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IN THE SECOND JUDICIAL DISTRICT COURT
WEBER COUNTY, STATE OF UTAH

In the matter of the marriage of: BRIAN DAVIES, Petitioner, and JENNIFER DAVIES, Respondent	DECREE OF DIVORCE Civil No. 264900373 Judge: Cristina Ortega Commissioner: Brandon Richards
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Petitioner, Brian Davies (“Brian”), represented by counsel of record, Holly Christensen, and Respondent, Jennifer Davies (“Jennifer”), represented by counsel of record, Ashley Wood, having negotiated in good faith, executed a Stipulation and Settlement Agreement to resolve all issues in dispute in the above-captioned divorce case. Based upon the Stipulation and Settlement Agreement fully incorporated herein by reference and the Court, having found and entered its Findings of Fact and Conclusions of Law and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The parties are awarded a Decree of Divorce to become final upon signature and entry.

1. Children. The parties have two (2) children as issue of this marriage, but only one (1) is a minor, to wit: B.D., born October 2013.

a. Physical Custody/Parent time. The parties shall be awarded joint legal and physical custody of B.D. The parties shall have a week on week off rotation, with exchanges on Tuesdays. In addition, Jennifer shall have B.D. on each of Brian's Sundays from 9:45 a.m. to immediately after the church service ends. and she shall provide all transportation associated with this time. This parent time rotation begins with Jennifer having B.D. Tuesday, July 7, 2026. While holidays parent time takes precedence over regular parent time, the regular parent time rotation schedule does not change. The parties are not required to provide make-up parent time to the other party.

b. Parent Time Exchanges. School to school exchanges shall take place when B.D. is at school. When the minor child is not at school, exchanges shall take place at 9:00 a.m. with drop off at each party's home, unless otherwise agreed upon in writing.

2. Holiday Parent Time. The parties are deviating from statutory holiday schedule, given their work schedules. Holiday parent time shall be as the parties agree. If the parties cannot agree, holiday parent time shall be as follows:

Even Years	Odd Years	Holiday and Time
Mother	Father	Easter weekend after school on the Friday before holiday to Monday with drop off at school or 8:00 a.m. if school is not in session
Mother	Mother	July 4th 9:00 a.m. the day before holiday to the day after at 6:00 p.m.

Mother	Father	Halloween after school to 9:00 p.m. or if school is not in session 4:00 p.m. to 9:00 p.m.
Mother	Father	Veteran's Day after school on day before holiday to 7:00 p.m. on Veteran's Day
Father	Mother	Thanksgiving Day from 9:00 a.m. to the following morning at 8:00 a.m.
Mother	Mother	Christmas Eve and Christmas Day beginning December 24 at 9:00 a.m. until December 26 at 9:00 a.m.
Father (except 2026 which goes to Mother)	Father	New Years Eve and New Years Day beginning December 31 at 9:00 a.m. to January 2 at 9:00 a.m.
Mother	Father	The day before or after child's birthday from after school or 3:00 p.m. if school is not in session until 9:00 p.m.
Father	Mother	Child's actual birthday from after school or 3:00 p.m. if school is not in session until 9:00 p.m.
Father	Father	Father's Day 9:00 a.m. on the holiday to 7:00 p.m.
Mother	Mother	Mother's Day 9:00 a.m. on the holiday to 7:00 p.m.

a. For this Winter Break only, Jennifer shall have the minor child from December 24th through January 2nd for a previously scheduled vacation.

3. Other Holidays Not Delineated. Any remaining holidays not set forth in the table above shall be awarded to the parent whose parent time it is on the holiday. Neither party shall have extended summer parent time.

*****PARENTING PLAN*****

4. Legal Custody. The parties shall have joint legal custody and Jennifer's home shall be the child's primary residence for school purposes so long as she lives in the school district where B.D. attends school. If Jennifer does not live in the minor child's school district and Brian does, then Brian's home shall be the primary residence for school purposes only. Both parties shall have access to the child's school, medical, church, and other records and shall include the other

party as the parent on such records. The major decisions concerning their child's general welfare, education, discretionary medical treatment, and religious membership shall be mutually agreed to by both parties. In the event, the parties do not mutually agree regarding the child, the parties shall first seek the advice of an expert in the field and follow their recommendations. If they cannot come to an agreement where expert recommendations are not applicable, the parties shall attend mediation prior to seeking court action. Both parties shall have the authority to make emergency and routine decisions regarding the child's day-to-day activities when the child is in his or her care.

