Marley Jayne Kimball-Davis
Name
2125 S King St #B
Address
Salt Lake City, Utah 84109
City, State, Zip
801-707-0221
Phone
marlovesbooks@gmail.com
Email

THIRD Judicial District SALT LAKE County

Court Address 8080 S REDWOOD ROAD SUITE 1701, WEST JORDAN, UT, 84088

In the Matter of (select one)	**Divorce Decree**
[x] the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case)	264901848 Case Number
	Shaughnessy Judge
Marley Jayne Kimball-Davis (name of Petitioner)	Commissioner (domestic cases)
and	
Dalton James Davis (name of Respondent)	
Other parties (if any)	

The court decrees:

Divorce

1. Marley Jayne Kimball-Davis is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Marley Jayne Kimball-Davis. The divorce will become final upon entry of the divorce decree.

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

2. **Marley Jayne Kimball-Davis** and **Dalton James Davis** 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

PJD born 07/2021

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: **PJD born 07/2021**
i.
Move-out Date: **This is the child's current address**
Move-in Date: **Jul 31, 2025**
Address: **2125 S King St, #B, Salt Lake City, Utah 84109 United States**
(1).
Caretaker at this address: **Marley Kimball-Davis**
Caretaker current address: **2125 S King St, #B, Salt Lake City, Utah 84109 United States**

ii.
Move-out Date: **This is the child's current address**
Move-in Date: **Dec 7, 2025**
Address: **2310 S 600 E, #2, Salt Lake City, Utah 84106 United States**
(1).
Caretaker at this address: **Dalton Davis**
Caretaker current address: **2310 S 600 E, #2, Salt Lake City, Utah 84106 United States**

iii.
Move-out Date: **Jul 31, 2025**
Move-in Date: **Jan 21, 2022**
Address: **4544 S Jarrah St, Taylorsville, Utah 84123 United States**
(1).

Caretaker at this address: **Dalton Davis**
Caretaker current address: **2310 S 600 E, #2, Salt Lake City, Utah 84106 United States**

(2).
Caretaker at this address: **Marley Kimball-Davis**
Caretaker current address: **2125 S King St, #B, Salt Lake City, Utah 84109 United States**

iv.
Move-out Date: **Jan 31, 2022**
Move-in Date: **Jan 3, 2020**
Address: **6885 S Redwood Road, #219, West Jordan, Utah 84081 United States**
(1).
Caretaker at this address: **Dalton Davis**
Caretaker current address: **2310 S 600 E, #2, Salt Lake City, Utah 84106 United States**

(2).
Caretaker at this address: **Marley Kimball-Davis**
Caretaker current address: **2125 S King St, #B, Salt Lake City, Utah 84109 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 **Marley Jayne Kimball-Davis** and **Dalton James Davis**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Marley Jayne Kimball-Davis** and **Dalton James Davis** 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 **Marley Jayne Kimball-Davis** and **Dalton James Davis.**

Children - custody

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

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Marley Jayne Kimball-Davis** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Marley Jayne Kimball-Davis**'s home **183** overnights each year and in **Dalton James Davis**'s home **182** overnights each year.

Parent-time

9. Parent-time will be equal between the parties. (Utah Code 81-9-305 and 81-6-206(7))

10. The chart below shows how this schedule will function.

Week	Evening	Parent
1	Monday	petitioner
1	Tuesday	petitioner
1	Wednesday	respondent
1	Thursday	respondent
1	Friday	petitioner
1	Saturday	petitioner
1	Sunday	petitioner
2	Monday	petitioner
2	Tuesday	petitioner
2	Wednesday	respondent

Week	Evening	Parent
2	Thursday	respondent
2	Friday	respondent
2	Saturday	respondent
2	Sunday	respondent

FOR ALL CHILDREN (Children under 5 will visit along with children 5 to 18 years)

