the following:

Matthew N. Olsen

OLSEN & OLSEN LAW, L.L.C.

8142 South State Street, Second Floor

Midvale, Utah 84047

Attorney for Petitioner

/s/ Kim Altamirano