- a. Medical. The parties shall continue to use their current pediatrician and specialists that their pediatrician recommend, when needed. The parties shall make decisions mutually regarding non-routine health care and follow all treating physicians' recommendations.
- b. Dentists. The parties shall use their current dentist as the dentist for the child and specialists that their dentist recommends, when needed. The parents shall make decisions mutually regarding the child's non-routine dental care.
- c. Separate Accounts. According to Utah Code §15-4-6.7 each party shall elect for dental, medical and school expenses to be created in separate accounts prior to service being initiated.
- d. Educational Plan. The child shall attend her current school and feeder schools, unless otherwise agreed by the parties. Both parties shall be listed on school

records. Both parties shall be listed for any emails given by teachers or respective school administrators.

e. Religion. The parties agree that the minor child shall not be baptized into any religion during her minority. This does not preclude either party from taking the minor child to church services during their individual parent time.

5. Relocation. If either party moves 20 miles or more from the other parent, the relocating parent shall provide at least sixty-days' notice of their move and the parties shall attend mediation prior to the relocation to address a new parent time schedule.

6. Right of First Refusal. Each party shall have the first option to provide care for the child over any other third party, including family members, if the party exercising parent time is otherwise unavailable to provide personal care overnight or longer during their custodial time and the other party is personally available and willing to provide the care and the transportation. Sleepovers for the child when the party exercising parent time is available and in town shall not trigger the first right of refusal. Each party has the affirmative duty to inform the other parent when the minor child will be having a sleepover during his/her parent time.

7. Communication. Unless the parties agree otherwise or in an emergency, the parties shall discuss all parenting concerns in writing via text or e-mail at any time needed and shall not use their child to deliver messages.

8. Telephone and Virtual Contact with Child. Each parent shall permit and encourage, during reasonable hours, reasonable and uncensored communication with the child, in the form

of text, telephone, and Facetime. Telephone/Facetime shall be at reasonable hours and for a reasonable duration. The child shall be able to contact the parents at any time.

9. Travel. When the child travels with either parent out of State, all of the following shall be provided to the other parent at least 24 hours prior to departure or 21 days for international travel:

- a. An itinerary of travel dates;
 - b. Destination;
 - c. Places where the child or traveling parent can be reached;
 - d. And, the name and telephone number of an available third person who would be knowledgeable of the child's location.
 - e. Both parties shall have unfettered access to the child's passport and be able to travel on their respective parent time or other mutually agreed upon times. All out of country travel shall be allowed unless the country has a Travel Advisory Level 4 or higher, by the U.S. Department of State. Both parties shall execute the necessary documents to allow foreign travel, so long as it is a country that has a Travel Advisory Level of 3 or less, as designated by the U.S. Department of State. Both parties agree that they shall not travel with the minor child to countries that have a Travel Advisory Level 4 or higher, by the U.S. Department of State.
10. Change of Information: Each parent shall provide the other with the parent's current address and telephone number, email address, and other virtual parent-time access information within 24 hours of knowing of any change.

11. Notification of Child's Events. The parties shall take affirmative steps to share school and activity information concerning their child with each other on a frequent basis that is not available through the school calendar or school email. The parties shall notify each other of any school programs, extracurricular activities and sporting events their child may be involved in that is not available online or through emails of the program.

12. Special Events. Special consideration shall be given by each parent to make the child available to attend immediate family functions, including funerals and weddings, and other significant events in the life of the child or in the life of either parent which may inadvertently conflict with the visitation schedule. However, the parent exercising their regular parent time shall have final say as to the child's attendance. Neither party shall unreasonably deny requests.

13. Mutual Restraining.

- a. Both parties shall be supportive of the other party's role as a parent. Neither parent shall attempt to alienate the child in any way from the other parent. Both parents have an affirmative duty to co-parent the child in a way that promotes their best interest.
- b. Both parties are restrained from discussing adult issues in front of the child or allowing a third party to do so. The parties are also restrained from discussing the child's relationship with the other parent in front of or with the child, or from questioning, interrogating, or otherwise "pumping" the child for information regarding what occurs when the child is with the other parent and from allowing any other person to do so.

- c. The parties shall not use their child to deliver messages. Thus, the parents shall not discuss any issues regarding co-parenting in front of the child or at any child's activity.
 - d. The parties shall not make disparaging remarks to one another or to their child about one another or in the child's presence, either verbally, in writing or otherwise. Both parties are mutually restrained from harassing, stalking or threatening the other party.
 - e. The parties shall not go to the other parties' place of employment or residence except for child exchanges without written permission from the other party.
 - f. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.
 - g. Both parties are mutually restrained from allowing third parties to do what they themselves are prohibited from doing and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations or shall remove the minor child from such circumstances.
14. Dispute Resolution. If the parties have any future disagreement regarding a major decision relating to the minor child's welfare, education, discretionary medical treatment, religious training, or the interpretation of implementation of this Order, they shall first make a good faith effort to resolve the issue through direct discussion. If they cannot reach a resolution, the parties agree to consult with any appropriate professional(s) or expert(s) who may assist them in resolving the dispute and follow their recommendations. If expert recommendations are not

applicable and the parties are unable to reach an agreement, the parties shall participate in mediation with a mutually agreed-upon mediator before initiating any legal action.