Parent-time for special occasions

11. 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	Dalton James Davis	Marley Jayne Kimball-Davis
Labor Day	(1) Holiday begins on Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Labor Day.	Odd years	Even years
Columbus Day	(1) Holiday begins at 6 p.m. on the day before Columbus Day. (2) Holiday ends at 7 p.m. on Columbus Day.	Even years	Odd years
Fall Break	(1) Holiday begins 6 p.m. on the day that school dismisses for fall break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
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 4 p.m. if there is no school. (2) Holiday ends at 9 p.m. on the same day the holiday begins.	Even years	Odd years
Veterans Day	(1) Holiday begins at 6 p.m. on the day before Veterans Day. (2) Holiday ends at 7 p.m. on Veterans Day.	Odd years	Even years
Thanksgiving Break	(1) Holiday begins on Wednesday at: (a) 6 p.m.; or (b) the time school is regularly dismissed for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on day before school resumes.	Even years	Odd years
Winter Break (First Half)	(1) Holiday begins at: (a) 6 p.m. on the day that school dismisses for winter break; or (b) the time school is regularly dismissed on the day that school	Odd years	Even years

Holiday	Period	Dalton James Davis	Marley Jayne Kimball-Davis
	dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 7 p.m.		
Winter Break (Second Half)	(1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Dr. Martin Luther King Jr. Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
President's Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on the day before school resumes.	Even years	Odd years
Spring Break	(1) Holiday begins at 6 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	(1) Holiday begins Friday at: (a) 9 a.m. if school is not in session and the parent can be with the child; (b) the time that school is regularly dismissed; or (c) 6 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7 p.m. on Memorial Day.	Even years	Odd years
Father's Day	(1) Holiday begins on Father's Day at 9 a.m. (2) Holiday ends on Father's Day at 7 p.m.		All years: Dalton James Davis is the father
Summer Break	Noncustodial parent will have up to two weeks of uninterrupted extended summer Parent-time when school is not in session, at the option of Noncustodial parent. Noncustodial parent will have an additional two weeks of extended Summer Parent-time at the option of Noncustodial parent, subject to weekday parent-time for Dalton James Davis, but not weekends normally exercised by Dalton James Davis. Noncustodial parent will notify Dalton James Davis of the summer break extended parent-time by May 1 each year. Dalton James Davis will also have two weeks of uninterrupted extended parent time when school is not in session, at the option of Dalton James Davis. Dalton James Davis will notify Noncustodial parent of the summer break extended parent-time by May 15 each year. If the notification by Noncustodial parent is not timely, Dalton James Davis may determine the schedule for extended parent-time for Noncustodial parent, so long as Dalton James Davis has provided timely notice. If neither parent provides timely notice, the first parent to provide notice may determine the schedule of extended parent-time for the other parent.	Odd years	Even years
Juneteenth National Freedom Day	(1) Holiday begins at: (a) 6 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) 9 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 6 p.m. on the day following Juneteenth	Even years	Odd years

Holiday	Period	Dalton James Davis	Marley Jayne Kimball-Davis
	National Freedom Day.		
Independence Day	(1) Holiday begins on July 3rd at 6 p.m. (2) Holiday ends on July 5th at 6 p.m.	Odd years	Even years
Pioneer Day	(1) Holiday begins on July 23rd at 6 p.m. (2) Holiday ends on July 25th at 6 p.m.	Even years	Odd years
Day of Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Even years	Odd years
Day Before or After Child's Birthday	(1) Holiday begins at 3 p.m. (2) Holiday ends at 9 p.m. (3) A parent may bring other siblings along for the child's birthday.	Odd years	Even years
Dalton James Davis's Birthday	Dalton James Davis will have parent-time each year on Dalton James Davis's birthday from 3:00 p.m. until the following morning when Dalton James Davis 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 uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.		All years
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 uninterrupted time takes the child away from that parent's residence for the uninterrupted extended parent-time.	All years	

Parent-time transfers

12. 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

13. 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

14. 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.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

15. The school the children will attend is based on a specific plan for where the children will attend school: **Marley Kimball-Davis and Dalton Davis will choose the child's school based on mutual decision. .**

16. Marley Jayne Kimball-Davis and Dalton James Davis has authority to check the children out of school. Marley Jayne Kimball-Davis and Dalton James Davis has access to the children during school. If the parents cannot agree, education decisions will be made by Dalton James Davis.

Communication with each other

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

Communication with the children

18. 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.

19. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

20. 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

21. 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.

22. If the children will be travelling for more than **10** days, the parent arranging the

travel will notify the other parent at least **30** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **30** days in advance. In case of emergency, the parent will provide as much notice as possible.

Child care

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

A licensed child care provider.
A relative, friend, or neighbor.
Over the age of **14**.

Relocation of a parent

24. 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.

25. 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 **the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**

26. 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.

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

Resolving disputes

28. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Counseling**

Changing the plan

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

29. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Marley Jayne Kimball-Davis) (Utah Code 81-6-203)

30. **Marley Jayne Kimball-Davis's** gross monthly income for child support purposes is **$4167. Marley Jayne Kimball-Davis** receives the following gross monthly income:

a. **Marley Jayne Kimball-Davis** is employed at **University of Utah. Marley Jayne Kimball-Davis** earns **$4166.67** gross (pre-tax) monthly income working a 40-hour a week job or less.

b. The adjusted gross monthly income for **Marley Jayne Kimball-Davis** is **$4167.**

Income: Respondent (Dalton James Davis) (Utah Code 81-6-203)

31. **Dalton James Davis's** gross monthly income for child support purposes is **$4167. Dalton James Davis** receives the following gross monthly income:

a. **Dalton James Davis** is employed at **Salt Lake Community College. Dalton James Davis** earns **$4166.9** gross (pre-tax) monthly income working a 40-hour a week job or less.

32. The adjusted gross monthly income for **Dalton James Davis** is **$4167.**

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

33. **Marley Jayne Kimball-Davis** 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 Amount too low to justify payment; the parties will update if the amount is over $50.

34. It is in the best interest of the parties' children that neither party be ordered to pay child support to the other. This deviates from the Utah Uniform Child Support Guidelines.

a. 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).

35. 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.

36. **Marley Jayne Kimball-Davis** will give **Dalton James Davis** the information needed to set up direct deposit through **Dalton James Davis's** employer. Once **Dalton James Davis** has the information, **Dalton James Davis** will have **Dalton James Davis's**

employer set up direct deposit to an account of **Marley Jayne Kimball-Davis's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

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

38. **Marley Jayne Kimball-Davis** and **Dalton James Davis** will each pay half of any ORS fee.

a. If a fee is withheld from payments to **Marley Jayne Kimball-Davis**, **Dalton James Davis** will reimburse **Marley Jayne Kimball-Davis** for half the fee.

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

40. The parties will do the following for child related support or expenses:

a. This amount will be adjusted by half of the amount of the child's insurance premium.

41. 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

42. The parents may claim the parties' children as dependents/exemptions for tax purposes as follows:

43. **Marley Jayne Kimball-Davis** may claim the parties' children as dependents/exemptions for tax purposes in odd numbered years. **Dalton James Davis** may claim the parties' children as dependents/exemptions for tax purposes in even numbered years.

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

44. The parties must provide health care coverage for the medical expenses of the dependent children. Heath 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),

45. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children 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. 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:

- **Marley Jayne Kimball-Davis's** insurance will be primary coverage.
- **Dalton James Davis's** insurance will be secondary coverage.

b. 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:

- **Marley Jayne Kimball-Davis's** spouse's insurance will be primary coverage.
- **Dalton James Davis's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. 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.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. 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.

g. 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.

h. 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)

46. Both parties will equally share all reasonable work, career, or occupational training-related child care expenses.

a. The party who pays child care expenses must provide the other party written verification of the cost and identity of the child care provider. This must be done when a provider is first hired, and any time the other party asks for the information. The party incurring or paying child care expenses must notify the other party of any change of a child care provider or monthly expense. This must be done within 30 calendar days of the change.

b. The party not directly paying for child care must pay their share of child care expenses as soon as they receive verification of the expenses.

c. If a party does **not** follow the order and provide written verification, they may not receive credit for work, career, or occupational training-related child care expenses or recover the other party's share of the expenses.

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

47. 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)

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

Vehicles

49. Vehicles will be divided as follows:

a.
Year: **2015**
Make: **Hyundai**
Model: **Elantra**
VIN: **N/A**
Owner (before divorce): **Marley Jayne Kimball-Davis**
Current value: **$9,000.00**
Amounts Estimated: **no**
Ownership After Divorce: **Marley Jayne Kimball-Davis**
I.
Lender: **Mountain America Credit Union**
Address: **9800 South Monroe St, Sandy UT, 84070.**
Date Acquired: **N/A**
Amount Owed: **$7,564.35**
Amounts Estimated: **no**
Monthly Payment: **$177.40**
The debt will be paid as follows: **Marley Jayne Kimball-Davis will pay the entire debt. Marley Jayne Kimball-Davis will provide a copy of the divorce decree to the lender.**

Bank and credit union accounts

50. Bank and credit union accounts will be divided as follows:

a.