Notwithstanding the foregoing, either party may seek emergency relief from the court if circumstances arise that make formal negotiations or mediation impractical.

15. Activity Costs. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket amount incurred for any mutually agreed-upon in writing extracurricular activities that the minor child may be involved in. Neither party shall unreasonably withhold consent to an activity. The parties shall pay the providers directly if possible. If it is not possible, the party incurring the extracurricular activity out-of-pocket costs shall submit to the other party verification of the incurred expense, such as a receipt or an invoice, within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receiving the verification of incurred expenses. A party who incurs an expense for a child's extra-curricular activity without receiving prior consent from the other parent shall be solely responsible for that expense. If a parent enrolls a child in an activity without the other parent's consent, the activity shall not infringe on the other parent's parent-time and the enrolling parent shall pay the full cost. Both parents shall be able to attend all of the child's extra-curricular activities and the parent who signs up the child shall notify the other within 24 hours.

16. School Fees. Each party shall be ordered to assume and be responsible for fifty percent (50%) of any out-of-pocket school expenses (i.e. registration, books, required supplies, lab fees, etc.) incurred during the time leading up to and including high school. The parties agree that this

does not include private school. The parties shall pay the school directly if possible. If it is not possible, the party incurring the out-of-pocket school expense shall submit to the other party an invoice, bill, receipt, or verification of the incurred expense within thirty (30) days of payment or receiving the same and shall be reimbursed by the other party within thirty (30) days of receipt of those school expense invoices, bills, receipts, and/or verification. Unless otherwise agreed by the parties, reimbursement shall be made through electronic money transfer such as Venmo or Zelle, and not by paper check.

17. Transportation for the Child. Exchanges shall take place at each party's home or school, as applicable, with the receiving parent picking up to begin his/her parent time. If school is not in session, exchanges shall be at 9:00 a.m. Unless otherwise agreed, the receiving parent shall pick up for parent time.

*****END OF PARENTING PLAN*****

FINANCIAL ITEMS AND ASSET DISTRIBUTION

18. Child Support. Child Support shall be calculated in accordance with Utah Code §81-6-201 *et seq.* Jennifer's gross monthly income is \$9,951.00 per month. Brian's gross monthly income is \$9,951.00 per month. Based on a joint custody worksheet with each party having 182.5 overnights per year, child support is \$0.00. Unless the Court orders otherwise, support for each child terminates at the time and shall automatically adjust: (1) a child becomes 18 years of age or has graduated from high school during the child's normal and expected date 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. The child support is payable one-half by the 5th

and one-half by the 20th of each month.

- a. Child support is modifiable pursuant to Utah Code §81-6-212, and each party has the affirmative duty to notify the other if there is a 30% change in permanent income that may trigger a child support modification set forth in Utah Code §81-6-212(3)(c)(iii).

19. Medical/Dental Expenses. The party who can obtain the best coverage at the most reasonable cost shall obtain insurance for the medical expenses of the minor child in accordance with Utah Code §81-6-208. Jennifer currently has the minor child on her health insurance plan.

- a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the child's portion of insurance. The child's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the child shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case. This amount shall be automatically deducted from or added to the child support paid or owed. Unless otherwise agreed by the parties, reimbursement shall be made through electronic money transfer, such as Venmo or Zelle, and not by paper check.
- b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent child and actually paid by the parents.

- c. The parent who incurs medical and dental expenses may provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent shall remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party should be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor child as indicated.
- d. If, at any point in time, the dependent child is covered by the health, hospital, or dental insurance plans of both parents, the health, hospital, or dental insurance plan of Jennifer shall be primary coverage for the dependent child and the health, hospital, or dental insurance plan and Brian shall be secondary coverage for the dependent child. If a parent remarries and his or her 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 health, hospital, or dental insurance plan of the step-parent shall be treated as if it is the plan of the remarried parent and shall retain the same designation as the primary or secondary plan of the dependent child.
- e. Verification of health insurance coverage shall be provided within 7 days of request. The parties shall notify the other in event of any change of insurance carrier, premium, or benefits within fifteen calendar days of the date he or she knows of the change.

- f. If the minor child is double covered by each party's health insurance, then each party shall pay the premium of the child on their insurance plan without contribution from the other party. This provision does not exclude the obligation of each party to pay one-half of other out of pocket expenses associated with the minor child's medical, dental, therapy, vision, and orthodontia.
- 20. Childcare Expenses. Childcare is not needed given the age of the child.
- 21. Dependency exemption. The parties shall share the dependency exemption/tax credit for the minor child as follows:
 - a. The parties shall alternate the dependency exemption/tax credit for the minor child. Jennifer shall be entitled to claim the minor child as a dependency exemption/tax credit for even-numbered tax years, and Brian shall claim the minor child as a dependency exemption/tax credit for odd-numbered tax years.
 - b. Each party is entitled to claim the dependency exemption/tax credits indicated herein as long as they are current on child support and health care obligation by December 31st of the applicable tax year.
- 22. Real Property. During the course of the marriage, the parties acquired a home located at 5387 West 5000 South, Hooper, Utah 84315.
 - a. Jennifer is awarded sole use, possession, and ownership of the marital home and all equity therein, subject to the debt, indemnifying Brian free and clear from liability thereon. Jennifer shall pay the mortgage on this home, beginning March 2026. Jennifer shall apply for a loan assumption for the mortgage. Jennifer shall

be solely responsible for any fees associated with assuming the mortgage on the house. If, for any reason she is unable to qualify for and obtain the loan assumption, she shall refinance the mortgage or sell the home by July 2028.

If/when the home is sold, Jennifer shall be awarded all net equity and shall be solely liable for any taxes associated therewith. Brian shall cooperate and execute the necessary documents to effectuate the loan assumption, refinance, or sale of the home, as applicable, and Jennifer shall be solely responsible for the costs associated therewith. Brian shall execute a quit claim deed, transferring his ownership interest to Jennifer within fourteen (14) days of executing this agreement.

23. Personal Property. During the course of the marriage relationship, the parties have acquired personal property.

- a. Brian shall be awarded the Jeep, truck, and motorcycle, free and clear from any claim by Jennifer. Jennifer shall execute the necessary document to transfer title of the vehicle to Brian within fourteen (14) days of signing this agreement.
- b. Jennifer shall be awarded the Kia, free and clear from any claim by Brian. Brian shall execute the necessary documents to transfer title of the vehicle to Jennifer within fourteen (14) days of signing this agreement.
- c. The parties shall give the Toyota Camry to the adult daughter, Sarah, free and clear from any claim by either party. They shall execute the necessary documents

to transfer title of the vehicle to Sarah within fourteen (14) days of signing this agreement.

- d. In lieu of receiving an offset for the values of the vehicles from Brian, Jennifer shall be awarded the sauna located at the marital home.
- e. Each party is awarded the personal property he/she brought into the marriage.
- f. All property and property rights which may be vested in either party as a result of family inheritance, trusts, or other similar sources, shall be awarded to the party from whose family it came.
- g. Each party is awarded one-half of the ammunition, gun clips, and Christmas decorations. All other personal property has been divided, free and clear from any claim by the other party. Brian shall retrieve his half of the ammunition, gun clips and Christmas decorations by or before August 15, 2026. Both parties shall make their best efforts to schedule a mutually agreed upon time for the personal property exchange prior to the deadline of August 15, 2026. If he fails to do so for any reason, he forfeits his claim to those items, and they are awarded to Jennifer.

24. Debts. The parties acquired debts during the marriage. Each party shall assume, indemnify, and hold the other harmless from liability on the debt in their own name. Brian shall remove Jennifer from the Costco Citi credit card account within fourteen (14) days of executing this agreement.

- a. Accumulation of Debt: Neither party shall incur any additional liability on joint credit cards.
- b. Other Debts: The parties are aware of no other joint debts not otherwise addressed in this agreement and each shall pay any and all separate debts in their own names. Should other joint debts be later discovered, it is just and proper that the person responsible for incurring the debt should be responsible for paying it. Furthermore, the parties shall hold the other harmless in the event of their refusal in payment of any joint obligation.
- c. Delinquency in Payments: If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

25. Checking and Saving Accounts. The parties have already divided the bank accounts. Each party is awarded the checking and savings accounts and the funds therein, free and clear from any claim by the other party.

- a. Minor Child's Account. Currently, Brian is listed on B.D.'s checking and savings accounts. Brian shall add Jennifer to this account and both parties are prohibited

from withdrawing any funds from these accounts for their own benefit. Brian shall add Jennifer to this account no later than fourteen (14) days from executing this agreement.