Account Number: **6566**
Account Type: **Checking**
Institution Name: **Mountain America Credit Union**
Address: **9800 South Monroe St, Sandy UT, 84070**
Date Opened: **Jun 23, 2018**
Balance (US Dollars): **$0.00**
Estimated: **no**
Owner: **Marley Jayne Kimball-Davis and Dalton James Davis**
Co-Owner(s): **N/A**
Divide as follows: **Fifty Percent to each party.**

b.
Account Number: **3975**
Account Type: **Checking**
Institution Name: **Mountain America Credit Union**
Address: **9800 South Monroe St, Sandy UT, 84070**
Date Opened: **May 27, 2014**
Balance (US Dollars): **$0.00**
Estimated: **no**
Owner: **Marley Jayne Kimball-Davis**
Co-Owner(s): **N/A**
Divide as follows: **Marley Jayne Kimball-Davis should be awarded the entire balance of $0.00 from this money.**

c.
Account Number: **0498**
Account Type: **Checking**
Institution Name: **Mountain America Credit Union**
Address: **9800 South Monroe St, Sandy UT, 84070**
Date Opened: **Oct 11, 2024**
Balance (US Dollars): **$6,258.35**
Estimated: **no**
Owner: **Dalton James Davis**
Co-Owner(s): **N/A**
Divide as follows: **Dalton James Davis should be awarded the entire balance of $6,258.35 from this money.**

d.
Account Number: **0498**
Account Type: **Savings**

Institution Name: **Mountain America Credit Union**
Address: **9800 South Monroe St, Sandy UT, 84070**
Date Opened: **N/A**
Balance (US Dollars): **$377.15**
Estimated: **no**
Owner: **Dalton James Davis**
Co-Owner(s): **N/A**
Divide as follows: **Dalton James Davis should be awarded the entire balance of $377.15 from this money.**

e.
Account Number: **5505**
Account Type: **Savings**
Institution Name: **Discover**
Address: **PO Box 30416 Salt Lake City, UT 84130**
Date Opened: **N/A**
Balance (US Dollars): **$8.85**
Estimated: **no**
Owner: **Dalton James Davis**
Co-Owner(s): **N/A**
Divide as follows: **Dalton James Davis should be awarded the entire balance of $8.85 from this money.**

Stock, bond, securities, or money market fund accounts

51. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.
Account Number: **2124**
Account Type: **Individual Investment**
Instituition Name: **Robinhood**
Address: **85 Willow Road Menlo Park, CA 94025**
Date Opened: **N/A**
Balance (US Dollars): **$99.61**
Estimated: **no**
Owner: **Dalton James Davis**
Co-Owner(s): **N/A**
Divide as follows: **Dalton James Davis should be awarded the entire balance of $99.61 from this money.**

Debts

52. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

a.
Account Number: **0719**
Institution Name: **Capital One**
Address: **N/A**
Amount owed on debt (in US Dollars): **$3,658.04**
Minimum Monthly Payment (in US Dollars): **$269.00**
Owner: **Marley Jayne Kimball**
The debt will be paid as follows: **Marley Jayne Kimball-Davis will pay the entire debt. Marley Jayne Kimball-Davis will provide a copy of the divorce decree to the lender.**

Medical Debt

a.
Account Number: **2325**
Institution Name: **University of Utah Health**
Address: **N/A**
Amount owed on debt (in US Dollars): **$646.85**
Minimum Monthly Payment (in US Dollars): **$70.00**
Owner: **Marley J Kimball-Davis**
The debt will be paid as follows: **Marley Jayne Kimball-Davis will pay the entire debt. Marley Jayne Kimball-Davis will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.
Account Number: **9225**
Institution Name: **NelNet Federal Student Loans**
Address: **N/A**
Amount owed on debt (in US Dollars): **$9,059.67**
Minimum Monthly Payment (in US Dollars): **$107.76**
Owner: **Marley Jayne Kimball**
The debt will be paid as follows: **Marley Jayne Kimball-Davis will pay the entire debt. Marley Jayne Kimball-Davis will provide a copy of the divorce decree to the lender.**

b.
Account Number: **1541**
Institution Name: **Default Resolution Group**
Address: **N/A**
Amount owed on debt (in US Dollars): **$3,441.48**
Minimum Monthly Payment (in US Dollars): **N/A**
Owner: **Dalton Davis**
The debt will be paid as follows: **Dalton James Davis will pay the entire debt. Dalton James Davis will provide a copy of the divorce decree to the lender.**