26. 529 Plans. The parties have two (2) 529 Plans: one (1) for their adult daughter Sarah, and one (1) for their minor daughter B.D. The account for Sarah ending in 6144 has \$59,649.39, as of April 26, 2026. The account for B.D. ending in 9488 has \$6,266.65 in it as of April 26, 2026.

- a. Brian shall be the custodian for Sarah's 529 plan and Jennifer shall be the custodian for B.D.'s 529 plan. Brian shall execute the necessary documents to transfer the account to Jennifer as custodian, within fourteen (14) days of signing this agreement.
- b. Each party shall have the affirmative duty to provide receipts to the other party of any withdrawals made from each child's 529 accounts, within seven (7) days of making said payment.
- c. Both parties are prohibited from withdrawing funds from the accounts that are not for education purposes, as defined by the rules governing 529 plans.
- d. Once Sarah graduates from university and/or graduate school and shall no longer be needing funds from her 529 account, the parties shall transfer the remaining funds, if any, to B.D.'s 529 account for her use.
- e. If any portion of B.D.'s 529 plan is not used for their intended purposes, the remaining funds shall be equally divided between the parties upon B.D.'s 20th birthday.

27. Investment Accounts. The parties have two (2) investments accounts with LPL Financial: Account ending in 5473 and 2256. Each party is awarded one-half of the shares of stock, cash, and the other investments that comprise these two (2) accounts, as of the date of the divisions and execute the necessary documents to transfer her half of the investments into her own account, which shall take place within fourteen (14) days of entry of the Decree of Divorce. The parties shall then execute the necessary documents to remove Jennifer from accounts ending in 2256 and 5473.

28. Retirement Accounts. During the course of the marriage, the parties acquired certain retirement accounts. The accounts and funds held therein shall be divided and awarded as follows:

- a. The parties agree that as part of the global property settlement, Brian shall be awarded 100% of his URS Pension (Defined Benefit) Plan, free and clear from any claim by Jennifer, in lieu of him receiving half of the equity in the marital home.
- b. Jennifer has a 403(b) in an approximate amount of \$170,787.72 and 401(a) in the amount of \$71,397.42, through the University of Utah with Fidelity, as of April 27, 2026. Brian has a 401(k) in the amount of \$12,623.58, a 457 in the amount of \$64,179.68 with Utah Retirement Systems, as of April 27, 2026. Brian also has a Rollover IRA in the amount of \$82,951.96 (acct. ending in 6175) and a Roth IRA in the amount of \$18,033.62 (acct. ending in 0163) with LPL Financial, as of April 27, 2026.

- c. Within 14 days of the date the Divorce Decree is entered, Jennifer shall provide the necessary documents to Rori Hendrix and she will prepare the QDRO, as applicable, to transfer the sum certain of \$32,198.15 from Jennifer's 403(b) to a similar type retirement account of Brian's choosing, to equalize the retirement accounts. The parties shall equally split the cost for Rori Hendrix to prepare the QDRO.
 - d. Each party is enjoined from withdrawing, transferring, pledging or borrowing such benefits until an entry and acceptance of the QDRO by Plan Administrators.
 - e. In the event that either party receives any of the benefits awarded to the other party from these accounts as indicated within this paragraph, she shall receive that benefit in the form of a constructive trust for Brian, and she is ordered to pay the benefit directly to Brian within thirty days of its receipt.
29. Name: Jennifer shall have the option of restoring her name to "Jennifer Benard", if she so chooses.
30. Alimony: Each party has the ability to meet their own needs and therefore neither party is awarded alimony. Alimony is forever waived by both parties.
31. Family Trust: Jennifer shall execute the necessary documents to remove her name from the Davies Family Trust.
32. Car Insurance for Minor Child: Each party shall pay one-half of the minor child's car insurance until she reaches the age of 18.

33. Deeds and Titles: Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined herein and are necessary to implement the Decree of Divorce.

34. Attorney's Fees and Costs: Each party should be ordered to assume his or her own costs and attorney's fees incurred in this action.

*****END OF THE ORDER*****

In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Order.

Approved as to form by:

/s/ Holly Christensen

Holly Christensen

Attorney for Petitioner

(approved as to form on 7/22/26 via email)

RULE 7 NOTICE

You will please take notice that pursuant to Rule 7 of the Utah Rules of Civil Procedure, the foregoing will be submitted for signature at the expiration of seven (7) days unless written objection is filed within that time period.

DATED this 14th day of July, 2026.

/s/ Ashley Wood

Ashley Wood

Attorney for Respondent