c.
Account Number: **1544**
Institution Name: **Default Resolution Group**
Address: **N/A**
Amount owed on debt (in US Dollars): **$4,319.57**
Minimum Monthly Payment (in US Dollars): **N/A**
Owner: **Dalton Davis**
The debt will be paid as follows: **Dalton James Davis will pay the entire debt. Dalton James Davis will provide a copy of the divorce decree to the lender.**

d.
Account Number: **3809**
Institution Name: **Customers Bank**
Address: **N/A**
Amount owed on debt (in US Dollars): **$5,100.00**
Minimum Monthly Payment (in US Dollars): **$127.56**
Owner: **Marley Kimball-Davis**
The debt will be paid as follows: **Marley Jayne Kimball-Davis will pay the entire debt. Marley Jayne Kimball-Davis will provide a copy of the divorce decree to the lender.**

Real property

53. The parties do not have any real property that is marital property. The parties do not need a court order about real property.

Alimony

54. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

55. 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).

56. 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: **Tier 2 DB Hybrid State/School**
Plan Administrator: **Utah Retirement System**
Company Name: **University of Utah**
Address: **PO Box 1590 Salt Lake City, UT 84110**
Date Opened: **Aug 10, 2020**
Plan Value: **$1026.76**
This plan is in the name of: **Marley Jayne Kimball-Davis**
Divide as follows: **The entire account should be awarded to Marley Jayne Kimball-Davis.**

b.

Account Number: **8248**
Plan Name: **SLCC 401(A**
Plan Administrator: **Fidelity**
Company Name: **Salt Lake Community College**
Address: **Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002**
Date Opened: **Apr 1, 2021**
Plan Value: **$30881.46**
This plan is in the name of: **Dalton James Davis**
Divide as follows: **The entire account should be awarded to Dalton James Davis.**

c.

Account Number: **9115**
Plan Name: **UNIV UTAH 401(A)**
Plan Administrator: **Fidelity**
Company Name: **University of Utah**
Address: **Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002**
Date Opened: **Jul 9, 2020**

Plan Value: **$940.18**
This plan is in the name of: **Dalton James Davis**
Divide as follows: **The entire account should be awarded to Dalton James Davis.**

d.

Account Number: **1403**
Plan Name: **Roth IRA**
Plan Administrator: **Fidelity**
Company Name: **Fidelity**
Address: **Fidelity Investments PO Box 770001 Cincinnati, OH 45277-0002**
Date Opened: **Jul 29, 2025**
Plan Value: **$386.62**
This plan is in the name of: **Dalton James Davis**
Divide as follows: **The entire account should be awarded to Dalton James Davis.**

e.

Account Number: **805R**
Plan Name: **Roth IRA**
Plan Administrator: **Acorns**
Company Name: **Acorns**
Address: **5300 California Avenue, Irvine, CA 92617**
Date Opened: **Oct 12, 2018**
Plan Value: **$196.36**
This plan is in the name of: **Dalton James Davis**
Divide as follows: **The entire account should be awarded to Dalton James Davis.**

Retirement money - pensions

57. 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).

58. In 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: **1062**
Plan Name: **Tier 2 DB Hybrid State/School**

Plan Administrator: **Utah Retirement Systems**
Company Name: **University of Utah**
Address: **PO Box 1590 Salt Lake City, UT 84110**
Date Opened: **Aug 10, 2020**
Plan Value: **$18974.99**
This plan is in the name of: **Marley Jayne Kimball-Davis**
Divide as follows: **The entire account should be awarded to Marley Jayne Kimball-Davis.**

Duty to sign documents

59. 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

60. **Marley Jayne Kimball-Davis** changed **her** name when the parties married. **Marley Jayne Kimball-Davis**'s name will be **Marley Jayne Kimball** after the divorce.

Judge's signature may instead appear at the top of the first page of this document.

10/20/26
Date

Signature ▶ _____

Judge _____

_____
Date

Signature ▶ _____

Commissioner _____

Approved as to Form.

Other Party Signature ▶ _____

Other Party Name: Dalton James Davis

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: **Dalton Davis**
Method of service: **Email**
Address: **daltond1019@gmail.com**
Date of Service: **Sep 13, 2026**

09/13/2026
Date

Signature: ▶ Marley Kimball-Davis

Printed Name: Marley Kimball-Davis